



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, October 19, 2021

7:00 PM

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

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

1. **CALL TO ORDER** – Welcome/Pledge of Allegiance
2. **INVOCATION** – Bishop Cody Larson, Floating Feather Ward, Church of Latter-Day Saints
3. **ROLL CALL**
4. **PROCLAMATIONS:**
 - A. **Extra Mile Proclamation**
5. **CONSENT AGENDA (ACTION ITEM)** **All matters listed within the Consent Agenda have been distributed to each member of the Star City Council for reading and study, they are considered to be routine and will be enacted by one motion of the Consent Agenda or placed on the Regular Agenda by request.*
 - A. **Approval of Minutes:** August 24, 2021; July 6, 2021, and June 16, 2021
 - B. **Approval of Claims Provided & Previously Approved**
 - C. **Final Plats:**
 - i. Norterra Subdivision #2 (FP-21-23)
 - ii. Rosti Farms Subdivision #6 (FP-21-22)
6. **PUBLIC HEARINGS & LAND USE ACTION ITEMS:**
 - A. **PUBLIC HEARING** – Stargazer Subdivision Annexation and Zoning, Development Agreement and Preliminary Plat (AZ-20-19/DA-20-24/PP-20-17) - Continuation
 - B. **PUBLIC HEARING** – Tommy's Car Wash Conditional Use Permit (CU-21-05)
 - C. **ORDINANCE** – Cherished Estates Subdivision Annexation
 - i. **Introduction; Suspension of the Rules (ROLL CALL); Read by Title; Passage (ROLL CALL)**
7. **ACTION ITEMS:**
 - A. **OPEN CONTAINERS ORDINANCE:** AN ORDINANCE OF THE CITY OF STAR, ADA AND CANYON COUNTIES, IDAHO, AMENDING TITLES 4 AND 6 OF THE STAR CITY CODE, ADDING OPEN CONTAINERS IN PUBLIC SECTION, MODIFYING PARK REGULATIONS, AND PROVIDING AN EFFECTIVE DATE
 - i. **Introduction; Suspension of the Rules (ROLL CALL); Read by Title; Passage (ROLL CALL)**
 - B. **AGREEMENTS:**
 - i. Approval of Joint Powers Agreement & Declaration of Trust: City of Star & Idaho Independent Insurance Authority (iii-a) **(ROLL CALL)**
 - ii. Approval of FY 2020/2021 Audit Agreement – Zwygart & Associates **(ROLL CALL)**
8. **ADJOURNMENT**

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



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, October 19, 2021

7:00 PM

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

Land Use Public Hearing Process

- Public signs up to speak at the public hearing
- Mayor Opens the Public Hearing – **NOTES THE TIME**
- Mayor asks council if there is any Ex Parte Contact
- Applicant has up to **20 minutes** to present their project
- Council can ask the applicant questions and staff questions
- Public Testimony (**3 minutes** per person)
 1. Those for the project speak
 2. Those against the project speak
 3. Those who are neither for or against but wish to speak to the project
 4. Council may ask the individual speaking follow-up questions which do not count towards their 3 minutes
- Applicant rebuttal (**10 minutes**)
- Council can ask the applicant and staff questions
- Mayor closes the public hearing – **NOTES THE TIME**
- Council deliberates
- Motion is made to approve, approve with conditions, deny or table the application to a date certain in the future

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

Thank you for your participation.
Mayor Trevor Chadwick



STAR CITY COUNCIL REGULAR MEETING AGENDA

City Hall - 10769 W State Street, Star, Idaho

Tuesday, October 19, 2021

7:00 PM

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

FUTURE MEETING TOPICS – INFORMATIONAL PURPOSES ONLY		
Subject	Proposed Action	Tentative Date
Piedmont Place Annexation & Rezone	Public Hearing – Annexation & Zoning,	PENDING
East Star River Ranch	Public Hearing – Rezone, Development Agreement, CUP, Preliminary Plat	PENDING - ITD/ACHD Comments
Landyn Village Subdivision	Public Hearing – Annexation, Zoning, Development Agreement, Preliminary Plat	PENDING - ITD/ACHD Comments
Iron Mountain Vista Subdivision	Public Hearing – Annexation, Zoning, Development Agreement, Preliminary Plat	November 16, 2021
South of the River Plan Comprehensive Plan Proposal	Presentation & Public Hearing – Resolution to Adopt	Under Development
Landyn Village Subdivision	Public Hearing – Annexation, Zoning, Development Agreement, PUD, Private Streets	Tabled Indefinitely, Awaiting ACHD/ITD Review Comments
Willowbrook Annexation & Rezone	Public Hearing – Annexation & Zoning, PUD, Development Agreement	Submitted and under Staff Completeness Review – No Hearing Date Set
Consolidated Fee Schedule	Resolution	Under Development
Personnel Policy Manual	Resolution	Under Development
Social Media Policy	Resolution	Under Development
Ethics Manual	Resolution	Under Development
Surplus Property Designation	Resolution	Under Development

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



STAR CITY COUNCIL SPECIAL MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, June 29, 2021

6:30 PM

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

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

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

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

Mayor Chadwick reviewed the Scope of Work with the Council.

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

BUDGET WORKSHOP – Fiscal Year 2021/2022

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

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

Discussion ensued and City Council Members indicated they liked the budget and suggested Mayor Chadwick's initial number for a full-time mayor salary was too low and an annual salary of \$110,000 was suggested by some Council Members but would be discussed at a later date further.

ADJOURNMENT

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

Trevor A Chadwick, Mayor

ATTEST: _____
Jacob M Qualls, City Clerk / Treasurer



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

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

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

Agenda Item 4A) Ada County Prosecutor Presentation:

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

Agenda Item 4B) Valley Regional Transit Annual Report:

Valley Regional Transit did not present.

Agenda Item 5) CONSENT AGENDA

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

Agenda Item 6A) PUBLIC HEARING - Cherished Estates Subdivision

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

Applicant Louis Parsons 1159 E Iron Eagle Dr, Eagle ID

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

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

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

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

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

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

Public Testimony:

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

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

Deanna Johnson 1345 N Glen Aspen Ave, Star ID

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

Greg Lively 10232 W Shummard Dr, Star ID

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

Mell Fleener 10374 W Floating Feather, Star ID

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

Gina Mulhern 10189 W Shummard Dr, Star ID

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

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

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

Robert Trott 1388 N Glen Aspen Ave, Star ID

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

Lynn Phillips 1510 N Rook Way, Star ID

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

Steve Phillips 1510 N Rook Way, Star ID

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

Liz Brucks 10190 W Shummard Dr, Star ID

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

Kevin Mulhern 10189 Shummard Dr, Star ID

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

Dennis Wells 10355 W Shummard Dr, Star ID

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

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

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

Jeffrey Busby 300 S Streamleaf Ave, Star ID

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

James Barnet 10146 W Shumard Dr. Star, ID

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

Mark Roark 10254 W Golden Rain St, Star ID

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

Erin Timinsky 7097 Southern Vista Ct, Star ID

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

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

Mayor Chadwick called for a break at 9:07pm

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

Rebuttal:

Deborah Nelson 601 W Bannock St, Boise, ID

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

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

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

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

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

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

Agenda Item 8) REPORTS:

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

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, July 6, 2021

7:00 PM

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

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

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

Agenda Item 9) ADJOURNMENT:

Mayor Chadwick adjourned the meeting at 10:26 pm.

TTEST: _____

Trevor A Chadwick, Mayor

Jacob M Qualls, City Clerk / Treasurer

A



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

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

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

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

Agenda Item 4) – PUBLIC HEARINGS & ACTION ITEMS

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

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

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

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

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

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

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

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

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

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

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

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

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

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

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

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

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

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

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

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

Councilman Keyes said he wanted to hear from the public.

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

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

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

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

Mr. Larson came back up for rebuttal

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

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

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

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

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

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

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

Conditions of Approval

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

Mayor Chadwick closed Public Hearing at 8:33 pm

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

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

Agenda Item 5) ACTION ITEMS

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

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



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

Removed from the agenda by the mayor.

Agenda Item 5C) – Moyle Village Subdivision Development Agreement

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

Agenda Item 5D) – Moyle Heights Development Agreement

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

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

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

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

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

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

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

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

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

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

Agenda Item 6) – Discussion Items

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

Reports:



STAR CITY COUNCIL REGULAR MEETING MINUTES

City Hall - 10769 W State Street, Star, Idaho

Tuesday, August 24, 2021

7:00 PM

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

Agenda Item 7) ADJOURNMENT

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

Mayor Chadwick A Chadwick, Mayor

ATTEST: _____
Jacob M Qualls, City Clerk / Treasurer

Extra Mile Day Proclamation

WHEREAS Star Idaho is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS Star Idaho is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS Star Idaho is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS Star Idaho acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2021

NOW THEREFORE, I Trevor A Chadwick, Mayor of the City of Star, Idaho, do hereby proclaim November 1, 2021, to be

Extra Mile Day

FURTHERMORE, I encourage each individual in the Community of Star Idaho to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country and world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Star to be affixed this 19th Day of October of the year of our Lord 2021.

Trevor A. Chadwick, Mayor

ATTEST: _____
Jacob M Qualls, City Clerk / Treasurer



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning and Zoning Department

MEETING DATE: **October 19, 2021**

FILE(S) #: **FP-21-23, Final Plat – Norterra Subdivision Phase 1**

REQUEST

The Applicant is seeking approval of a Final Plat for Norterra Subdivision, Phase 2 consisting of 32 commercial lots and 2 common lots on 27.67 acres. The phase is located on the south side of the approved preliminary plat, at 12080 W. State Street in Star, Idaho.

Property Owner:

Eric Cronin
The Land Group Inc.
462 E. Shore Drive, Ste. 100
Eagle, ID 83616

Representative:

Brent Thompson
Iterra Holdings, LLC
316 E 1400 S, Ste 2A
St. George, UT 84790

Applicant:

Tamara Thompson
The Land Group Inc.
462 E. Shore Drive, Ste. 100
Eagle, ID 83616

PROPERTY INFORMATION

Land Use Designation - Central Business District (CBD-DA)

Phase 2

Acres - 27.67 acres
Residential Lots - 0
Common Lots - 2
Commercial - 32

HISTORY

July 21, 2020	Public Hearing Tabled.
July 28, 2020	Public Hearing Tabled.
August 18, 2020	Public Hearing Tabled.
September 15, 2020	Public Hearing Tabled.

October 6, 2020	Council approved Annexation and Rezone (AZ-20-05), Development Agreement (DA-20-05), Preliminary Plat (PP-20-07) and Private Road (PR-20-03) for Norterra Subdivision.
March 3, 2021	Annexation recorded via Ordinance 327.
June 1, 2021	Council approved Final Plat (FP-21-10) for Norterra Subdivision, Phase 1. This phase consists of 118 residential lots and 8 common lots on 19.95 acres.

GENERAL DISCUSSION

The applicant is requesting approval of the Final Plat for Phase 2 of Norterra Subdivision consisting of 32 commercial lots and 2 common lots on 27.67 acres.

The Final Plat layout for Phase 2 generally complies with the approved Preliminary Plat.

Original Preliminary Plat Review:

Site Data: All Phases
 Total Acreage of Site – 48.43 acres
 Total Number of Lots – 149 lots
 Total Number of Residential Lots – 118 lots (20 detached, 98 attached)
 Total Number of Common Lots – 8 lots
 Total Number of Commercial Lots – 32 lots
 Type of Units – Single Family Units
 Dwelling Units Per Gross Acre – 6.04 dwelling units per acre
 Total Acreage of Common Lots – 4.17 acres
 Percent of Site as Common Area – 21.4%
 Total Acreage of Usable Common Area – 3.99 acres
 Percent of Site as Usable Common Area – 17.4%

Staff Analysis of Final Plat Submittal:

The submitted preliminary plat consisted of 118 residential lots and 8 common lots. Phase 1 contains all the approved residential lots leaving just the approved commercial lots for future phases.

Lot Layout – The lot layout on the final plat mirrors that of the preliminary plat approved by the City Council. Road layout and lot configuration is also consistent with the preliminary plat.

Common/Open Space and Amenities – This phase will include a common road lot and 1 common, non-buildable lot that will serve as a natural landscape area between the residential and commercial portion of this development. Amenities and open space is cared for in the residential portion, with his phase 1.

Landscaping - Landscaping as required by the Unified Development Code, Street Trees; the minimum density of one (1) tree per thirty-five (35) linear feet is required. The landscaping plan,

as submitted appears to satisfy this requirement. Common Area landscape requirements call for one deciduous shade tree per 4,000 square feet. The plan as submitted meets these requirements.

Setbacks – The commercial portion of the development is zoned Central Business District (CBD) and will adhere to the setbacks for the CBD zone.

Streetlights – Streetlight design specifications have been submitted for approval and meet the City of Star requirements. Lights should meet the dark sky standards consistent with the intent of the city. Streetlights shall be consistent throughout all phases of the subdivision. All streetlights must be installed and working before building permits will be issued. The location of streetlights appears to meet City code, with the addition of a light at the intersection of Highbrook and Lane B and Lane B and Quincannon Lane. **The applicant shall work with Staff on locations prior to installation.**

Mailbox Clusters – The location of the development's mailbox cluster has not been disclosed on the final plat. The Star Postmaster, Mel Norton will be required to approve the location of the mailbox cluster and **the City will require a letter stating his approval of the location(s) for this development prior to signing the final plat.**

Street Names – Applicant has provided documentation from Ada County that the proposed street name of W. Bounty Lane has been changed to W. Colter Lane. This road does not appear on the final plat. **The mylar will need to reflect all the correct names on all pages prior to being signed.**

Street Width - Streets in Norterra are proposed to be private throughout this phase of the development. Proposed local streets measure 31 ft from back of curb to back of curb on the submitted preliminary plat. This street width meets the minimum requirements given to the applicant as a condition of approval of the preliminary plat. All private streets require final inspection by Star Fire before building permits will be issued.

ITD Proportionate Share – ITD determined that in leu of proportionate shares for this project, the developer would construct specific improvements on SH-44. ITD's letter dated September 11, 2020 states that the applicant will work with ITD through the construction drawing phase. It is unknown at this time if ITD has approved the construction drawings and issued final approval.

Conditions of Approval from Preliminary Plat

Below are the conditions of approval from the Preliminary Plat and the applicants answers to each condition.

1. The applicant shall submit a revised preliminary plat updating all lots, including an updated roadway system and street sections to staff for review and acceptance prior to submittal of the first phase of the final plat and/or first building permit. The approved Preliminary Plat for

- Norterra Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star. **Revised Preliminary Plat submitted with Phase 2.** The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC. **Included in CC&Rs**
3. The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. Fees shall be established by ITD prior to recording the Development Agreement. These fees will be collected by the City of Star, by residential phase prior to final plat signature, and as commercial uses are reviewed and approved by the City. **Complete.**
4. All streets in the development shall be private and shall be constructed to ACHD standards, with a minimum street section of 28' with two 10' travel lanes and 4' bike lanes on both sides, with no parking signs for the "Collector Road". An 8' landscape strip with 5' detached sidewalk shall be provided on one side of the "Collector Road" from Highbrook Road to the central north/south street. Page 2 of 3 **The applicant shall submit details for the remaining streets for the residential lots as part of the revised preliminary plat.** All private streets and common drives shall meet the requirements of the Star Fire District. **Included**
5. The property with the approved Preliminary Plat shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code. **Understood**
6. Street trees shall be installed per Chapter 8, Section 8-8C-2-M(2) Street Trees. **Understood**
7. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application. **Included**
8. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation. **Understood**
9. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat. **Done – See Final Plat Note 9.**
10. A copy of the CC&R's shall be submitted to the City of Star at Final Plat. **Will be submitted prior to City Engineer signature.**
11. 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. **The locations will be finalized with CZC and DR approval.**
12. 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. **Understood**
13. 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. **Included with phase 1.**
14. 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. The applicant shall work with Staff on the style of the lights. **Understood**
15. All common areas shall be maintained by the Homeowners Association. **Understood**
16. 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. Understood**

17. A sign application is required for any subdivision signs. **Understood**

PUBLIC NOTIFICATIONS

Notifications of this application were sent to agencies having jurisdiction on September 21, 2021.

August 18, 2021,

Keller Associates

Checklist

FINDINGS

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

A. The Plat is in conformance with the Comprehensive Plan.

The Council finds that this subdivision upon Preliminary Plat approval was in conformance with the Comprehensive Plan; no changes have been made to change this status.

B. Public services are available or can be made available and are adequate to accommodate the proposed development.

Staff finds that all public services are available and able to accommodate this development.

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

Staff knows of no financial hardship that would prevent services from being provided.

D. The development will not be detrimental to the public health, safety or general welfare; and, *Staff finds no facts to support that this subdivision phase will be detrimental to the public health, safety or general welfare.*

E. The development preserves significant natural, scenic or historic features.

Staff finds that existing conditions have not substantially changed from the approved Preliminary Plat of this subdivision.

CONDITIONS OF APPROVAL

1. The approved Final Plat for Norterra Subdivision Phase 2 shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
2. **The Applicant/Owner shall provide staff with future funding information for the private streets, in compliance with Section 8-4D-3C of the UDC. This shall be required prior to final plat signature.**

3. The property associated with this approved Final Plat, in addition to the property of all future phases shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code Chapter 3, Section 3-1-1 through 3-1-7.
4. **Applicant/Owner shall agree to install conduit in the shared utility trench for installation of fiber at a future date. Conduit shall be a minimum of 2-inch diameter or larger to accommodate the needs of the development.**
5. **The applicant shall include a public access easement within Lot 24, Block 1 & Lot 124, Block 1. This shall be included on the final plat.**
6. **Prior to signature of the final plat, the applicant shall submit a letter of approval from the Idaho Transportation Department (ITD) regarding proportionate shares/SH-44 improvements that are a part of this development.**
7. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
8. **Prior to signing the final plat, the mylar needs to have each street named with the proper approved name from Ada County, on all pages.**
9. Applicant/Owner shall participate in the ITD Proportionate Share Agreement as outlined in the approved Development Agreement.
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. The approved Preliminary Plat shall comply with the City of Star Unified Development Code regarding landscaping, both internal buffers and frontages. (See Section 8-4 B Landscaping Requirements)
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. 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 and energized prior to issuing building permits. Design shall follow Code with requirements for light trespass and "Dark Skies" lighting. **Applicant shall work with Staff prior to installing streetlights to confirm all locations.**
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.
15. The subsequent Final Plats shall comply with and be in accordance with the current City of Star Code, with the exception of any waivers granted by Council.
16. Requested surety shall be required at 150% of the total estimated installed cost, as approved by the City Engineer or Administrator. The term of approval shall not exceed 180 days. (See Section 8-1 C-1 of the Unified Development Code for a list of eligible items.)
17. **A letter from the US Postal Service shall be given to the City prior to signature of the final plat stating approval of cluster mailbox locations and that the subdivision is in compliance with the Postal Service.**
18. 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.
19. A separate sign application is required for any subdivision sign.

20. As built plans for pressurized irrigation systems shall be submitted to the City of Star **prior to signature of the final plat.**
21. Applicant shall provide the City with two (2) full size and two (1) 11"x17" copy of the signed recorded final plat with all signatures, prior to any building permits being issued.
22. 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.
23. The mylar/final plat shall be signed by the owner, Surveyor, Central District Health, ACHD and City Engineer, prior to being delivered to the City of Star for City Clerk's signature.
24. A copy of signed irrigation agreements shall be submitted to the City **prior to signature of the final plat.**
25. All common areas shall be maintained by the Homeowners Association.
26. 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.**
27. A copy of the recorded CC&R's shall be submitted to the City of Star prior to any building permits being issued.
28. **Prior to signature of the final plat,** a signed Irrigation District Agreement with the Irrigation Districts shall be provided to the City of Star. This requirement shall be with each subsequent Final Plat application.
29. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File # FP-21-23 Norterra Subdivision, Final Plat, Phase 2
on _____, 2021.

Norterra Subdivision Ph 2

Vicinity Map





September 1, 2021

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

RE: Norterra Subdivision Phase 2 - Final Plat Application | PN 121059

Dear Shawn,

We are pleased to submit the enclosed final plat application for the Norterra Subdivision Phase 2. The Project site is generally located on the north side of State Highway 44 between N. Can Ada Road and N. Highbrook Road in Star, Idaho. The Land Group, Inc. is pleased to represent the owner/developer, Iterra Holdings, LLC for this application.

The final plat, as submitted, is in conformance with and meets all requirements or conditions of the preliminary plat as approved on October 6, 2020 (PP-20-07). The proposed development is in conformance with all requirements and provisions of the UDC and with acceptable engineering, architectural and surveying practices and local standards. As approved, the Norterra Subdivision Phase 2 includes +/- 27.67-acres with 34 total lots, including 32 commercial lots, 1 common roadway lot, and 1 non-buildable common use landscaping area.

Conditions of Approval

1. The applicant shall submit a revised preliminary plat updating all lots, including an updated roadway system and street sections to staff for review and acceptance prior to submittal of the first phase of the final plat and/or first building permit. The approved Preliminary Plat for Norterra Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star. **Revised Preliminary Plat submitted with Phase 1.**
2. The Applicant/Owner shall submit a private street maintenance plan, including future funding, in compliance with Section 8-4D-3C of the UDC. **Included in CC&Rs**
3. The applicant shall enter into a Development Agreement with the City, agreeing to proportionate share assessment by ITD regarding impacts to the State Highway System. Fees shall be established by ITD prior to recording the Development Agreement. These fees will be collected by the City of Star, by residential phase prior to final plat signature, and as commercial uses are reviewed and approved by the City. **Complete.**
4. All streets in the development shall be private and shall be constructed to ACHD standards, with a minimum street section of 28' with two 10' travel lanes and 4' bike lanes on both sides, with no parking signs for the "Collector Road". An 8' landscape strip with 5' detached sidewalk shall be provided on one side of the "Collector Road" from Highbrook Road to the central north/south street.

The applicant shall submit details for the remaining streets for the residential lots as part of the revised preliminary plat. All private streets and common drives shall meet the requirements of the Star Fire District. **Included**

5. The property with the approved Preliminary Plat shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code. **Understood**
6. Street trees shall be installed per Chapter 8, Section 8-8C-2-M(2) Street Trees. **Understood**
7. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application. **Included**
8. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation. **Understood**
9. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat. **Done – See Final Plat Note 9.**
10. A copy of the CC&R's shall be submitted to the City of Star at Final Plat. **Will be submitted prior to City Engineer signature.**
11. 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. **The locations will be finalized with CZC and DR approval.**
12. 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. **Understood**
13. 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. **Included with phase 1.**
14. 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. The applicant shall work with Staff on the style of the lights. **Understood**
15. All common areas shall be maintained by the Homeowners Association. **Understood**
16. 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. Understood**
17. A sign application is required for any subdivision signs. **Understood**

As you complete your review, please don't hesitate to let me know if we can provide any additional information to clarify the project's vision. I can be reached via email to tamara@thelandgroupinc.com or at 208.939.4041.

Sincerely,

A handwritten signature in black ink that reads "Tamara Thompson". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Tamara Thompson
Director of Client Services

The Land Group, Inc.

Enclosures - Final Plat Application and with specified supporting attachments



Sheet Index

Sheet Number	Sheet Title
PP-01	PROJECT OVERVIEW
PP-01A	PROPOSED ZONING PLAN
PP-01B	PHASING PLAN
PP-01C	EXISTING CONDITIONS
PP-02	AREA A
PP-03	AREA B
PP-04	AREA C
PP-05	AREA D
PP-06	AREA E
PP-07	AREA F
PP-08	AREA G
PP-09	AREA H
PP-10	AREA I

Sheet Index

Sheet Number	Sheet Title
PP-20	UTILITY OVERVIEW
PP-21	UTILITY PLAN AREA A
PP-22	UTILITY PLAN AREA B
PP-23	UTILITY PLAN AREA C
PP-24	UTILITY PLAN AREA D
PP-25	UTILITY PLAN AREA E
PP-26	UTILITY PLAN AREA F
PP-27	UTILITY PLAN AREA G
PP-28	UTILITY PLAN AREA H
PP-29	UTILITY PLAN AREA I
PP-30	GRADING OVERVIEW
PP-31	GRADING & DRAINAGE PLAN AREA A
PP-32	GRADING & DRAINAGE PLAN AREA B
PP-33	GRADING & DRAINAGE PLAN AREA C

Sheet Index

Sheet Number	Sheet Title
PP-34	GRADING & DRAINAGE PLAN AREA D
PP-35	GRADING & DRAINAGE PLAN AREA E
PP-36	GRADING & DRAINAGE PLAN AREA F
PP-37	GRADING & DRAINAGE PLAN AREA G
PP-38	GRADING & DRAINAGE PLAN AREA H
PP-39	GRADING & DRAINAGE PLAN AREA I
PP-L1.00	LANDSCAPE PLAN

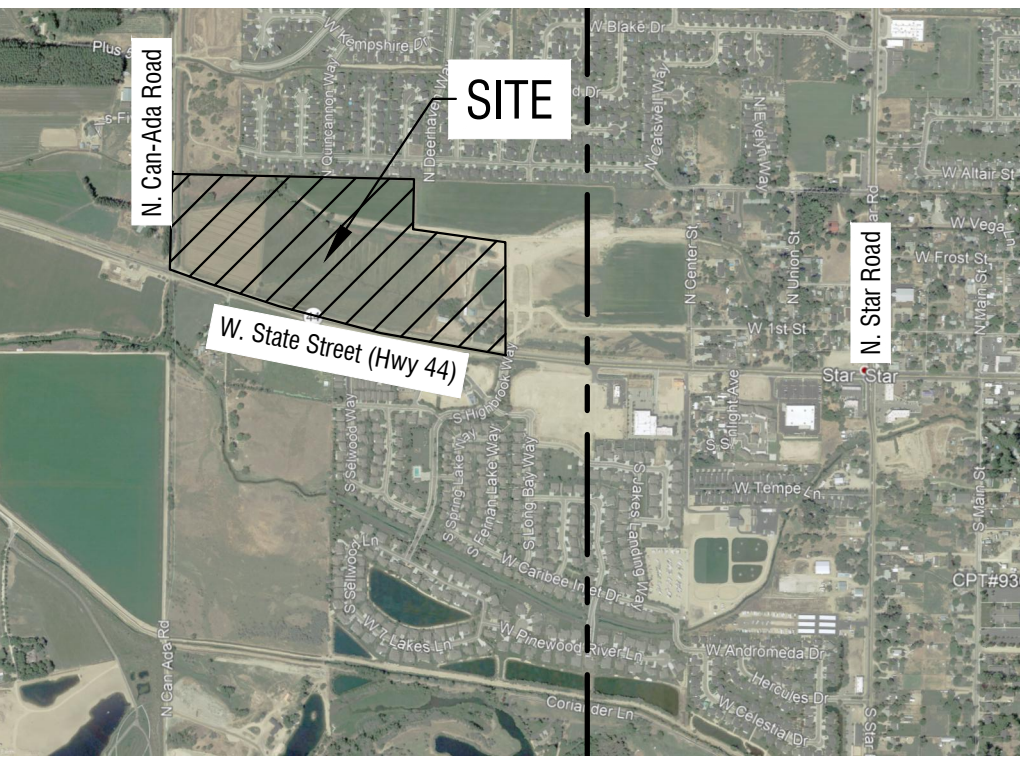
Project Summary:

	Number	Sq-Ft	Acres	%
SINGLE FAMILY:	20	171,192	±3.9	8.1%
TOWNHOUSE:	98	314,999	±7.2	14.9%
COMMERCIAL:	32	1,100,476	±25.3	52.3%
COMMON / LANDSCAPE:	7	217,853	±5.0	10.3%
PRIVATE STREETS:	2	252,601	±5.8	11.9%
DEDICATED RIGHT-OF-WAY:	-	52,538	±1.21	2.5%
TOTAL LOTS:	159	-	-	-
TOTAL PROJECT AREA:	-	2,109,559	±48.4	-

Project Summary:

	Residential	Commercial
AREA:	868,929 SF / ±19.95 AC	1,240,630 SF / ±28.48 AC
UNITS:	118	32
DENSITY:	6.04 UNITS / AC	-
BLDG. AREA:	-	338,293-SF
BLDG. COVERAGE:	-	11,706-SF / AC

Vicinity Map



Open Space Calculations:

RESIDENTIAL:	
TOTAL OPEN SPACE:	181,849.98 SF (21.4%)
TOTAL QUALIFIED OPEN SPACE:	147,894.79 SF (17.4%±)

Planning Notes:

CURRENT ZONING:	RUT
PROPOSED ZONING:	CBD, R-7
DIMENSIONAL STANDARDS:	
R-7: (CODE)	R-7: (PROPOSED)
MINIMUM STREET FRONTAGE	35-FT
FRONT SETBACK:	29-FT
REAR SETBACK:	15-FT
REAR SETBACK:	15-FT (DETACHED) / 10-FT (ATTACHED)
INTERIOR SIDE SETBACK:	5-FT
STREET SIDE SETBACK:	10-FT (LOCAL) / 5-FT (ALLEY)
STREET LANDSCAPE BUFFER:	35-FT (COLLECTOR)
MAXIMUM BUILDING HEIGHT:	35-FT
CBD:	
FRONT SETBACK:	0-FT
REAR SETBACK:	0-FT
INTERIOR SIDE SETBACK:	0-FT
STREET SIDE SETBACK:	0-FT
MAXIMUM BUILDING HEIGHT:	N/A

Sheet Notes:

- SEE L SERIES SHEETS FOR LANDSCAPE PLANS.
- A 20' WIDE EASEMENT SHALL BE GRANTED TO STAR SEWER & WATER DISTRICT FOR ALL MAINS OUTSIDE THE PUBLIC RIGHTS OF WAY.
- REFER TO SHEET PP-02 FOR ROADWAY STREET SECTIONS.

Owner / Developer:

TG DEVELOPMENT, LLC
BRENT THOMPSON
PO BOX 910188
ST. GEORGE, UT 84791
PH: 435.862.9515

Project Engineer
/Surveyor/ Landscape:

THE LAND GROUP, INC.
ENGINEER: ERIC CRONIN, P.E.
SURVEYOR: MIKE FEMENIA, P.L.S.
LANDSCAPE ARCHITECT: PHIL HULL, L.A.
462 E. SHORE DR., SUITE 100
EAGLE, ID 83616
PH: 208.939.4041

Irrigation & Drainage
Company Contacts:

DRAINAGE DISTRICT #2
ALLEN FUNKHOUSER
455 SOUTH 3RD STREET
BOISE, IDAHO 83702
PH: 208.571.3804
MIDDLETON IRRIGATION ASSOCIATION, INC.
P.O. BOX 848
MIDDLETON, ID 83644
PH: 208.585.3207

Star Sewer &
Water District Contact:

HANK DAY
11184 W. STATE STREET
STAR, ID 83669
PH: 208.631.8588



NORTERRA MIXED USE
TG Development, LLC

NE CORNER CAN ADA RD & SH 44
Star, id

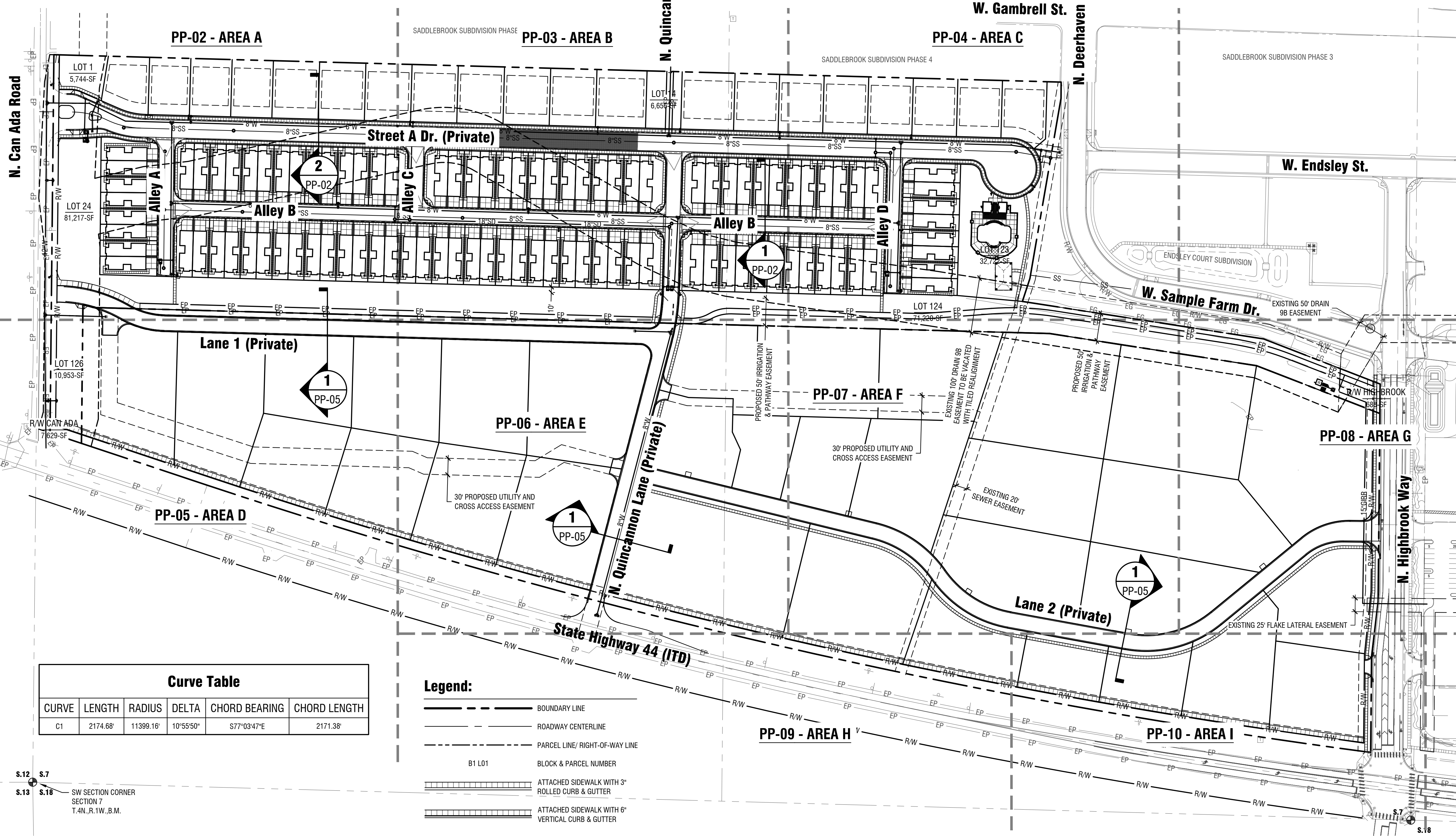
Revisions
1. 07.23.2020 - CITY COMMENTS



Project No.:	119104
Date of Issuance:	01.26.2021
Project Milestone:	Pre Plat

Preliminary Plat
Project Overview

PP-01



Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2174.68'	11399.16'	10°55'50"	S77°03'47"E	2171.38'

Legend:

	BOUNDARY LINE
	ROADWAY CENTERLINE
	PARCEL LINE / RIGHT-OF-WAY LINE
	B1 L01 BLOCK & PARCEL NUMBER
	ATTACHED SIDEWALK WITH 3" ROLLED CURB & GUTTER
	ATTACHED SIDEWALK WITH 6" VERTICAL CURB & GUTTER

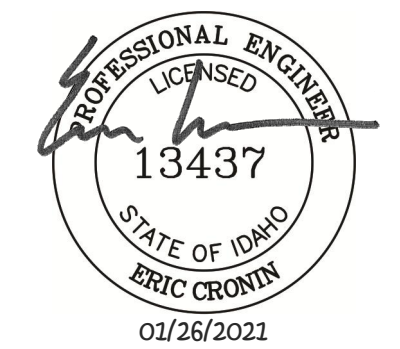
Preliminary Plat - Project Overview

Horizontal Scale: 1" = 100'

NORTERRA MIXED USE
TG Development, LLC

NE CORNER CAN ADA RD & SH 44
Star, Id

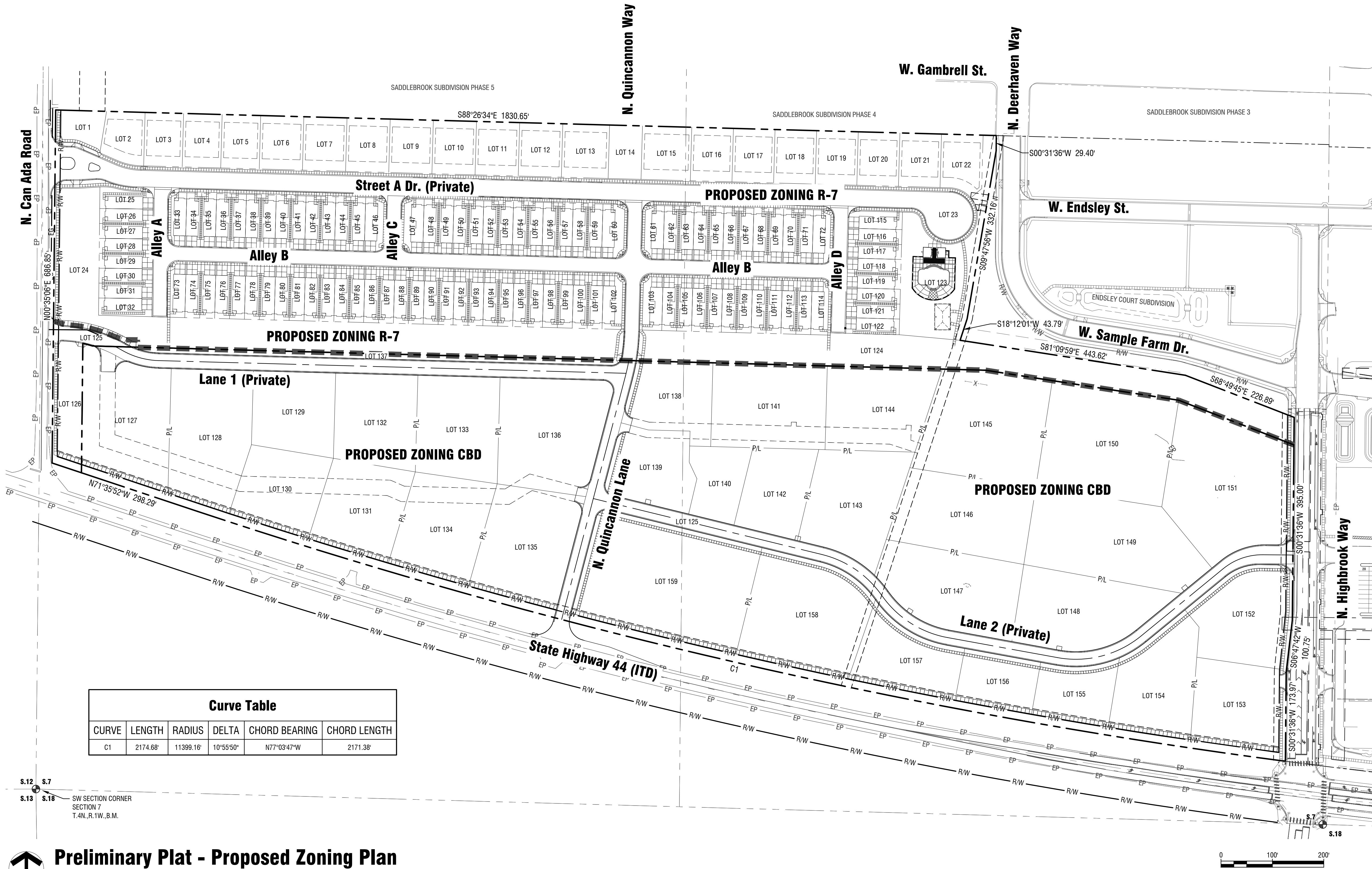
Revisions
1.

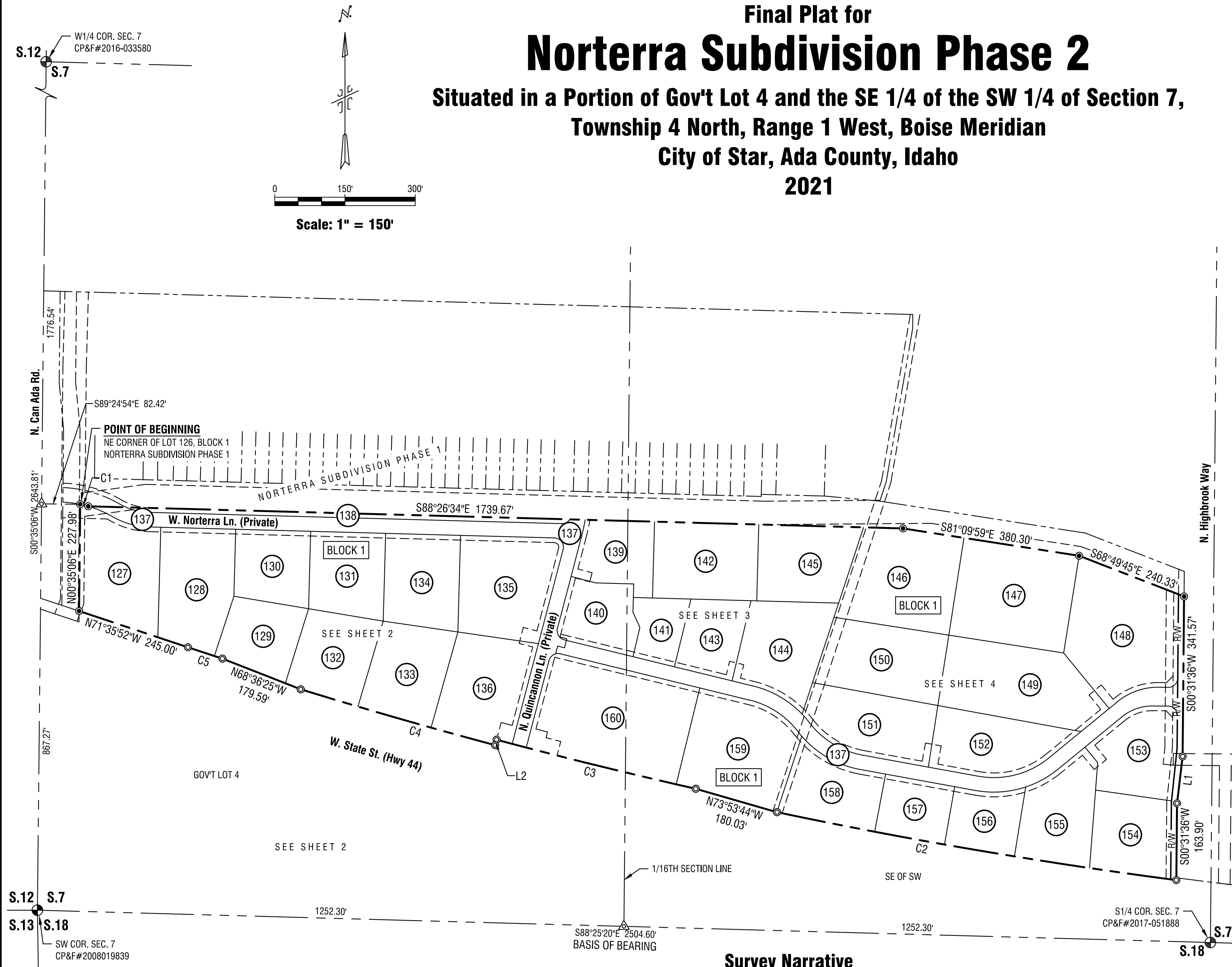


Project No.: 119104
Date of Issuance: 01.26.2021
Project Milestone: Pre Plat

Preliminary Plat
Proposed Zoning Plan

PP-01A





Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	17.77'	233.00'	4°22'13"	S75°59'50"E	17.77'
C2	865.22'	11,389.16'	4°21'10"	N80°20'45"W	865.01'
C3	437.81'	11,377.16'	2°12'17"	N76°09'47"W	437.79'
C4	431.63'	11,389.16'	2°10'17"	N73°58'30"W	431.60'
C5	77.39'	11,377.16'	0°23'23"	N71°47'33"W	77.39'

Line Table		
LINE	BEARING	LENGTH
L1	S06°47'42"W	100.75'
L2	S14°56'22"W	12.00'

Survey Narrative

THIS PLAT WAS PREPARED FOR THE DEVELOPMENT OF THE NORTERRA SUBDIVISION PHASE 2.

THE PROPERTY BEING PLATTED IS ADJACENT TO THE SOUTH BOUNDARY LINE OF NORTERRA SUBDIVISION PHASE 1. THE CORNER MONUMENTS FOR SAID SUBDIVISION WERE HELD FOR THOSE BOUNDARY LINES. THE WESTERLY BOUNDARY LINE OF THE SUBDIVISION SHOW HEREON IS THE PRESCRIPTIVE RIGHT OF WAY LINE FOR NORTH CAN ADA ROAD. THE SOUTH 1/4 CORNER AND THE SOUTHEAST CORNER OF SECTION 7 WERE HELD FOR THE BASIS OF BEARINGS.

Referenced Surveys

- PLAT FOR NORTERRA SUBDIVISION PHASE 1, BOOK _____ OF PLATS AT PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO.
- RECORD OF SURVEY No. 5676, RECORDS OF ADA COUNTY, IDAHO.

Legend

- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR WITH PLASTIC CAP, PLS 13550 OR AS SHOWN
- FOUND 1/2" REBAR WITH PLASTIC CAP, PLS 13550
- FOUND 1-1/4" COPPER DISC, TLG PLS 13550
- SET 5/8"x24" REBAR WITH PLASTIC CAP, MSF 13550
- SET 1/2"x24" REBAR WITH PLASTIC CAP, MSF 13550
- SET 1-1/4" COPPER DISC W/ MAGNET, MSF 13550
- CALCULATED POINT (NOTHING FOUND OR SET)
- LOT NUMBER
- SUBDIVISION BOUNDARY LINE
- SECTION LINE
- R/W RIGHT-OF-WAY LINE
- LOT LINE
- ADJACENT PROPERTY LINE
- EASEMENT LINE

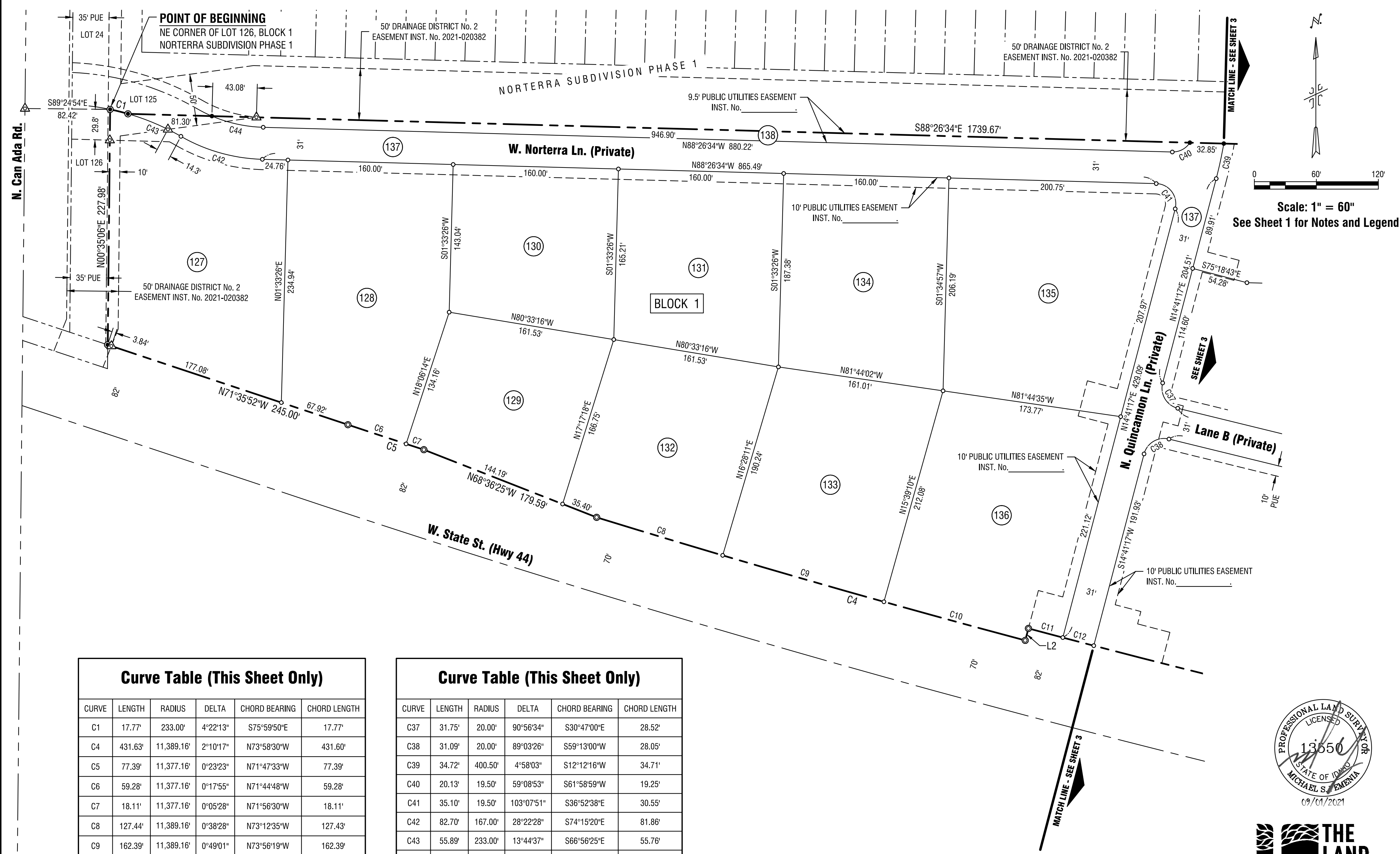
Notes

- ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE AND THE EXTERIOR SUBDIVISION BOUNDARY HAVE A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES, PROPERTY DRAINAGE & PRESSURE IRRIGATION EASEMENT, UNLESS DIMENSIONED OTHERWISE.
- EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE PUBLIC UTILITIES, PROPERTY DRAINAGE & PRESSURE IRRIGATION EASEMENT UNLESS DIMENSIONED OTHERWISE.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION AND SHALL BE SUBJECT TO THE CITY OF STAR APPROVAL.
- LOT 138, BLOCK 1 IS A NON-BUILDABLE COMMON USE LANDSCAPING AREA LOT WHICH SHALL BE OWNED AND MAINTAINED BY THE NORTERRA COMMUNITY ASSOCIATION, INC. OR ASSIGNS, FOR SUCH USES AS DESIGNATED WITHIN THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR THE SUBDIVISION, AS AMENDED FROM TIME TO TIME.
- LOT 137, BLOCK 1 IS DESIGNATED AS A COMMON ROADWAY FOR INGRESS/EGRESS ACCESS THROUGHOUT THIS SUBDIVISION. SAID LOT IS ENCUMBERED BY A BLANKET PUBLIC UTILITIES EASEMENT AND STAR SEWER AND WATER DISTRICT EASEMENT TO RUN WITH THE LAND.
- DEVELOPMENT STANDARDS FOR COMMERCIAL 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.
- IN COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 (1)(b) THE OWNER OF THIS SUBDIVISION HAS PROVIDED AN UNDERGROUND IRRIGATION SYSTEM AND SHALL BE OWNED & MAINTAINED BY THE NORTERRA HOMEOWNER'S ASSOCIATION. LOTS WITHIN THE SUBDIVISION WILL BE OBLIGATED FOR ASSESSMENTS FROM THE MIDDLETON MILL DITCH COMPANY FOR SAID IRRIGATION WATER. EASEMENTS ARE PROVIDED FOR ALL PRESSURE IRRIGATION PIPING.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE 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."
- THIS SUBDIVISION IS SUBJECT TO A LICENSE AGREEMENT WITH THE DRAINAGE DISTRICT No. 2 AS RECORDED IN INSTRUMENT No. _____, RECORDS OF ADA COUNTY, IDAHO.
- THIS SUBDIVISION IS SUBJECT TO A LICENSE AGREEMENT WITH THE MIDDLETON MILL DITCH COMPANY, MIDDLETON IRRIGATION ASSOCIATION, INC., AND THE FLAKE DITCH COMPANY, AS RECORDED IN INSTRUMENT No. _____, RECORDS OF ADA COUNTY, IDAHO.
- THIS SUBDIVISION IS SUBJECT TO A DEVELOPMENT AGREEMENT ASSOCIATED WITH REZONE APPLICATION #AZ-17-01 RECORDED IN INSTRUMENT No. 2018-000698 AND ALL SUBSEQUENT MODIFICATIONS.
- DIRECT VEHICULAR ACCESS TO W. STATE STREET (HWY 44) AND N. Highbrook Way IS PROHIBITED WITH THE EXCEPTION OF LOT 137, BLOCK 1.
- THIS SUBDIVISION IS LOCATED WITHIN ZONE X AS IDENTIFIED ON THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 16001C0135J.



462 East Shore Drive, Suite 100
Eagle, ID 83616
PH:(208) 939-4041

Final Plat for
Norterra Subdivision Phase 2



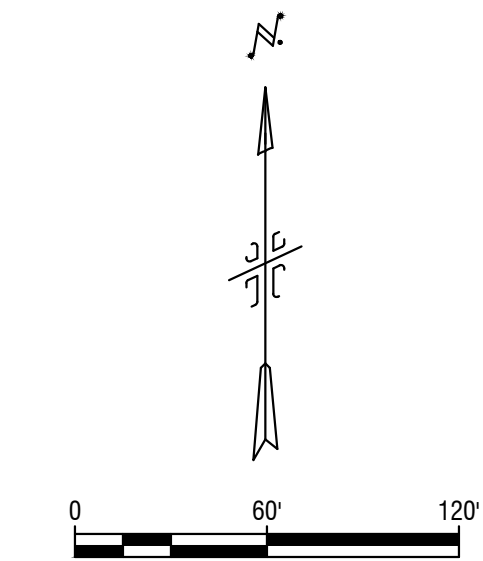
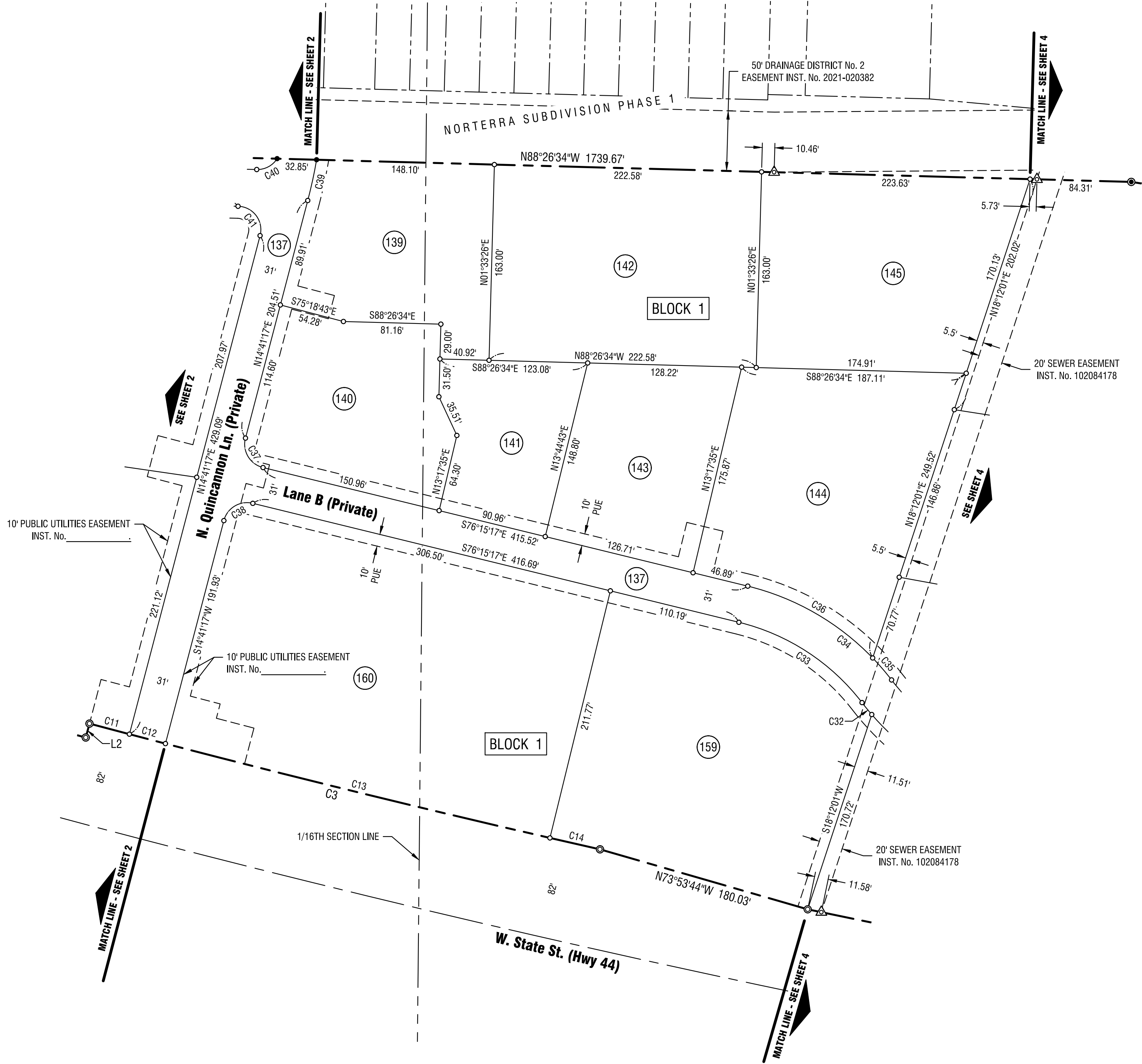
Curve Table (This Sheet Only)					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	17.77'	233.00'	4°22'13"	S75°59'50"E	17.77'
C4	431.63'	11,389.16'	2°10'17"	N73°58'30"W	431.60'
C5	77.39'	11,377.16'	0°23'23"	N71°47'33"W	77.39'
C6	59.28'	11,377.16'	0°17'55"	N71°44'48"W	59.28'
C7	18.11'	11,377.16'	0°05'28"	N71°56'30"W	18.11'
C8	127.44'	11,389.16'	0°38'28"	N73°12'35"W	127.43'
C9	162.39'	11,389.16'	0°49'01"	N73°56'19"W	162.39'
C10	141.80'	11,389.16'	0°42'48"	N74°42'14"W	141.80'
C11	34.40'	11,377.16'	0°10'24"	N75°08'50"W	34.40'
C12	31.00'	11,377.16'	0°09'22"	N75°18'43"W	31.00'

Curve Table (This Sheet Only)					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C37	31.75'	20.00'	90°56'34"	S30°47'00"E	28.52'
C38	31.09'	20.00'	89°03'26"	S59°13'00"W	28.05'
C39	34.72'	400.50'	4°58'03"	S12°12'16"W	34.71'
C40	20.13'	19.50'	59°08'53"	S61°58'59"W	19.25'
C41	35.10'	19.50'	103°07'51"	S36°52'38"E	30.55'
C42	82.70'	167.00'	28°22'28"	S74°15'20"E	81.86'
C43	55.89'	233.00'	13°44'37"	S66°56'25"E	55.76'
C44	51.13'	136.00'	21°32'32"	N77°40'18"W	50.83'



462 East Shore Drive, Suite 100
Eagle, ID 83616
PH: (208) 939-4041

Final Plat for
Norterra Subdivision Phase 2



Scale: 1" = 60"
See Sheet 1 for Notes and Legend

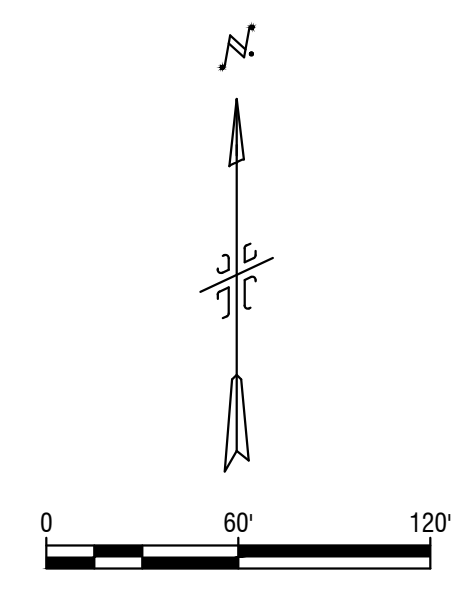
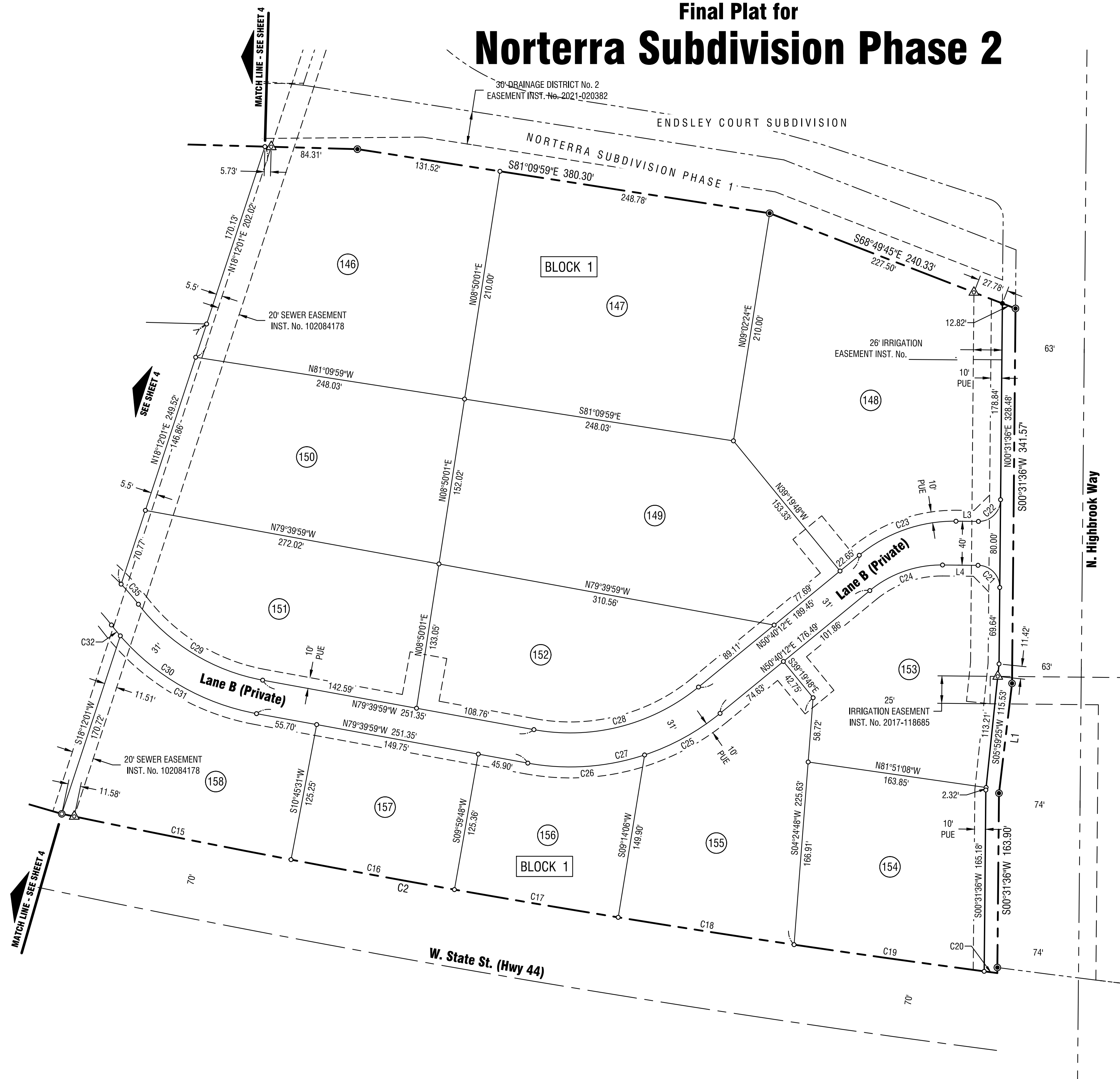
Curve Table (This Sheet Only)

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C3	437.81'	11,377.16'	2°12'17"	S76°09'47"E	437.79'
C11	34.40'	11,377.16'	0°10'24"	N75°08'50"W	34.40'
C12	31.00'	11,377.16'	0°09'22"	N75°18'43"W	31.00'
C13	329.67'	11,377.16'	1°39'37"	N76°13'12"W	329.66'
C14	42.74'	11,377.16'	0°12'55"	N77°09'28"W	42.74'
C29	135.75'	184.50'	42°09'21"	S58°35'18"E	132.71'
C32	12.80'	215.50'	3°24'11"	N39°12'43"W	12.80'
C33	124.76'	184.50'	38°44'39"	N56°52'57"W	122.40'
C34	145.72'	215.50'	38°44'39"	N56°52'57"W	142.96'
C35	24.15'	215.50'	6°25'12"	S40°43'13"E	24.13'
C36	121.58'	215.50'	32°19'27"	S60°05'33"E	119.97'
C37	31.75'	20.00'	90°56'34"	S30°47'00"E	28.52'
C38	31.09'	20.00'	89°03'26"	S59°13'00"W	28.05'
C39	34.72'	400.50'	4°58'03"	S12°12'16"W	34.71'
C40	20.13'	19.50'	59°08'53"	S61°58'59"W	19.25'
C41	35.10'	19.50'	103°07'51"	S36°52'38"E	30.55'



462 East Shore Drive, Suite 100
Eagle, ID 83616
PH: (208) 939-4041

Final Plat for
Norterra Subdivision Phase 2



Curve Table (This Sheet Only)

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C2	865.22'	11,389.16'	4°21'10"	S80°20'45"E	865.01'
C15	213.07'	11,389.16'	1°04'19"	N78°42'20"W	213.07'
C16	151.42'	11,389.16'	0°45'42"	N79°37'20"W	151.42'
C17	151.42'	11,389.16'	0°45'42"	N80°23'03"W	151.42'
C18	162.25'	11,389.16'	0°48'58"	N81°10'23"W	162.25'
C19	174.97'	11,389.16'	0°52'49"	N82°01'17"W	174.97'
C20	12.09'	11,389.16'	0°03'39"	S82°29'31"E	12.09'
C21	31.41'	20.00'	89°58'49"	N44°27'49"W	28.28'
C22	31.42'	20.00'	90°01'11"	N45°32'11"E	28.29'
C23	95.35'	137.00'	39°52'35"	N70°36'29"E	93.44'
C24	71.69'	103.00'	39°52'35"	S70°36'29"W	70.25'
C25	78.99'	215.50'	21°00'02"	S61°10'13"W	78.55'
C26	107.81'	215.50'	28°39'47"	S86°00'08"W	106.69'
C27	186.79'	215.50'	49°39'49"	N75°30'07"E	181.00'
C28	159.92'	184.50'	49°39'50"	N75°30'07"E	154.96'
C29	135.75'	184.50'	42°09'21"	S58°35'18"E	132.71'
C30	158.56'	215.50'	42°09'21"	S58°35'18"E	155.00'
C31	145.76'	215.50'	38°45'10"	N60°17'24"W	142.99'
C32	12.80'	215.50'	3°24'11"	N39°12'43"W	12.80'
C35	24.15'	215.50'	6°25'12"	S40°43'13"E	24.13'



462 East Shore Drive, Suite 100
Eagle, ID 83616
PH: (208) 939-4041

Final Plat for

Norterra Subdivision Phase 2

Certificate of Owners

KNOW ALL PERSONS BY THESE PRESENTS: THAT THE UNDERSIGNED, IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED:

A PARCEL OF LAND LOCATED IN A PORTION OF GOVERNMENT LOT 4 AND A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, (FROM WHICH THE SOUTH ONE QUARTER CORNER OF SAID SECTION 7 BEARS SOUTH 88°25'20" EAST, 2504.60 FEET); THENCE ON THE WEST SECTION LINE OF SAID SECTION 7, NORTH 00° 35' 06" EAST, 867.27 FEET, TO A POINT; THENCE LEAVING SAID WEST SECTION LINE, SOUTH 89° 24' 54" EAST, 82.42 FEET, TO A POINT OF CURVATURE ON THE SOUTHERLY BOUNDARY LINE OF NORTERRA SUBDIVISION PHASE 1, AS SAME IS SHOWN ON THE OFFICIAL PLAT THEREOF, AT BOOK ___, PAGE ____ OF PLATS, ADA COUNTY RECORDS AND THE POINT OF BEGINNING;

THENCE ON SAID SOUTHERLY BOUNDARY LINE, 17.77 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 233.00 FEET, A CENTRAL ANGLE OF 04° 22' 13", AND WHOSE LONG CHORD BEARS SOUTH 75° 59' 50" EAST, 17.77 FEET;
THENCE SOUTH 88° 26' 34" EAST, 1739.67 FEET;
THENCE SOUTH 81° 09' 59" EAST, 380.30 FEET;
THENCE SOUTH 68° 49' 45" EAST, 240.33 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF NORTH Highbrook Way;
THENCE LEAVING SAID SOUTHERLY BOUNDARY LINE, SOUTH 00° 31' 36" WEST, 341.57 FEET, ON SAID WESTERLY RIGHT OF WAY LINE;
THENCE SOUTH 06° 47' 42" WEST, 100.75 FEET;
THENCE SOUTH 00° 31' 36" WEST, 163.90 FEET, TO A POINT OF CURVATURE COMMON WITH SAID WESTERLY RIGHT OF WAY LINE AND THE NORTHERLY RIGHT OF WAY LINE OF WEST STATE STREET (HIGHWAY 44);
THENCE ON SAID NORTHERLY RIGHT OF WAY LINE, 865.22 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11,389.16 FEET, A CENTRAL ANGLE OF 04° 21' 10", AND WHOSE LONG CHORD BEARS NORTH 80° 20' 45" WEST, 865.01 FEET;
THENCE NORTH 73° 53' 44" WEST, 180.03 FEET, TO A POINT OF CURVATURE;
THENCE 437.81 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11,377.16 FEET, A CENTRAL ANGLE OF 02° 12' 17", AND WHOSE LONG CHORD BEARS NORTH 76° 09' 47" WEST, 437.79 FEET;
THENCE SOUTH 14° 56' 22" WEST, 12.00 FEET, TO A POINT OF CURVATURE;
THENCE 431.63 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11,389.16 FEET, A CENTRAL ANGLE OF 02° 10' 17", AND WHOSE LONG CHORD BEARS NORTH 73° 58' 30" WEST, 431.60 FEET;
THENCE NORTH 68° 36' 25" WEST, 179.59 FEET, TO A POINT OF CURVATURE;
THENCE 77.39 FEET ON THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 11,377.16 FEET, A CENTRAL ANGLE OF 00° 23' 23", AND WHOSE LONG CHORD BEARS NORTH 71° 47' 33" WEST, 77.39 FEET;
THENCE NORTH 71° 35' 52" WEST, 245.00 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF AFOREMENTIONED NORTERRA SUBDIVISION PHASE 1;
THENCE ON SAID EASTERLY BOUNDARY LINE, NORTH 00°35'06" EAST, 227.98 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 27.67 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO DEDICATE TO THE PUBLIC THE PUBLIC STREETS AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM AN EXISTING STAR SEWER AND WATER DISTRICT MAIN LINE LOCATED IN THE SUBJECT SUBDIVISION, AND STAR SEWER AND WATER DISTRICT, HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

Certificate of Surveyor

I, MICHAEL S. FEMENIA, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.



462 East Shore Drive, Suite 100
Eagle, ID 83616
PH:(208) 939-4041

Final Plat for Norterra Subdivision Phase 2

Approval of Central District Health

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH

Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

ON THE _____ DAY OF _____, IN THE YEAR 20____.

ADA COUNTY HIGHWAY DISTRICT

PRESIDENT

Approval of City Engineer

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO,

ON THIS DAY _____, HEREBY APPROVE APPROVE THIS PLAT.

CITY ENGINEER

Approval of City of Star

I, THE UNDERSIGNED, _____, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO,

DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____ DAY OF _____,

IN THE YEAR 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY OF STAR CLERK

Certificate of County Surveyor

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR

PLS _____

DATE _____

Certificate of the County Treasurer

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1308 DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE _____

COUNTY TREASURER

County Recorder's Certificate

STATE OF IDAHO)
) SS
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF THE LAND GROUP, INC.

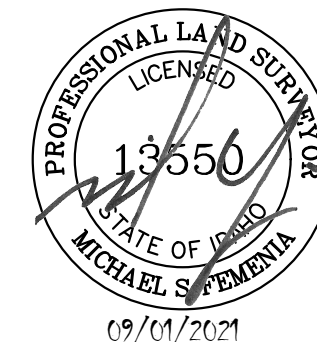
AT _____ MINUTES PAST _____ O'CLOCK _____ M., ON THIS _____ DAY OF _____, IN THE YEAR 20_____,

IN BOOK _____ OF PLATS AT PAGES _____ THROUGH _____, INSTRUMENT No. _____.

DEPUTY

EX-OFFICIO RECORDER

FEE: _____



462 East Shore Drive, Suite 100
Eagle, ID 83616
PH:(208) 939-4041



CITY OF STAR FINAL PLAT AND CONSTRUCTION DRAWING REVIEW CHECKLIST

Subdivision: Norterra Subdivision Phase 2 Phase: 2 Date: 08/18/2021

Developable Lots: 32 Review No: 1

Developer: _____

Tel: _____ Fax: _____ Email: _____

Engineer: _____

Tel: _____ Fax: _____ Email: _____

Property Address: _____

Reviewed By: Kelsie Styrlund, E.I., Keller Associates

Review Check By: Ryan Morgan, P.E., Keller Associates

FINAL PLAT REVIEW

ITEM	OK	NEED	N/A	FINAL PLAT APPLICATION REQUIREMENTS
1	X			Submit two (2) copies of final engineering construction drawings showing streets, sidewalk, water, sewer, pressure irrigation, street lighting, landscaping, and other public improvements.
2			X	Submit one (1) 8½ x 11 map showing property in relation to floodplain and/or floodway. Provide Floodplain Development Permit Application as required.
3	X			Provide (1) copy of the "Preliminary Plat Findings of Fact and Conclusions of Law".
4	X			Landscape plan provided. Confirm consistent with approved preliminary plat.
5	X			Verified written legal description.
6		X		Letter of credit for outstanding pressure irrigation and landscaping improvements only when weather conditions precludes construction of improvements prior to signature of mylar.
ITEM	OK	NEED	N/A	FINAL PLAT REVIEW
7		X		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. Please update instrument numbers before final signatures are obtained.

				All lots do not appear to have access, please update so all lots have access, or provide blanket cross access easements. Update note 1 to include private roads. Where is the SSWD easement for the pressure sewer along Highway 44
8	X			Right to Farm Act Note on face of plat.
9			X	Note on face of plat: "This subdivision is located within zone XX as shown on the firm panel ###, City of Star, Ada County, (or Canyon County?) Idaho and Incorporated Areas. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit."
10		X		10-foot utility and irrigation easements are shown, or noted, along the front lot lines, rear lot lines, and side lot lines as required. See item 7.
11	X			Note is shown on the final plat: "Minimum building setbacks shall be in accordance with the City of Star applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and / or required, or as shown on the this plat."
12		X		Seal of Professional Land Surveyor is displayed, dated, and signed on face of plat. Plat needs to be signed.
13		X		Water and sewer easements shown on face of plat. (Note to Plan Reviewer: Provide plat to Justin Walker for easement water and sewer easement verification.) Please include "and sewer" after water in owner certification.
14	X			On the signature page of the plat please include the following "I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____ , HEREBY APPROVE THIS PLAT." underneath the <u>APPROVAL OF CITY ENGINEER</u> line, and before the signature line.
15	X			"Change of Ownership" document filed with the IDWR to the HOA for all conveyable water rights.

CONSTRUCTION DRAWING REVIEW

ITEM	OK	NEED	N/A	GENERAL
16	X			Construction drawings are stamped, signed, & dated by a professional engineer licensed in the State of Idaho.

17		X		Natural features map showing all existing site features and 1-foot contour elevations is provided in accordance with the City's code. Provide overall grading plan showing existing and proposed contours, including road and lot grading.
18	X			Each sheet has north arrow, graphic scale, date, title block and sheet number.
19	X			All profiles are drawn to the same horizontal scale as plan views.
20	X			Street lighting plans are provided showing pole locations and luminary types. All street lighting shall be in accordance with the current edition of the ISPWC and the City of Star Supplemental Specifications.
ITEM	OK	NEED	N/A	FLOODPLAIN DEVELOPMENT
21			X	Provide completed Floodplain Application. Floodplain application must be approved prior to approval of final plat.
22			X	Floodplain and floodway boundaries and elevations are shown on the grading plans and final plat.
23			X	Building lowest floor elevations are greater than or equal to 2-feet above the base flood elevation, or verification is provided of flood proofing.
24			X	Enclosed spaces located below 2-feet above the BFE adequately vented (1 square inch of venting per square foot of enclosed space).
25			X	Roadway centerline elevations and manhole and other minor structure rim elevations are 0.5-feet above the base flood elevation.
26			X	All buildings are set back a minimum of 50-feet from the floodway boundary line except that when the area of special flood hazard boundary is 50-feet or less from the flood way line, the boundary line shall be the setback line.
27			X	Easements and conveyance provisions have been made for connection between the floodway and any detached floodwater storage impoundment.
28			X	Calculations are provided and show 48-hour max time period for 100% utilization of detached storage impoundment.
ITEM	OK	NEED	N/A	GRADING PLAN
29		X		Grading plans are provided and are stamped, dated, and signed by a professional engineer licensed in the State of Idaho. See item 17.
30		X		Grading plans show finished, existing, and base flood 1-foot contour elevations. See item 17.
31		X		Drainage facilities and easements are shown.
32	X			Plan and profile sheets show proposed and existing

				utilities (rim elevations, pipe invert elevations, etc.), finished centerline roadway grades, existing grade, and base flood elevations.
33	X			Existing irrigation ditches, canals, and easements are shown.
34		X		Cut and fill slopes are no steeper than 2H:1V. (Spot checked by City Engineer) See item 17.
35		X		Tops and toes of all cut and fill slopes are set back from property boundary at least 3-feet plus 1/5 the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer) See item 17.
36		X		Tops and toes of cut and fill slopes are set back from structures 6-feet plus 1/5 of the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer) See item 17.
37	X			Provisions have been made for erosion control at pipe outfalls, along steep earth slopes, and within drainage ditches.
38			X	The vertical datum used for elevations shown on grading and drainage plans is NAVD 88 for all developments that are fully or partially within the floodplain.
39		X		Existing and proposed elevations match at property boundaries. See item 17.
ITEM	OK	NEED	N/A	DRAINAGE PLAN
40		X		Drainage plans are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho. Provide plans for ITD stormwater facilities along with calculations.
41	X			Drainage calculations are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
42		X		Narrative is provided that describes the proposed method of stormwater retention. Narrative section 'Report Purpose and Project Description' reference phase 1 in the first sentence, please update.
43		X		Drainage calculations contain no arithmetic errors. (Spot checked by City Engineer). The high point between basin 1 and basin 2 appears to be incorrect on the map compared to the profiles of the roadway. We will need to see drainage calculations for lots with building permit submittals.
44	X			The design storm, percolation rate, or other design criteria are within accepted limits. (ITD Zone A—IDF Curve; Storage designed for 100-year storm; Primary conveyance designed for 25-year storm)
45			X	Peak discharge rate and velocity through sand and grease traps calculated and are less than 0.5 ft/sec.

46	X			Section view of drainage facility provided. Pg 17.
47	X			Able to determine drainage directions from information given.
48	X			Drainage facilities do not conflict with other utilities. (Spot check by City Engineer)
49			X	Provision for conveyance or disposal of roof drainage provided for commercial developments.
50	X			Storm water pretreatment provided. BMP facilities are designed in conformance with the "State of Idaho Catalog of Stormwater Best Management Practices".
51	X			5-foot setback from property line maintained for drainage facilities.
52	X			Drainage basin / pond dimensions listed or noted.
53	X			Drainage facilities drawn to scale on grading and drainage plan.
54	X			Drain rock, ASTM C33 sand, or pond liner specified.
55	X			3-foot separation from bottom of drainage facility to maximum seasonal high groundwater elevation shown on detail. In profiles, pg 10-12.
56			X	Vegetative cover shown over biofiltration facilities.
57			X	Appropriate license agreements have been executed and are provided for offsite discharge of storm water.
ITEM	OK	NEED	N/A	GRAVITY IRRIGATION
58		X		Plan approval letter is provided from the appropriate irrigation district.
ITEM	OK	NEED	N/A	PRESSURE IRRIGATION
59	X			Plans for a pressure irrigation system are provided (Required only if development contains more than four lots).
60	X			The pressure irrigation system is <i>not</i> connected to the potable water system.
61	X			Design provides a minimum of 15 gpm @ 45 PSI to each destination point.
62	X			Easements are provided for all pressure irrigation piping. (Note on face of plat).
63	X			Main line distribution piping is 3-inches in diameter or greater.
64	X			Provisions are made for diversion and flow measurement from a gravity irrigation source ditch.
65	X			Applicant provided verification with a signed contract indicating written assurance that provisions have been made for ownership, operation, and maintenance of the irrigation system.

66	X			Provide written verification and plan approval from Star Sewer and Water District if potable water is planned to be used as a secondary irrigation source.
67	X			Provided verification that water rights will be transferred to the association managing entity.
68	X			If pressure irrigation will not be available to each lot at all times, provide rotation schedule for irrigation system usage identifying times and days that pressure irrigation will be available to each lot.
ITEM	OK	NEED	N/A	RE-SUBMITTAL REQUIREMENTS*
69		X		Return (1) one revised plan set in pdf format with the redlined set for review and/or approval to Keller Associates. Unbound or un-collated plan sets will not be accepted.
70		X		Provide a response letter, referencing the City of Star , with the revised plan set that highlights what actions were taken to correct any outstanding items.

***All re-submittals should be returned to the City of Star for re-review.**

Notes:

Additional Final Plat Comments:

-

Additional Construction Drawing Comments:

-



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning and Zoning Department

MEETING DATE: **October 12, 2021**

FILE(S) #: FP-21-22, Final Plat, Rosti Farms Subdivision Phase 6

REQUEST

Applicant is seeking approval of a Final Plat for Rosti Farms Subdivision, Phase 6 consisting of 31 residential lots and 4 common lots on 12.49 acres. The phase is located at the south end of the approved preliminary plat, south of W. Floating Feather Road and west of Highway 16 in Star, Idaho. The subject property is generally located at the southeast corner of N. Pollard Lane and W. Floating Feather Road in Star, Idaho. Ada County Parcel Numbers S040434700, S0409212400, S0409120800, S0409131300, S0409244305 and S0409244575.

APPLICANT/REPRESENTATIVE:

Jamie Parker
3103 W. Sheryl Drive
Meridian, Idaho 83642

OWNER:

Toll Southwest, LLC
313 W. Sheryl Drive
Meridian, Idaho 83642

PROPERTY INFORMATION

Land Use Designation - Residential R-3-PUD

Phase 6

Acres - 12.49 acres
Residential Lots - 31
Common Lots - 4

HISTORY

June 16, 2020 Council approved applications for Annexation and Zoning (AZ-20-03) and Preliminary Plat/PUD (PP-20-02) for Rosti Farms Subdivision. The preliminary plat was approved for 426 single family residential lots, 60 common lots and 7 commercial lots.

- November 17, 2020 Council approved applications for the Final Plats of Rosti Farms Subdivision, Phase 1 & 2. (FP-20-17, FP-20-19). Phase 1 included 48 residential lots and 11 common lots on 20.76 acres. Phase 2 consisted of 36 residential lots and 5 common lots on 9.07 acres.
- April 6, 2021 Council approved applications for the Final Plats of Rosti Farms Subdivision, Phase 3 & 4. (FP-21-04, FP-21-07). Phase 3 included 56 residential lots and 4 common lots on 21.43 acres. Phase 4 included 45 residential lots and 10 common lots on 15.29 acres.
- September 7, 2021 Council approved applications for the Final Plats of Rosti Farms Subdivision, Phase 5. (FP-21-17). Phase 5 included 73 residential lots and 5 common lots on 28.86 acres.

GENERAL DISCUSSION

The Final Plat layout for Phase 6 generally complies with the approved Preliminary Plat.

Staff Reviewed Comments from the Preliminary Plat Approval/Findings of Fact:

Lot sizes as listed on the preliminary plat range in size from the smallest at 6,000 sq. feet with an average lot size of 8,832 sq. feet. The subdivision is proposed to develop in ten (10) phases. The Applicant has provided a variety of lot widths and depths for several different housing plans and types.

Common/open space for the development consists of 31.53 acres (18.26%) total open space within common lots. The development is required to provide a minimum of 15% open space, 10% usable. The open space provided by the applicant currently includes large open space areas and amenities including a community pool and pool house, multiple tot-lots, multiple plazas with picnic shelters with benches and pathways and natural areas throughout the development.

The current Zoning Ordinance requires one site amenity for each 20-acres of development area (total of 9 amenities is required). Proposed amenities within the development include the following:

1. Swimming Pool & Pool House
2. Tot Lot #1 (Children's Play Structure Amenity)
3. Tot Lot #2 (Children's Play Structure Amenity)
4. Picnic Area
5. Plaza #1 (Quality of Life Amenity)
6. Plaza #2 with Shelter (Quality of Life Amenity)
7. Pocket Park #1 (Quality of Life Amenity)
8. Pocket Park #2 (Quality of Life Amenity)
9. Pocket Park #3 (Quality of Life Amenity)

10. Pathways throughout ((Pedestrian or Bicycle Circulation Amenity)

11. Open Style Fencing Along Drains and Canals ((Quality of Life Amenity)

As part of the landscape plan provided to the City, landscaping is depicted in the open space areas and along the exterior roadways within common area lots, with street trees being proposed within the front yards of the residential lots. The proposed street tree locations are consistent with the UDC, Chapter 4, Section B-7 C-3 Street Trees, requiring a minimum density of one (1) tree per thirty-five (35) linear feet.

The subdivision has been approved with the following dimensional standards:

Proposed Setbacks:

- Minimum Residential Lot Frontage: 35 feet
- Front Setbacks (Measured from the back of sidewalk or property line): 20 feet
- Rear Setbacks: 15 feet
- **Interior Setbacks: 5 feet (for one and two-stories) – Deviation from current standards**
- Local Street Side Setbacks: 20 feet
- Street Landscape Buffers:
 - Arterial Roadway: 35 feet
 - State Highway 16: 50 feet
 - Residential Collectors: 20 feet
- Maximum Building Height: 35 feet
- Minimum Lot Size: 6,000 Square Feet
- Average Lot Size: 8,832 Square Feet

Staff analysis of Final Plat Submittal:

Lot Layout – The gross density of Phase 6 is 2.48 du/acre, with lots ranging in size from 5,367 square feet to 13,144 square feet.

Common/Open Space and Amenities - To be completed in Phase 1:

- Tot Lot
- Benches
- Pathways
- Pool / Pool-house
- Picnic shelter

Mailbox Clusters – The Star Postmaster, Mel Norton has approved the mailbox clusters for this development to be placed in two locations. Location A is Lot 1, Block 7 on the west side of N. Rosti Farms Way, by the club house parking lot. Location B is Lot 8, Block 19, also on the west side of N. Rosti Farms Way.

Postmaster's letter of approval was included in the application material.

Streetlights –A Streetlight design has been provided with the final plat application and the proposed light style and type meet Dark Sky requirements and comply with the City Code. A streetlight plan was also included in the final plat application. Staff is supportive of the location of streetlights in this phase.

Street Names – Letter or approval of street names from Ada County was included in the application packet and are reflected accordingly on the submitted 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. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. **The submitted landscape plan appears to satisfy these requirements in the landscape buffer along highway 16, however there are not street trees depicted on the plans along the local roads. Applicant will need to submit an update plan showing street trees along the local roads prior to signing the final plat.**

PUBLIC NOTIFICATIONS

Notifications of this application were sent to agencies having jurisdiction on August 5, 2021.

September 29, 2021

Keller Associates

Review Checklist

FINDINGS

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

A. The Plat is in conformance with the Comprehensive Plan.

The Council finds that this subdivision upon Preliminary Plat approval was in conformance with the Comprehensive Plan; no changes have been made to change this status.

B. Public services are available or can be made available and are adequate to accommodate the proposed development.

Staff finds that all public services are available and able to accommodate this development.

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

Staff knows of no financial hardship that would prevent services from being provided.

D. The development will not be detrimental to the public health, safety or general welfare; and, *Staff finds no facts to support that this subdivision phase will be detrimental to the public health, safety or general welfare.*

E. The development preserves significant natural, scenic or historic features.

Staff finds that existing conditions have not substantially changed from the approved Preliminary Plat of this subdivision.

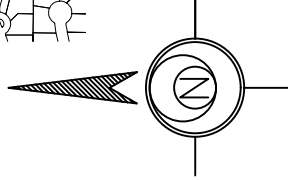
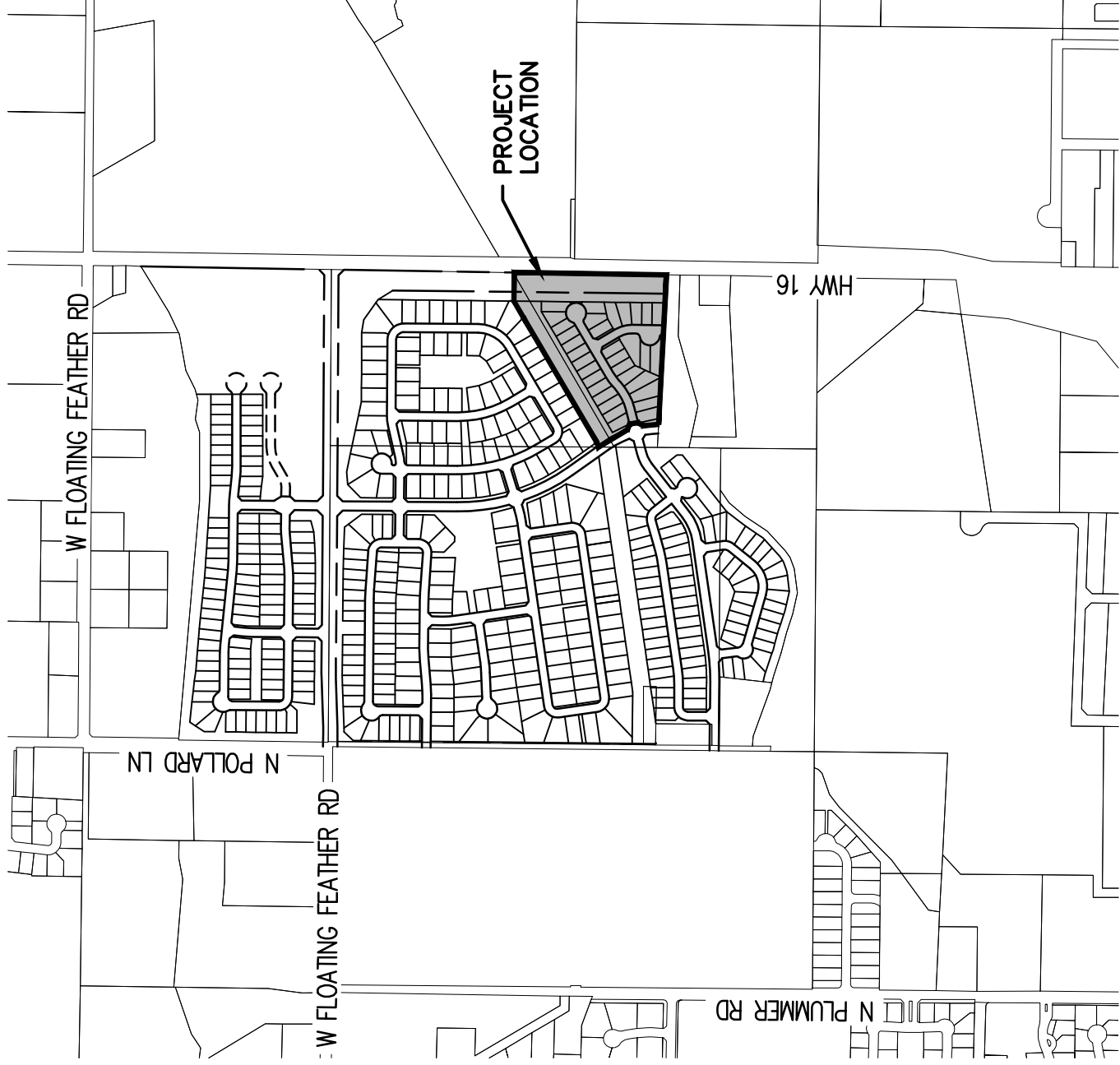
CONDITIONS OF APPROVAL

- 1. Per the Development Agreement and prior to signing the final plat, developer is to pay the traffic mitigation fee required by the Idaho Transportation Department. The developer will pay the City \$2053.11 per buildable lot within each phase prior to signature on the final plat for the applicable phase, capped at \$874,625. The City will allocate funds to roadway improvements in the vicinity of the project. Phase 6 has 31 residential lots for a fee of \$63,646.41 (31 x \$2053.11).**
2. The approved Preliminary Plat for Rosti Farms Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
3. The property associated with this approved Final Plat, in addition to the property of all future phases shall be satisfactorily weed abated at all times, preventing a public nuisance, per Star City Code Chapter 3, Section 3-1-1 through 3-1-7.
4. The property associated with this approved Final Plat, in addition to the property of all future phases shall be properly maintained throughout the construction process to include trash picked up and trash receptacles emptied with regular frequency, streets swept and cleaned weekly, including any streets used to access the property and all debris shall be prevented from accumulating on any adjacent property or public right of way and shall remove all debris from public way at least daily.
5. All signed Irrigation District Agreements with the Irrigation Districts shall be provided to the City of Star with each subsequent Final Plat application.
6. Pressurized irrigation systems shall comply with the Irrigation District(s) and the City of Star Codes. Plans for pressurized irrigation systems shall be submitted to, and approved by the City of Star Engineer, prior to installation.
7. The approved Preliminary Plat shall comply with the City of Star Unified Development Code regarding landscaping, both internal buffers and frontages. (See Section 8-4 B Landscaping Requirements)
- 8. Applicant shall provide an updated landscape plan showing street trees along the local roads prior to signing the final plat.**
9. A plat note supporting the "Right to Farm Act" as per Idaho Code Title 22, Chapter 45, shall be shown on the Final Plat.
10. 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.
11. The subsequent Final Plats shall comply with and be in accordance with the current City of Star Code, with the exception of any waivers granted by Council.
12. Requested surety shall be required at 150% of the total estimated installed cost, as approved by the City Engineer or Administrator. The term of approval shall not exceed 180 days. (See Section 8-1 C-1 of the Unified Development Code for a list of eligible items.)

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.
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.
15. A separate sign application is required for any subdivision sign.
16. As built plans for pressurized irrigation systems shall be submitted to the City of Star **prior to signature of the final plat.**
17. Applicant shall provide the City with two (2) full size and two (1) 11"x17" copy of the signed recorded final plat with all signatures, prior to any building permits being issued.
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. The mylar/final plat shall be signed by the owner, Surveyor, Central District Health, ACHD and City Engineer, prior to being delivered to the City of Star for City Clerk's signature.
20. A copy of signed irrigation agreements shall be submitted to the City **prior to signature of the final plat.**
21. All common areas shall be maintained by the Homeowners Association.
22. 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.**
23. A copy of the recorded CC&R's shall be submitted to the City of Star prior to any building permits being issued.
24. **Prior to signature of the final plat**, a signed Irrigation District Agreement with the Irrigation Districts shall be provided to the City of Star. This requirement shall be with each subsequent Final Plat application.
25. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File # FP-21-22 Rosti Farms Subdivision, Final Plat, Phase 6
FP-21-17 on _____, 2021.



ESE CONSULTANTS

ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL

ESE Consultants, Inc.
 3103 W. Sheryl Drive • Suite 100 • Meridian, ID 83642
 T: 208-424-0020

VICINITY MAP

ROSTI FARMS
 SUBDIVISION NO. 6

REV.	DATE	DESCRIPTION	DATE	SCALE	DESIGN	DRAWN	JOB NO.	FILE NAME	SHEET
			7/20/2021	NTS	JB	ALH	4705	105-WF16-100	1 OF 1

August 27, 2021

City of Star
Planning and Zoning
P.O. Box 130
Star, Idaho 83669

RE: Rosti Farms No. 6 – Final Plat Application

Dear Ryan,

Attached for your review is the Final Plat application for Rosti Farms Subdivision No. 6. This plat has been submitted in conformance with the City of Star's Zoning Code and per the approved Preliminary Plat of Rosti Farms Subdivision.

Phase 6 of Rosti Farms Subdivision will include 31 single-family residential and 4 common lots on 12.49 acres. Gross density for this phase is 2.48 units per acre. Lot sizes range from 5,800 s.f – 10,672 s.f with an average lot size of 6,000 s.f.

Approved open space will include our central common area, that will include a playground equipment, benches, pathways, pool, pool-house and a picnic shelter that is within phase 1.

Construction of phase 6 will be in compliance with the approved Preliminary plat. If you have any questions or need additional information, please reach out to me at 208-250-6161 or at sdurtschi@tollbrothers.com

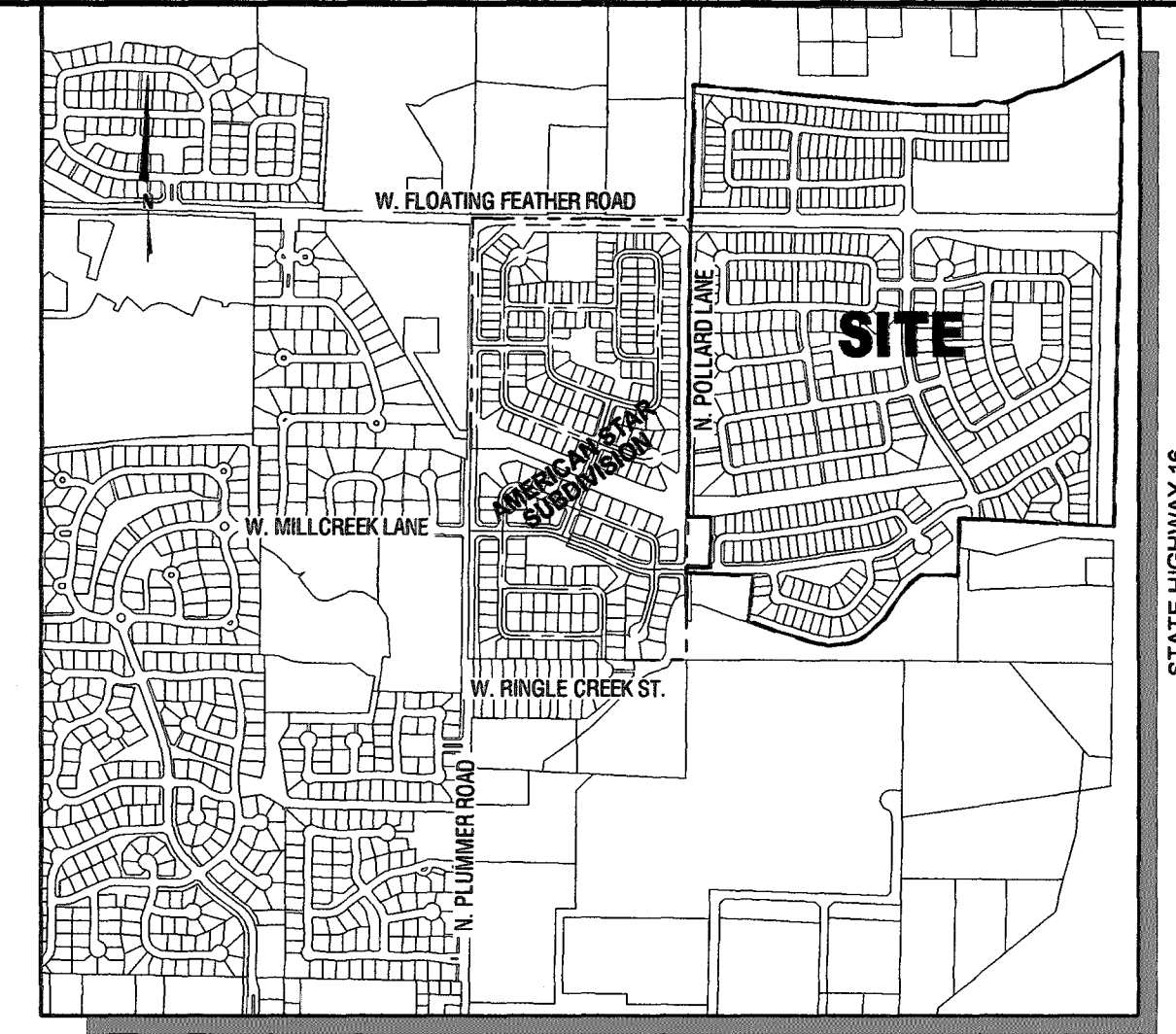
Thanks for your review and assistance with our application,



Sabrina Durtschi
Land Entitlement Manager

PRELIMINARY PLAT
REVISED ROSTI FARMS SUBDIVISION
STAR, IDAHO

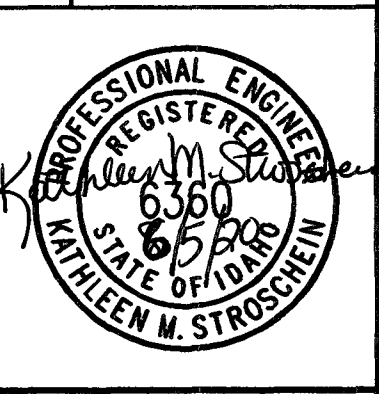
A PORTION OF THE NE 1/4 OF THE NW 1/4 SECTION 09
T.4N., R.1W., B.M. STAR, ADA COUNTY, IDAHO



OWNERS OF RECORD
SAM AND KARI ROSTI
SAMUEL J. ROSTI
ROSTI LAND, LLC
1460 N. POLLARD ROAD
STAR, IDAHO 83669
PHONE (208) 860-0364

DEVELOPER
TOLL SOUTHWEST, LLC
3103 W. SHERIDAN DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
PHONE (208) 425-0020

PLANNER
BECKY MCKAY
ENGINEERING SOLUTIONS
1029 N. ROSARIO STREET, STE. 100
MERIDIAN, IDAHO 83642
PHONE (208) 938-0880
FAX (208) 938-0941
EMAIL: bckymckay@engsol.com



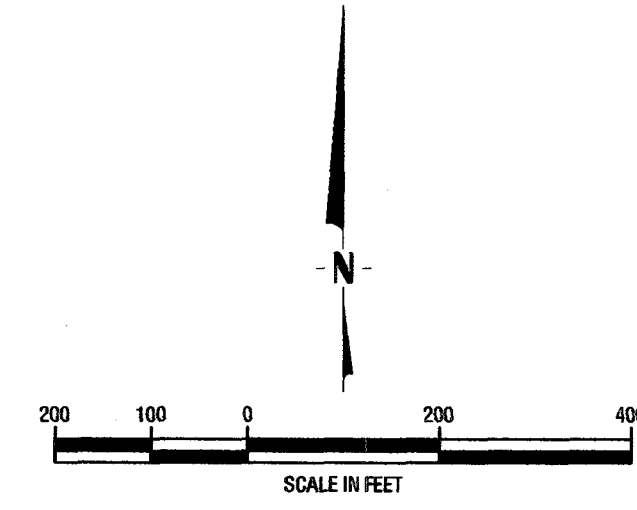
NO.	DESCRIPTION	DATE	BY	REVISIONS
1	PRELIMINARY PLAT	01/06/20	KCH	
2	PRELIMINARY PLAT REV.	06/05/20	RLS	

ENGINEERING SOLUTIONS
1029 N. ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642
PHONE (208) 938-0880 FAX (208) 938-0941

ROSTI FARMS SUBDIVISION
A PORTION OF THE NE 1/4 OF THE NW 1/4 SECTION 09, T.4N., R.1W., B.M.
PRELIMINARY PLAT

DATE ISSUED 02/03/2020
PROJECT NO. 190515
DWG. FILE 190515-P-PREL.dwg
SCALE AS SHOWN
DRAWN BY KCH
CHECKED BY BZM

PP-01
SHEET 1 OF 3



S0403336110
LEGACY EXPANSION, LLC
1252 STATE HIGHWAY 16
EAGLE, ID 83616

S0403336110
LEGACY EXPANSION, LLC
1252 N HWY 16
EAGLE, ID 83616

S50409110001
CLOUD BERRY, LLC
STATE HIGHWAY 16
EAGLE, ID 83616

RUT
S50409141800
CT PALMER FARM, LLC
STATE HIGHWAY 16
EAGLE, ID 83616

S0409131400
DAVID JORDAN LOWE
STATE HIGHWAY 16
EAGLE, ID 83616

RUT
S0409131605
REVLS FAMILY TRUST
771 STATE HIGHWAY 16
EAGLE, ID 83616

S0409244750
STEVEN YOUNG
906 N POLLARD LN
STAR, ID 83669

RUT
S0404336500
STAR CEMETERY
9350 W FLOATING ROAD
STAR, ID 83669

R-3
AMH DEVELOPMENT, LLC
1078 N PLUMMER ROAD
STAR, ID 83669

R-3
S0409223003
AMH DEVELOPMENT, LLC
1078 N PLUMMER ROAD
STAR, ID 83669

S0409244390
EARNST BRADBURY
1024 N POLLARD LN
STAR, ID 83669

R-3
AMH DEVELOPMENT, LLC
1078 N PLUMMER ROAD
STAR, ID 83669

LINE NO.	LENGTH	DIRECTION
L1	32.23'	N74°00'00"E
L2	28.52'	N74°00'00"E
L3	113.30'	N64°19'44"E
L4	202.35'	N78°26'38"E
L5	128.58'	N64°41'47"E
L6	293.31'	N58°28'19"E
L7	88.44'	S50°55'59"W
L8	115.00'	S40°37'03"W
L9	145.83'	S34°22'19"W
L10	145.77'	S47°47'02"W
L11	43.88'	S54°34'01"W
L12	65.71'	S70°03'01"W
L13	131.91'	S83°03'42"W
L14	117.72'	N78°40'28"W
L15	105.68'	N71°11'11"W
L16	115.02'	N74°54'37"W
L17	134.10'	N71°08'39"W
L18	35.22'	N78°17'48"W
L19	36.37'	N00°35'51"E
L20	143.00'	S89°33'59"E
L21	143.00'	N89°33'59"W

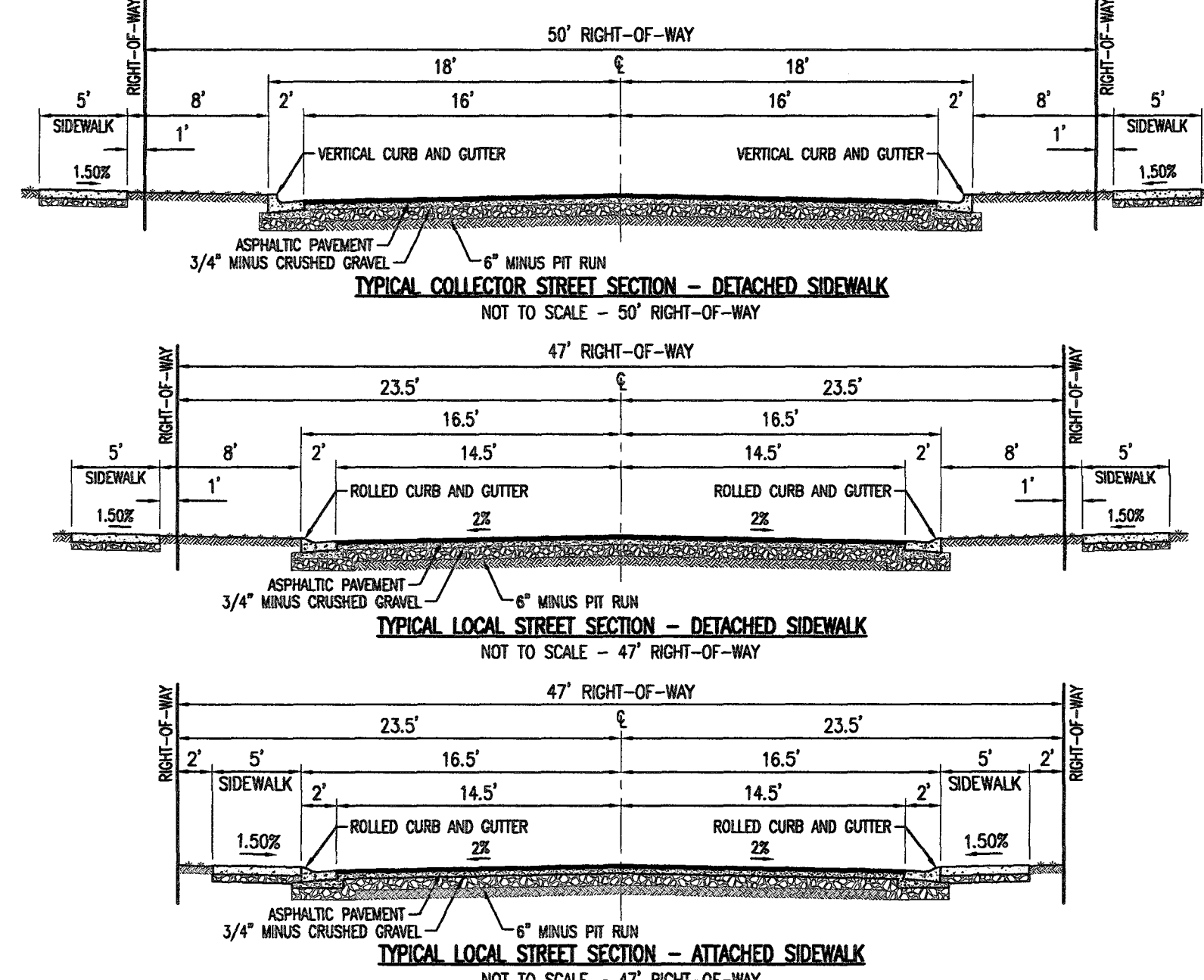
BOUNDARY LINE
SECTION LINE
RIGHT OF WAY LINE
LOT LINE
CENTERLINE
EASEMENT LINE
EXISTING CITY LIMITS
EXISTING ZONING LINE
PROPOSED PHASE LINE

PRELIMINARY PLAT NOTES

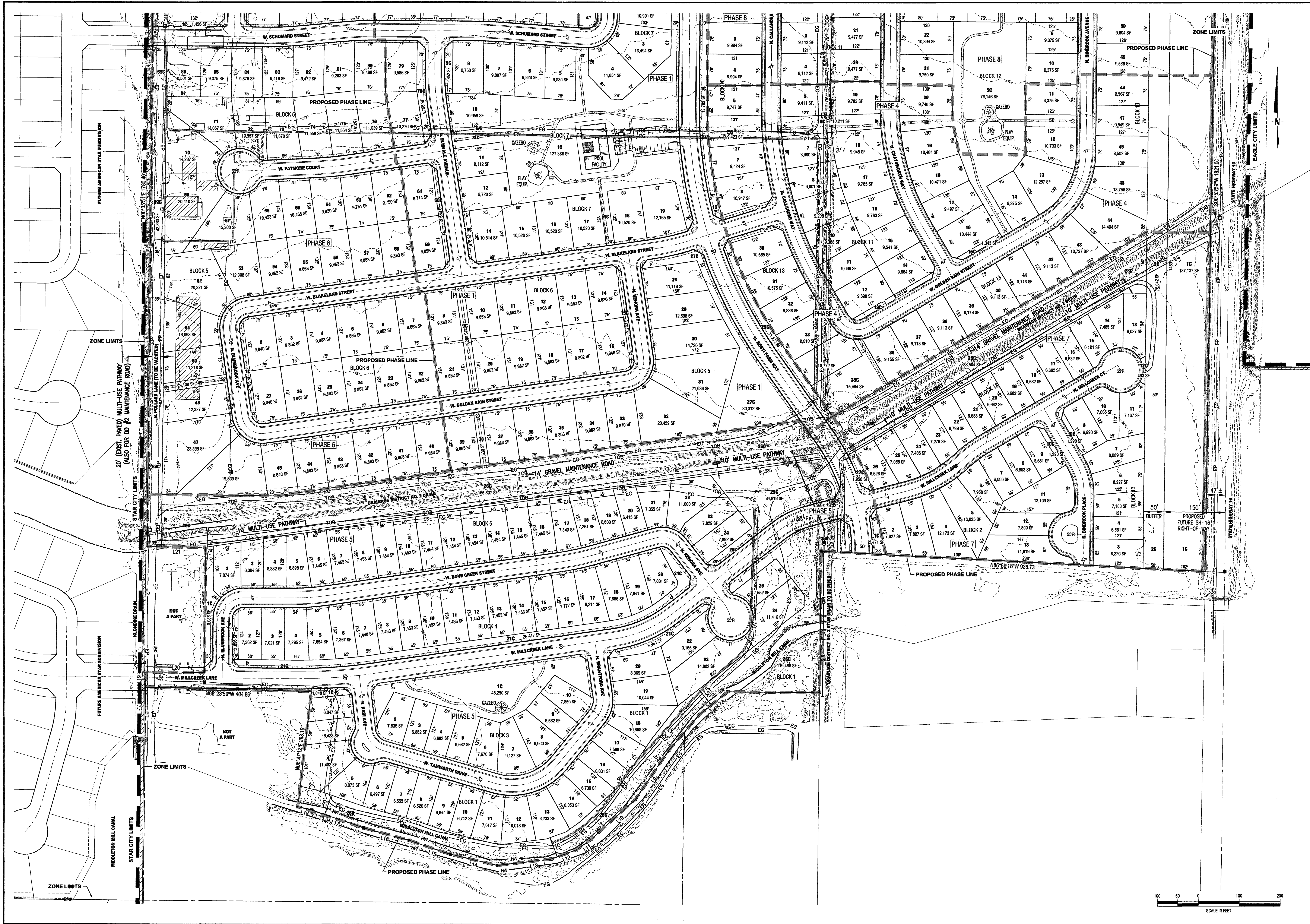
- SANITARY SEWER AND DOMESTIC WATER SERVICE TO BE PROVIDED BY STAR SEWER AND WATER DISTRICT.
- SUBJECT PROPERTY FALLS WITHIN FEMA FLOOD HAZARD ZONES A AND X. SEE FIRM PANEL 160001C0130H, DATED FEBRUARY 19, 2003.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TWELVE (12) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
- THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
- IRRIGATION WATER SHALL BE PROVIDED FROM THE MIDDLETON MILL IRRIGATION DISTRICT AND Foothill Ditch COMPANY IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION SHALL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND THE INDIVIDUAL LOTS SHALL BE SUBJECT TO IRRIGATION WATER ASSESSMENTS.
- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF STAR OR AS OTHERWISE APPROVED WITHIN THE PUD.
- LOTS 1, 25, AND 26, BLOCK 1; LOTS 1 AND 10, BLOCK 2; LOT 1, BLOCK 3; LOTS 1 AND 21, BLOCK 4; LOTS 1, 25, 26, 27, 38, 49, 60, 69 AND 78, BLOCK 5; LOTS 1, 9, AND 15, BLOCK 6; LOTS 1, 9, AND 13, BLOCK 7; LOTS 1, 8, 17, AND 30, BLOCK 8; LOT 1, BLOCK 10; LOTS 1, 6 AND 13, BLOCK 11; LOTS 1, 5, 8, AND 15, BLOCK 12; LOTS 1, 2, 8, 12, 27, 28, 29, 35, 61 AND 67, BLOCK 13; LOTS 1 AND 12, BLOCK 14; LOTS 1, 2, 9, 10, 11, 19, 40, 50 AND 61, BLOCK 15; LOT 1, BLOCK 16; LOTS 1 AND 13, BLOCK 17. ARE OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR ITS ASSIGNS. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE-FAMILY DWELLINGS, EXCEPT LOTS 53-59, BLOCK 15 WHICH MAY BE DEVELOPED AS MIXED USE.
- DIRECT LOT ACCESS TO N. POLLARD LANE, W. FLOATING FEATHER ROAD, AND STATE HIGHWAY 16 IS PROHIBITED.

PRELIMINARY PLAT DATA

TOTAL ACRES	171.70 AC	USEABLE COMMON OPEN SPACE (15.30%) 24.45 AC	ZONING
SINGLE-FAMILY RESIDENTIAL	96.38 AC	DRAINAGE DISTRICT #2 DRAIN (MULTI-USE PATHWAY)	5.84 AC
FUTURE MIXED USE COMMERCIAL AREA	16.97 AC	CENTRAL AMENITY AREA (POOL FACILITY/PLAY EQUIP.)	2.92 AC
PUBLIC RIGHT-OF-WAY	26.44 AC	POCKET PARK (PUBLIC SHELTER/PLAZA)	1.04 AC
W. FLOATING FEATHER ROAD RIGHT-OF-WAY	5.16 AC	PEDESTRIAN PATHWAY LOTS	0.94 AC
FUTURE STATE HWY 16 RIGHT-OF-WAY (SOUTH OF FLOATING FEATHER)	4.30 AC	COMMON LOT WITH PATHWAY	0.65 AC
OPEN SPACE (USABLE & ADDITIONAL OPEN SPACE)	32.45 AC	EASTERLY CENTRAL COMMON LOT (PLAY EQUIP.)	1.82 AC
TOTAL LOTS	493	POLLARD LANE (TO BE VACATED) MULTI-USE PATHWAY	1.38 AC
SINGLE-FAMILY RESIDENTIAL LOTS	428	NORTH AMENITY COMMON LOT (PLAY EQUIP.)	0.44 AC
MIXED-USE LOTS (COMMERCIAL AREA)	7	LINEAR OPEN SPACE (NORTH)	0.59 AC
OPEN SPACE LOTS	60	PEDESTRIAN PATHWAYS/OPEN AREA	0.50 AC
SINGLE-FAMILY RESIDENTIAL PERCENTAGE	50.31%	MILLCREEK LANE COLLECTOR BUFFERS	1.06 AC
MIXED-USE AREA PERCENTAGE	9.88%	ROSTI FARM WAY COLLECTOR BUFFERS	1.37 AC
PUBLIC RIGHT-OF-WAY PERCENTAGE	20.91%	FLOATING FEATHER/ROSTI FARM BUFFERS	3.90 AC
OPEN SPACE/COMMON PERCENTAGE	18.90%	STATE HIGHWAY 16 LANDSCAPE BUFFERS (RESIDENTIAL AREA)	1.75 AC
SINGLE FAMILY LOT DISTRIBUTION	428	POLLARD LANE SIDEWALK/LANDSCAPE BUFFER	0.25 AC
55' WIDE LOTS	(57.04%) 243	ADDITIONAL COMMON OPEN SPACE	8.00 AC
75' WIDE LOTS	(42.96%) 183	MIDDLETON MILL CANAL/STUB DRAIN	2.59 AC
		END BLOCK BUFFERS	1.27 AC
		CUL-DE-SAC BUFFER	0.01 AC
		STORM DRAIN LOTS	0.61 AC
		KLONDIKE DRAIN LOT	0.89 AC
		FOOTHILLS DITCH LOT	2.63 AC
		TOTAL COMMON OPEN SPACE	32.45 AC
		TOTAL COMMON OPEN SPACE PERCENTAGE	20.43%
		ACREAGE USED TO CALCULATE OPEN SPACE REQUIREMENT: 158.85 AC	
		(EXCLUDES SH-16 R-O-W = 6.69 AC. & FLOATING FEATHER R-O-W = 5.16 AC.)	



OVERALL SITE PLAN
SCALE: 1" = 200'



OWNERS OF RECORD
SAM AND KARI ROSTI
SAMUEL J. ROSTI
ROSTI LAND, LLC
1460 N. POLAR ROAD
STAR, IDAHO 83409
PHONE: (208) 885-0884

DEVELOPER
TOLL SOUTHWEST, LLC
3103 W. SHERRY DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
PHONE: (208) 464-6020

PLANNER
BECKY MCKAY
ENGINEERING SOLUTIONS
1028 N. ROSARIO STREET, STE. 100
MERIDIAN, IDAHO 83642
PHONE: (208) 934-9880
FAX: (208) 934-0841
EMAIL: becky@engsol.com

REGISTERED PROFESSIONAL ENGINEER
KATHLEEN M. STROCKLEIN
STATE OF IDAHO
NO. 63562
EXP. 12/31/2024

REVISIONS	
NO.	DESCRIPTION
1	PRELIMINARY PLAN REV. 01/08/2021
2	PRELIMINARY PLAN REV. 06/05/2020

DATE ISSUED: 02/02/2020
PROJECT NO.: 190515
DWG. FILE: 190515-P-PREL.dwg
SCALE: AS SHOWN
DRAWN BY: KDH
CHECKED BY: BZM

ENGINEERING SOLUTIONS, LP

1028 N. ROSARIO STREET, SUITE 100
MERIDIAN, IDAHO 83642
PHONE: (208) 934-9880 FAX: (208) 934-0841

ROSTI FARMS SUBDIVISION
A PORTION OF THE NE 1/4 OF THE NW 1/4 SECTION 08, T.4N., R.1W., B.M.

PRELIMINARY PLAT


PP-02

SHEET 2 OF 3

S0404336500
STAR CEMETERY
9350 W FLOATING ROAD
STAR, ID 83669

4336500
CEMETERY
LOADING ROAD
ID 83669

W1/16 CORNER SECTION 9
3-1/4" ALUMINUM CAP
CORNER RECORD NO. 2018-034915

TAR CITY LIMITS  **POINT OF BEGINNING (LEGAL DESCRIPTION)**

R-3
VELOPMENT, LLC
PLUMMER ROAD
ID 83669

VELOPMENT, LLC
PLUMMER ROAD
ID 83669

409223003
DEVELOPMENT, LLC
PLUMMER ROAD
ID 83669

DEVELOPMENT, LLC
PLUMMER ROAD
ID 83669

DEVELOPER

BILL SOUTHWEST, LLC
W. SHERYL DRIVE, SUITE 100
MERIDIAN, IDAHO 83642
PHONE: (208) 424-0020

PLANNER	BECKY McKAY ENGINEERING SOLUTIONS 1029 W. ROSARIO STREET, STE. 100 MERIDIAN, ID 83642 PHONE: (208) 938-0980 FAX: (208) 938-0941 EMAIL: beckym@entsol.org
----------------	---

REVISIONS				
NO.	DESCRIPTION	DATE	BY	
1	PRELIMINARY PLAT REV.	01/08/20	KDH	
2	PRELIMINARY PLAT REV.	06/05/20	RLS	

**ENGINEERING
SOLUTIONS^{LLP}**

1029 N. ROSARIO STREET, SUITE 100
ANN ARBOR, MI 48106

PROSTI FARMS SUBDIVISION
A PORTION OF THE NE 1/4 OF THE NW 1/4 SECTION 09, T.4N., R.1W., B.M.

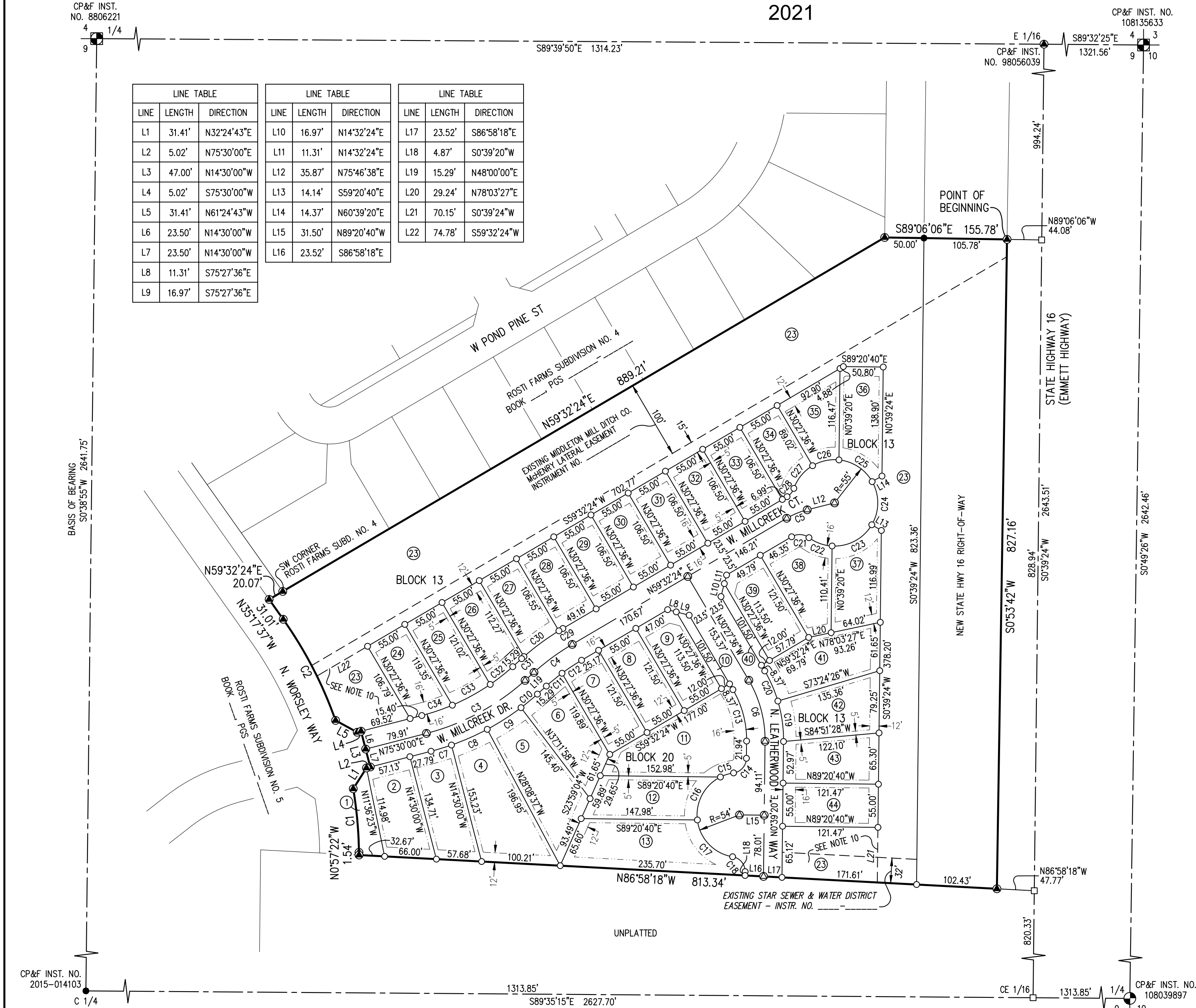
DATE ISSUED	02/03/
PROJECT NO.	19
DWG. FILE	190515-P-PREL
SCALE	AS SH
DRAWN BY	
CHECKED BY	

PP-03
SHEET 3 OF 3

ROSTI FARMS SUBDIVISION NO. 6

LOCATED IN THE W 1/2 OF THE NE 1/4 OF SECTION 9, TOWNSHIP 4 NORTH,
RANGE 1 WEST, B.M. CITY OF STAR, ADA COUNTY, IDAHO
2021

BOOK ____, PAGE ____



LINE TABLE					LINE TABLE					LINE TABLE				
LINE	LENGTH	DIRECTION			LINE	LENGTH	DIRECTION			LINE	LENGTH	DIRECTION		
L1	31.41'	N32°24'43"E			L10	16.97'	N14°32'24"E			L17	23.52'	S86°58'18"E		
L2	5.02'	N75°30'00"E			L11	11.31'	N14°32'24"E			L18	4.87'	S0°39'20"W		
L3	47.00'	N14°30'00"W			L12	35.87'	N75°46'38"E			L19	15.29'	N48°00'00"E		
L4	5.02'	S75°30'00"W			L13	14.14'	S59°20'40"E			L20	29.24'	N78°03'27"E		
L5	31.41'	N61°24'43"W			L14	14.37'	N60°39'20"E			L21	70.15'	S0°39'24"W		
L6	23.50'	N14°30'00"W			L15	31.50'	N89°20'40"W			L22	74.78'	S59°32'24"W		
L7	23.50'	N14°30'00"W			L16	23.52'	S86°58'18"E							
L8	11.31'	S75°27'36"E												
L9	16.97'	S75°27'36"E												

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- CENTERLINE
- LOT LINE
- ADJACENT PROPERTY LINE
- PUBLIC UTILITY, PRESSURE IRRIGATION & LOT DRAINAGE EASEMENT LINE - SEE NOTES 1 & 2
- OTHER EASEMENT LINE AS NOTED
- FOUND ALUMINUM CAP MONUMENT
- FOUND BRASS CAP MONUMENT
- SET 5/8"x30" REBAR w/PLASTIC CAP
- SET 1/2"x24" REBAR w/PLASTIC CAP
- FOUND 5/8" REBAR AS NOTED
- FOUND 1/2" REBAR AS NOTED
- CALCULATED POINT, NOT SET
- LOT NUMBER

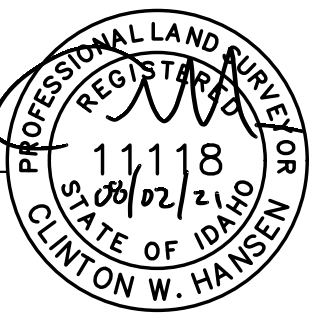
NOTES

- ALL LOT LINES COMMON TO PUBLIC STREETS ARE HEREBY DESIGNATED TO HAVE A SIXTEEN (16) FOOT PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS AND WALKWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
- ALL LOTS ARE HEREBY DESIGNATED AS HAVING A FIVE (5) FOOT PERMANENT EASEMENT ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND TWELVE (12) FOOT PERMANENT EASEMENT CONTIGUOUS TO ALL REAR LOT LINES, FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE, UNLESS OTHERWISE SHOWN. ALL OTHER EASEMENTS ARE AS SHOWN.
- MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED BY THE MIDDLETON IRRIGATION ASSOCIATION, INC. AND FOOTHILLS DITCH COMPANY IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THE SUBDIVISION SHALL BE ENTITLED TO IRRIGATION WATER FROM THESE IRRIGATION ENTITIES, TO BE DELIVERED TO LOTS THROUGH A PRESSURIZED IRRIGATION SYSTEM OWNED AND MAINTAINED BY THE HOMEOWNER ASSOCIATION. THE HOMEOWNER ASSOCIATION WILL BE SUBJECT TO ASSESSMENTS BY THESE IRRIGATION ENTITIES.
- MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT SHALL BE THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY OR THE HOMEOWNER ASSOCIATION.
- LOTS 23 AND 40, BLOCK 13 AND LOTS 1 AND 10, BLOCK 20 ARE DESIGNATED AS COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE ROSTI FARMS SUBDIVISION HOMEOWNER'S ASSOCIATION, OR ITS ASSIGNS. SAID LOTS ARE COVERED BY BLANKET EASEMENTS FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE.
- THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 22-4503, 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."
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. 2020-156437, RECORDS OF ADA COUNTY, IDAHO.
- PORTIONS OF LOT 23, BLOCK 13 AS SHOWN HEREON ARE SERVIENT TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ADA COUNTY HIGHWAY DISTRICT PURSUANT TO SECTION 40-2302, IDAHO CODE THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- THIS SUBDIVISION IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. ____, RECORDS OF ADA COUNTY, IDAHO.
- DIRECT LOT OR PARCEL ACCESS TO N. WORSLEY WAY AND STATE HIGHWAY 16 IS PROHIBITED.

SURVEYOR'S NARRATIVE

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION. THE PLATTED SUBDIVISION BOUNDARY OF ROSTI FARMS SUBDIVISION NO. 4, ROSTI FARMS SUBDIVISION NO. 5, INFORMATION FROM RECORD OF SURVEY NUMBERS 109, 111, 2649, 4288, 6767, 7072, 11174, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

CLINTON W. HANSEN
PLS 11118



CURVE TABLE						CURVE TABLE						CURVE TABLE						CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD	CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	83.26'	525.00'	9°05'11"	N5°02'41"W	83.17'	C10	27.10'	323.50'	4°48'02"	N50°24'01"E	27.10'	C19	52.23'	173.50'	17°14'54"	N7°58'07"W	52.03'	C28	13.94'	20.00'	39°55'25"	N39°34'41"E	13.66'
C2	145.52'	525.00'	15°52'53"	N27°21'10"W	145.06'	C11	25.80'	276.50'	5°20'49"	S50°40'25"W	25.79'	C20	41.99'	173.50'	13°52'02"	N23°31'35"W	41.89'	C29	5.84'	323.50'	1°02'05"	S59°01'21"W	5.84'
C3	143.99'	300.00'	27°30'00"	S61°45'00"W	142.61'	C12	29.89'	276.50'	6°11'34"	S56°26'36"W	29.87'	C21	23.34'	20.00'	66°51'09"	N87°02'02"W	22.03'	C30	55.36'	323.50'	9°48'20"	S53°36'08"W	55.30'
C4	60.42'	300.00'	11°32'24"	S53°46'12"W	60.32'	C13	68.70'	126.50'	31°06'56"	N14°54'08"W	67.86'	C22	31.80'	55.00'	33°07'51"	S70°10'23"E	31.36'	C31	3.95'	323.50'	0°41'58"	S48°20'59"W	3.95'
C5	28.34'	100.00'	16°14'14"	S67°39'31"W	28.24'	C14	26.97'	19.00'	81°20'00"	N41°19'20"E	24.76'	C23	60.29'	55.00'	62°48'41"	N61°51'21"E	57.32'	C32	36.51'	276.50'	7°33'55"	N51°46'58"E	36.48'
C6	81.46'	150.00'	31°06'56"	N14°54'08"W	80.46'	C15	17.62'	54.00'	18°41'36"	S72°38'32"W	17.54'	C24	57.60'	55.00'	60°00'00"	N0°27'00"E	55.00'	C33	55.12'	276.50'	11°25'16"	N61°16'34"E	55.03'
C7	27.24'	323.50'	4°49'29"	N73°05'15"E	27.23'	C16	66.10'	54.00'	70°07'54"	S28°13'47"W	62.05'	C25	52.39'	55.00'	54°34'43"	N56°50'21"W	50.43'	C34	41.08'	276.50'	8°30'48"	N71°14'36"E	41.05'
C8	49.79'	323.50'	8°49'08"	N66°15'57"E	49.74'	C17	69.59'	54.00'	73°50'30"	S43°45'25"E	64.88'	C26	35.00'	55.00'	36°27'39"	S77°38'28"W	34.41'						
C9	51.13'	323.50'	9°03'21"	N57°19'42"E	51.08'	C18	26.97'	19.00'	81°20'00"	N40°00'40"W	24.76'	C27	38.20'	55.00'	39°47'39"	S39°30'48"W	37.44'						

Toll Brothers **LandSolutions**
AMERICA'S LUXURY HOME BUILDER® Land Surveying and Consulting

231 E. 5TH STREET, MERIDIAN ID 83642
(208) 288-2040 www.landsolutions.biz

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT OF ROSTI FARMS SUBDIVISION NO. 6;

A PARCEL BEING A PORTION OF THE W ½ OF THE NE ¼ OF SECTION 9, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE NE ¼ OF SAID SECTION 9, FROM WHICH A 1/2 INCH REBAR MARKING THE SOUTHWEST CORNER OF SAID NE ¼ BEARS S 0°38'55" W A DISTANCE OF 2641.75 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID NE ¼ S 89°39'50" E A DISTANCE OF 1314.23 FEET TO THE NORTHEAST CORNER OF THE W ½ OF SAID NE ¼;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID W ½ OF THE NE ¼ S 0°39'24" W A DISTANCE OF 994.24 FEET TO A POINT;

THENCE LEAVING SAID BOUNDARY N 89°06'06" W A DISTANCE OF 44.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF STATE HIGHWAY 16 BEING THE SOUTHEASTERLY CORNER OF ROSTI FARMS SUBDIVISION NO. 4, AS SHOWN IN BOOK ____ OF PLATS ON PAGES ____ THROUGH ____, RECORDS OF ADA COUNTY, IDAHO, AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY S 0°53'42" W A DISTANCE OF 827.16 FEET TO A POINT;

THENCE LEAVING SAID RIGHT-OF-WAY N 86°58'18" W A DISTANCE OF 813.34 FEET TO AN ANGLE POINT ON THE EASTERLY BOUNDARY OF ROSTI FARMS SUBDIVISION NO. 5, AS SHOWN IN BOOK ____ OF PLATS ON PAGES ____ THROUGH ____, RECORDS OF ADA COUNTY, IDAHO;

THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSES AND DISTANCES;

THENCE N 0°57'22" W A DISTANCE OF 1.54 FEET TO A POINT OF CURVATURE;

THENCE A DISTANCE OF 83.26 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 9°05'11" AND A LONG CHORD BEARING N 5°02'41" W A DISTANCE OF 83.17 FEET TO A POINT;

THENCE N 32°24'43" E A DISTANCE OF 31.41 FEET TO A POINT;

THENCE N 75°30'00" E A DISTANCE OF 5.02 FEET TO A POINT;

THENCE N 14°30'00" W A DISTANCE OF 47.00 FEET TO A POINT;

THENCE S 75°30'00" W A DISTANCE OF 5.02 FEET TO A POINT;

THENCE N 61°24'43" W A DISTANCE OF 31.41 FEET TO A POINT ON A CURVE;

THENCE A DISTANCE OF 145.52 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS NON-TANGENT CURVE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 15°52'53" AND A LONG CHORD BEARING N 27°21'10" W A DISTANCE OF 145.06 FEET TO A POINT OF TANGENCY;

THENCE N 35°17'37" W A DISTANCE OF 31.01 FEET TO A POINT;

THENCE N 59°32'24" E A DISTANCE OF 20.07 FEET TO THE SOUTHWESTERLY CORNER OF SAID ROSTI FARMS SUBDIVISION NO. 4;

THENCE LEAVING THE BOUNDARY OF SAID ROSTI FARMS SUBDIVISION NO. 5 AND ALONG THE SOUTHERLY BOUNDARY OF SAID ROSTI FARMS SUBDIVISION NO. 4 THE FOLLOWING COURSES AND DISTANCES:

THENCE CONTINUING N 59°32'24" E A DISTANCE OF 889.21 FEET TO A POINT;

THENCE S 89°06'06" E A DISTANCE OF 155.78 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 12.49 ACRES MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER AND SEWER SERVICE FROM THE STAR SEWER AND WATER DISTRICT. THE STAR SEWER AND WATER DISTRICT HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____, 20 ____.

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY SUSAN STANLEY, DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED SUSAN STANLEY, KNOWN TO ME TO BE THE DIVISION PRESIDENT OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LLIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____

RESIDING AT _____

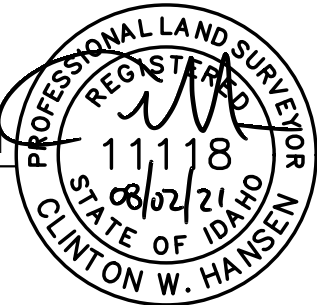
NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN

PLS 11118



SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED
ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE
CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH
SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH, EHS DATE

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____, 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____, HEREBY APPROVE THIS PLAT.

CITY ENGINEER ~ STAR, IDAHO

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____, 20__.

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: _____

_____ COUNTY TREASURER

STATE OF IDAHO }
COUNTY OF ADA } S.S. INSTRUMENT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF

LAND SOLUTIONS, P.C., AT _____ MINUTES PAST ____ O'CLOCK ____ .M. ON

THIS ____ DAY OF _____, 20____, IN BOOK ____ OF PLATS AT PAGES _____.

DEPUTY	EX-OFFICIO RECORDER
--------	---------------------

FEE: _____

CLINTON W. HANSEN
PLS 11118





CITY OF STAR FINAL PLAT AND CONSTRUCTION DRAWING REVIEW CHECKLIST

Subdivision: Rosti Farm Subdivision 6 Phase: Date: 9/29/2021
Developable Lots: 31? Review No: 1
Developer: Toll Brothers Inc. – Lyle Dennison-Swisse
Tel: (208)424-0020 Fax: Email: Ldennison-swisse@tollbrothers.com
Engineer: ESE Consultants, INC. – Justin Bozovich, P.E.
Tel: (208)955-6555 Fax: Email: jbozovich@eseconsultants.com
Property Address: Floating Feather Road & Pollard Lane
Reviewed By: Gentry Jesson, E.I., Keller Associates
Review Check By: Ryan Morgan, P.E., Keller Associates

FINAL PLAT REVIEW

ITEM	OK	NEED	N/A	FINAL PLAT APPLICATION REQUIREMENTS
1	x			Submit two (2) copies of final engineering construction drawings showing streets, sidewalk, water, sewer, pressure irrigation, street lighting, landscaping, and other public improvements.
2			x	Submit one (1) 8½ x 11 map showing property in relation to floodplain and/or floodway. Provide Floodplain Development Permit Application as required.
3	x			Provide (1) copy of the "Preliminary Plat Findings of Fact and Conclusions of Law".
4	x			Landscape plan provided. Confirm consistent with approved preliminary plat.
5	x			Verified written legal description.
6		x		Letter of credit for outstanding pressure irrigation and landscaping improvements only when weather conditions precludes construction of improvements prior to signature of mylar.
ITEM	OK	NEED	N/A	FINAL PLAT REVIEW
7	x			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. Please update instrument numbers before

				final signatures are obtained.
8	x			Right to Farm Act Note on face of plat. Note 8
9			x	Note on face of plat: "This subdivision is located within zone XX as shown on the firm panel ###, City of Star, Ada County, (or Canyon County?) Idaho and Incorporated Areas. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit."
10	x			10-foot utility and irrigation easements are shown, or noted, along the front lot lines, rear lot lines, and side lot lines as required.
11	x			Note is shown on the final plat: "Minimum building setbacks shall be in accordance with the City of Star applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and / or required, or as shown on the this plat." Note 3
12	x			Seal of Professional Land Surveyor is displayed, dated, and signed on face of plat.
13	x			Water and sewer easements shown on face of plat. In Owner Certification referencing sewer and water.
14	x			On the signature page of the plat please include the following "I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF STAR, ADA COUNTY, IDAHO, ON THIS DAY, _____, HEREBY APPROVE THIS PLAT." underneath the <u>APPROVAL OF CITY ENGINEER</u> line, and before the signature line.
15	x			"Change of Ownership" document filed with the IDWR to the HOA for all conveyable water rights.

CONSTRUCTION DRAWING REVIEW

ITEM	OK	NEED	N/A	GENERAL
16	x			Construction drawings are stamped, signed, & dated by a professional engineer licensed in the State of Idaho. Justin E. Bozovich
17	x			Natural features map showing all existing site features and 1-foot contour elevations is provided in accordance with the City's code. Page 2&3
18	x			Each sheet has north arrow, graphic scale, date, title block and sheet number.
19	x			All profiles are drawn to the same horizontal scale as

				plan views.
20	x			Street lighting plans are provided showing pole locations and luminary types. At every corner and end of cul-de-sac. All street lighting shall be in accordance with the current edition of the ISPWC and the City of Star Supplemental Specifications.
ITEM	OK	NEED	N/A	FLOODPLAIN DEVELOPMENT
21			x	Provide completed Floodplain Application. Floodplain application must be approved prior to approval of final plat.
22			x	Floodplain and floodway boundaries and elevations are shown on the grading plans and final plat.
23			x	Building lowest floor elevations are greater than or equal to 2-feet above the base flood elevation, or verification is provided of flood proofing.
24			x	Enclosed spaces located below 2-feet above the BFE adequately vented (1 square inch of venting per square foot of enclosed space).
25			x	Roadway centerline elevations and manhole and other minor structure rim elevations are 0.5-feet above the base flood elevation.
26			x	All buildings are set back a minimum of 50-feet from the floodway boundary line except that when the area of special flood hazard boundary is 50-feet or less from the flood way line, the boundary line shall be the setback line.
27			x	Easements and conveyance provisions have been made for connection between the floodway and any detached floodwater storage impoundment.
28			x	Calculations are provided and show 48-hour max time period for 100% utilization of detached storage impoundment.
ITEM	OK	NEED	N/A	GRADING PLAN
29	x			Grading plans are provided and are stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
30	x			Grading plans show finished, existing, and base-flood 1-foot contour elevations.
31	x			Drainage facilities and easements are shown. Drainage district No. 2 drain, drain basin bottom right structure, drain basin left most edge
32	x			Plan and profile sheets show proposed and existing utilities (rim elevations, pipe invert elevations, etc.), finished centerline roadway grades, existing grade, and base flood elevations.
33	x			Existing irrigation ditches, canals, and easements are shown.
34	x			Cut and fill slopes are no steeper than 2H:1V. (Spot

				checked by City Engineer) Earthwork note 3, keynote on page 3 shows to match elevation
35	x			Tops and toes of all cut and fill slopes are set back from property boundary at least 3-feet plus 1/5 the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer)
36	x			Tops and toes of cut and fill slopes are set back from structures 6-feet plus 1/5 of the height of the cut or fill but need not exceed 10-feet. (Spot checked by City Engineer)
37	x			Provisions have been made for erosion control at pipe outfalls, along steep earth slopes, and within drainage ditches. Page 9, stormwater basin notes and detail
38			x	The vertical datum used for elevations shown on grading and drainage plans is NAVD 88 for all developments that are fully or partially within the floodplain.
39	x			Existing and proposed elevations match at property boundaries. See item 34
ITEM	OK	NEED	N/A	DRAINAGE PLAN
40	x			Drainage plans are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
41	x			Drainage calculations are provided and stamped, dated, and signed by a professional engineer licensed in the State of Idaho.
42	x			Narrative is provided that describes the proposed method of stormwater retention.
43	x			Drainage calculations contain no arithmetic errors. Drainage basin map areas match calculations. (Spot checked by City Engineer)
44	x			The design storm, percolation rate, or other design criteria are within accepted limits. (ITD Zone A—IDF Curve; Storage designed for 100 year storm; Primary conveyance designed for 25-year storm) page 4 of stormwater report
45			x	Peak discharge rate and velocity through sand and grease traps calculated and are less than 0.5 ft/sec.
46	x			Section view of drainage facility provided. Page 9
47	x			Able to determine drainage directions from information given.
48	x			Drainage facilities do not conflict with other utilities. (Spot check by City Engineer)
49			x	Provision for conveyance or disposal of roof drainage provided for commercial developments.
50	x			Storm water pretreatment provided. BMP facilities are designed in conformance with the “State of Idaho Catalog of Stormwater Best Management Practices”.

				Page 9, BMP's listed in notes D4, D5
51	?			5-foot setback from property line maintained for drainage facilities.
52	x			Drainage basin / pond dimensions listed or noted. Page 9 basin section view
53	x			Drainage facilities drawn to scale on grading and drainage plan.
54	x			Drain rock, ASTM C33 sand, or pond liner specified. "clay liner per achd specifications"
55		x		3-foot separation from bottom of drainage facility to maximum seasonal high groundwater elevation shown on detail. Page 9, D4/5 basin notes, separation does not meet standards
56	x			Vegetative cover shown over biofiltration facilities. Page 9, Stormwater basin note 1
57			x	Appropriate license agreements have been executed and are provided for offsite discharge of storm water.
ITEM	OK	NEED	N/A	GRAVITY IRRIGATION
58			x	Plan approval letter is provided from the appropriate irrigation district.
ITEM	OK	NEED	N/A	PRESSURE IRRIGATION
59	x			Plans for a pressure irrigation system are provided (Required only if development contains more than four lots). Page 15
60	x			The pressure irrigation system is <i>not</i> connected to the potable water system.
61	x			Design provides a minimum of 15 gpm @ 45 PSI to each destination point. Rotation schedule included in Phase 1
62	x			Easements are provided for all pressure irrigation piping. (Note on face of plat).
63	x			Main line distribution piping is 3-inches in diameter or greater. 4"
64			x	Provisions are made for diversion and flow measurement from a gravity irrigation source ditch.
65	x			Applicant provided verification with a signed contract indicating written assurance that provisions have been made for ownership, operation, and maintenance of the irrigation system.
66			x	Provide written verification and plan approval from Star Sewer and Water District if potable water is planned to be used as a secondary irrigation source.
67	x			Provided verification that water rights will be transferred to the association managing entity.
68	x			If pressure irrigation will not be available to each lot at all times, provide rotation schedule for irrigation system usage identifying times and days that pressure irrigation

				will be available to each lot.
ITEM	OK	NEED	N/A	RE-SUBMITTAL REQUIREMENTS*
69		x		Return (1) one revised plan set in pdf format with the redlined set for review and/or approval to Keller Associates. Unbound or un-collated plan sets will not be accepted.
70		x		Provide a response letter, referencing the City of Star , with the revised plan set that highlights what actions were taken to correct any outstanding items.

***All re-submittals should be returned to the City of Star for re-review.**

Notes:

Additional Final Plat Comments:

-

Additional Construction Drawing Comments:

-



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning Department *Shen T. Smith*

MEETING DATE: **October 19, 2021 – PUBLIC HEARING**

FILE(S) #: **AZ-21-04 Annexation and Zoning**
DA-21-06 Development Agreement
PP-21-01 Preliminary Plat for Stargazer Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Endurance Holdings, LLC
1977 E. Overland Road
Meridian, ID 83642

Property Owner:

Open Door Rentals, LLC
1977 E. Overland Road
Meridian, ID 83642

Property Owner:

Jerry Z (Zach) Bruneel
3035 N. Hamlet Lane
Star, ID 83669

Applicant/Representative:

Jane Suggs, Gem State Planning
9840 W. Overland Road, Suite 120
Boise, Idaho 83709

REQUEST

Request: The Applicant is seeking approval of an Annexation and Zoning (R-3), a Development Agreement, and a Preliminary Plat for a proposed residential subdivision consisting of 125 residential lots and 10 common lots. The property is located at 2987 & 3035 N. Hamlet Lane, and 10820 & 10824 W. New Hope Road in Star, Idaho. The property consists of 41.96 acres with a proposed density of 3 dwelling units per acre.

UPDATE

The applicant has agreed to limit the total density of the Subdivision to 3 dwelling units per acre, including the potential redevelopment of the Bruneel Lot in the future. The applicant agrees to remove 3 lots within the Stargazer Subdivision to a total of 122 residential lots, with the ability of Bruneel's Lot 15, Block 1 to re-subdivide into a maximum total of 6 lots (including the existing home). This will be included as a condition of approval on the Preliminary Plat and the Development Agreement.

Gem State Planning, LLC

October 1, 2021

Mr. Shawn Nickel, City Planner
City of Star
10769 W. State Street
Star, Idaho 83669

Subject: Stargazer Subdivision on New Hope Road
Proposed revisions to Preliminary Plat and Development Agreement

Dear Mr. Nickel:

Last month Shawn Brownlee and I met with Mr. Zach Bruneel to discuss Mr. Bruneel's desire to potentially re-develop his lot in the future. We have worked out a solution.

Mr. Bruneel will have the ability to potentially re-develop a total of 6 lots (his existing home + 5 new lots) on his existing property. We will remove 3 buildable lots from the Stargazer preliminary plat so that the revised development will include a total of 122 lots, instead of 125 lots. The 122 lots will include Mr. Bruneel's Lot 15, Block 1. The resulting density is 3 dwelling units/acre. The area of the lost lots will be folded into the remaining buildable lots, since we already exceed the usable open space requirement. The layout of the subdivision will not significantly change.

If this compromise is satisfactory to you, please schedule Stargazer Subdivision annexation, rezone, DA and preliminary plat at the next available City Council hearing. Upon approval by Council we will submit a revised preliminary plat.

Please do not hesitate to contact me if you have questions.

Sincerely,



Jane Suggs

cc: Shawn Brownlee, Trilogy Development
Zach Bruneel



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

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

MEETING DATE: **June 15, 2021 – PUBLIC HEARING**

FILE(S) #: **AZ-21-04 Annexation and Zoning**
DA-21-06 Development Agreement
PP-21-01 Preliminary Plat for Stargazer Subdivision

OWNER/APPLICANT/REPRESENTATIVE

Property Owner:

Endurance Holdings, LLC
1977 E. Overland Road
Meridian, ID 83642

Property Owner:

Open Door Rentals, LLC
1977 E. Overland Road
Meridian, ID 83642

Property Owner:

Jerry Z (Zach) Bruneel
3035 N. Hamlet Lane
Star, ID 83669

Applicant/Representative:

Jane Suggs, Gem State Planning
9840 W. Overland Road, Suite 120
Boise, Idaho 83709

REQUEST

Request: The Applicant is seeking approval of an Annexation and Zoning (R-3), a Development Agreement, and a Preliminary Plat for a proposed residential subdivision consisting of 125 residential lots and 10 common lots. The property is located at 2987 & 3035 N. Hamlet Lane, and 10820 & 10824 W. New Hope Road in Star, Idaho. The property consists of 41.96 acres with a proposed density of 3 dwelling units per acre.

PROPERTY INFORMATION

Property Location: The subject property is generally located on the northwest corner of the intersection of N. Brandon Road and W. New Hope Road. Ada County Parcel No's R3843650400, R3843650100, R3843650300 & R3843650200.

Existing Site Characteristics: The property is currently 4 separate parcels, each with a single-family home and pasture ground.

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 – Some, around homes.
- ✧ Riparian Vegetation – No known areas.
- ✧ Steep Slopes – No.
- ✧ Stream/Creek – None.
- ✧ Unique Animal Life – No unique animal life has been identified.
- ✧ Unique Plant Life – No unique plant life has been identified.
- ✧ Unstable Soils – No known issues.
- ✧ Wildlife Habitat – No wildlife habitat has been developed or will be destroyed.
- ✧ Historical Assets – No historical assets have been observed.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	December 18, 2019/February 4, 2021
Neighborhood Meeting Held	February 22, 2021
Application Submitted & Fees Paid	April 7, 2021
Application Accepted	April 20, 2021
Residents within 300' Notified	April 20, 2021
Agencies Notified	April 20, 2021
Legal Notice Published	April 22, 2021
Property Posted	June 2, 2021

HISTORY

There have been no previous requests through the City for development of this property. The property is part of an existing, 4-lot County Subdivision (Hutton Ranchettes Subdivision).

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

	Zoning Designation	Comp Plan Designation	Land Use
Existing	County Rural Transitional (RUT)	Estate Residential	Single Family Dwellings/ Pasture
Proposed	R-3-DA	Estate Residential	Single Family Residential
North of site	R-3-DA	Estate Residential	Collina Vista Sub.

South of site	County Rural Transitional (RUT) / Residential (R-4)	Neighborhood Residential	Rusty Spur Ranchettes
East of site	Residential (R-3)	Estate Residential	Greendale / Greendale Grove Subdivisions
West of site	Residential (R-3-DA)	Estate Residential	Roselands Subdivision

CODE DEFINITIONS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

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

B. Standards:

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

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

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

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

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

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

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-3	35'	15' to living area/side load garage 20' to garage face	15'	5' per story (2)	20'

Notes:

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

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

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

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

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

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

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

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 Residential (R-3) 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 2.97 dwelling units per acre. The current Comprehensive Plan Land Use Map designates this property as Estate Residential, with an anticipated density of 1 to 3 dwelling units per acre. The requested density is within this designation. The requested zoning designation and density meets the intent of the Comprehensive Plan.

PRELIMINARY PLAT:

The Preliminary Plat submitted contains 125 single family residential lots, and 10 common area lots for a total of 135 total lots. The buildable, residential lots range in size from 5,750 square feet to 12,162 square feet with an average buildable lot of 8,061 square feet. The applicant has indicated that the development will contain a total of 6.77 acres (16.2%) of open space. The applicant states that useable open space, not including street buffers and endcaps equal to 5.55 acres (13.3%) 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.

According to the plat map, two of the existing four homes will remain and be platted within the development. The first home will be on Lot 16, Block 1 and will have direct access on a public street. The second home will be located on Lot 10, Block 4, also with direct street access. This leaves 123 new buildable lots in the development.

The development will be accessed on the west via Meadow Lilly Street off Roseland Way. Access on the east off N. Brandon Road and W. Bellatrix Street. Access on the south will be directly off W. New Hope Road via N. Bright Light Avenue. The current private street, Hamlet Lane will be replaced by the new public street, N. Bright Light Avenue. The development will also have a stub road on the north of the property, N. Hosa Avenue, that will connect with the Collina Vista development in the future.

The development will have a five (5) foot detached sidewalk along W. New Hope Road with a landscape strip and a twenty-five (25) foot buffer.

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 children's play structure, covered picnic shelter and pathway connections for access to the development and park. The development is also proposing 3 open areas that measure 50 ft by 100 ft or larger, that qualify as an amenity, per Section 8-4E-2.

ADDITIONAL DEVELOPMENT FEATURES:

- Sidewalks
Internal sidewalks are proposed at five-foot (5') widths and will be attached throughout 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 design that satisfies the Star City standards.
The streetlight plan submitted needs lights added the intersections of N. Brandon Road and W. New Hope Road. N. Brandon Road and W. Bellatrix Street and W. Wild

Aster Street and N. Nembus Avenue. All other proposed light locations satisfy code requirements.

- 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. Section 8-8C-2, J5 states that a minimum of one deciduous shade tree per four thousand (4,000) square feet of common area shall be provided. Client shall update the landscape plan to show the appropriate trees in the common areas. Because the preliminary plat was revised after the original submittal of the application, a revised landscape plan referencing all new changes shall be submitted prior to final plat.
- Setbacks – Client is not requesting any set back waivers and will adhere to the R-3 requirements outlined earlier in this report.
- Block lengths – All blocks meet the 750' block length requirement.
- Mailbox Cluster – Star Postmaster Mel Norton has approved the mailbox cluster for the entire development to be placed on Block 4, Lot 8 in the northeast corner of the lot facing N. Bright Light Avenue. Approval letter included in the application packet.
- Phasing – The development is proposing to be built out in two (2) phases.
- Pressure Irrigation – Block 2, Lot 20 will have a new pressure irrigation pump station installed that will be maintained by the homeowner's association.

AGENCY RESPONSES

Keller and Associates	June 02, 2021
ITD	March 4, 2021
ACHD	Pending
DEQ	April 30, 2021
Farmer's Union Ditch Company	June 03, 2021
West Ada School District	June 7, 2021
Central District Health	April 20, 2021
COMPASS	May 10, 2021

PUBLIC RESPONSES

No public comments have been received.

STAFF ANALYSIS & RECOMMENDATIONS

Staff is overall 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 modification, 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.

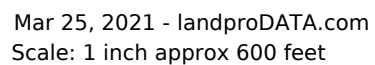
CONDITIONS OF APPROVAL

1. **Lot 15, Block 1 shall be permitted to re-subdivide with a maximum of 6 residential lots, including the existing dwelling. The owner shall submit all required applications to the City for approval.**
2. **The applicant shall submit a revised preliminary plat with a maximum of 122 residential lots. The revised preliminary plat shall be submitted prior to acceptance of the final plat application.**
3. The approved Preliminary Plat for the Stargazer Subdivision shall comply with all statutory requirements of applicable agencies and districts having jurisdiction in the City of Star.
4. All public streets shall have a minimum street width of 36' and shall be constructed to ACHD standards.
5. The stub street shall be built in accordance with Star Fire District requirements.
6. 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.
7. 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, showing the required additional streetlight locations prior to Final Plat approval.**

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. This shall include the berm along W. New Hope Road.
9. Common area trees shall be provided as stated in Section 8-8C-2, J5, including one (1) tree per four thousand (4,000) square feet. **A revised landscape plan shall be provided prior to final plat submittal showing the correct number of trees in the common areas and street buffers and shall include any revisions to the preliminary plat.**
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 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.
16. 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.
17. 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.
18. All common areas shall be owned and maintained by the Homeowners Association.
19. 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.**
20. A sign application is required for any subdivision signs.
21. **Owner/Developer will agree to install a 2" (High Density Polyethylene) HDPE SDR-11 roll pipe in the shared utility trench to be used for future fiber optic and/or copper telecommunication cables.**
22. Any additional Condition of Approval as required by Staff and City Council.

COUNCIL DECISION

The Star City Council _____ File #AZ-21-04/PP-21-01/DA-21-06 for Stargazer Subdivision on _____, 2021.



The materials available at this website are for informational purposes only and do not constitute a legal document.

Gem State Planning, LLC

March 30, 2021

Mr. Shawn Nickel, City Planner
City of Star
10769 W. State Street
Star, Idaho 83669

Subject: Stargazer Subdivision on New Hope Road
Applications for Annexation, Rezone, Preliminary Plat and Development Agreement

Dear Mr. Nickel:

On behalf of Trilogy Development please accept the subject applications for Stargazer Subdivision, located north of New Hope Road, between Brandon Road and Roseland Way. (4N, 1W, Section 5). Stargazer is the re-subdivision of the Hutton Ranchettes Subdivision, platted in 1998, that created 4 lots of approximately 10 acres each. The property to be redeveloped is 41.84 acres and is zoned RUT in Ada County. Stargazer Subdivision will include 125 single family home lots for a density of 3.0 dwelling units per acre (3.0 du/ac)

Annexation and Rezone

The property is located west of the recently annexed Greendale Subdivision, east of Roselands Subdivision and south of Collina Vista Subdivision (a part of Roselands Sub). The Star Comprehensive Plan Future Land Use Map was recently amended to re-designate the properties north of New Hope Road from "Neighborhood Residential", with allowable densities from 3-5 du/acre, to "Estate Residential", with densities from 1-3 du/acre. This change occurred as the plan for Stargazer Subdivision was being drafted for submittal. Stargazer Subdivision was redesigned to meet the new Estate Residential designation, with 125 buildable lots on 41.84 acres or 3.0 du/acre.

Preliminary Plat

The 125 buildable lots in Stargazer include 123 new single family home lots and 2 existing home lots (Lot 16, Block 1 and Lot 10, Block 4). The new SF home lots range in size from 5750 sf to 12,902 sf. All new home lots will meet the R-3 zoning district dimensional standards in the Star Unified Development Code (UDC) 8-3A-4.

Open Space and Amenities

The open space and amenities meet the requirements of the Star UDC 8-4E-2. The common open space lots in Stargazer total 6.77 acres or 16.2% of the total project site. The usable open space is 5.55 acres or 13.3% of the subdivision. The qualified amenities include children's play

structure, picnic shelter/ pergola and pathways located in the 3.1 acre community park (Lot 8, Block 4). Lot 9, Block 1 will be a large, 1.7-acre grassy lot that is perfect for open play.

Street and Utilities

All streets in Stargazer are public streets and meet ACHD and Star requirements. New Hope Road will be improved with curb, gutter and detached sidewalk and will include a dedication of 12' of right of way, plus a 25' landscape buffer.

Residents will access Stargazer Subdivision on the west side on Meadow Lily Street via Roseland Way and on the east side on Bellatrix Street via N. Brandon Road. The current access to the property, Hamlet Lane, will be replaced with N. Bright Light Avenue. All New Hope Road accesses meet ACHD offset criteria. A stub street to the north, Hosta Ave, will connect to Collina Vista Subdivision. The unused ACHD right of way along the east property line will be vacated.

Water, sewer, and pressurized irrigation will be provided to each buildable lot. A new pressure irrigation pump station will be constructed on Lot 20, Block 2. Stormwater will be stored and treated in subsurface infiltration basins as shown on the preliminary plat sheet 2.

A traffic study was prepared and submitted to ACHD and ITD on February 9, 2021 and has been accepted by both agencies.

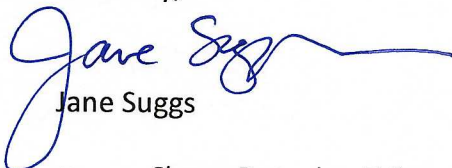
Neighborhood Meeting

A neighborhood meeting was held on October 1, 2020. The plan discussed at that time included 124 buildable lots on 31.21 acres and a density of 3.97 du/acre. After the City's Comprehensive Plan was revised in December 2020, the developer purchased additional land and redesigned the preliminary plat; now 125 buildable lots on 41.84 acres and a density of 3.0 du/acre.

A second neighborhood meeting was held on February 22, 2021 that included the residents within 300' of the newly acquired property.

Stargazer Subdivision will be an attractive addition to the City of Star and we look forward to working with you through the approval process. Please let me know if you have questions about the applications or the proposed Stargazer community.

Sincerely,



Jane Suggs

cc: Shawn Brownlee, Trilogy Development

9839 W. Cable Car Street, Suite 101, Boise, Idaho 83709



PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
	AUSTRIAN PINE	PINUS NIGRA	6-8' HT B4B
	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	6-8' HT B4B
	FAT ALBERT BLUE SPRUCE	PICEA FUNGENS 'FAT ALBERT'	6-8' HT B4B
	MOONGLOW JUNIPER	JUNIPERUS SCOPIULORUM 'MOONGLOW'	6-8' HT B4B
	NORWAY SPRUCE	PICEA ABIES	6-8' HT B4B
	VANDERWOLFS PINE	PINUS FLEXILIS 'VANDERWOLFS'	6-8' HT B4B
SHADE TREES (CLASS III)			
	BLOODGOOD LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B4B
	SHAMP OAK	QUERCUS BICOLOR	2" CAL B4B
SHADE/STREET TREES (CLASS II)			
	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2" CAL B4B
	CRIMSON SPIRE OAK	QUERCUS ROBUR x Q. ALBA 'CRIMSCHMIDT'	2" CAL B4B
	CHANTICLEER PEAR	PYRUS CALLERYANA 'GLEN'S FORM'	2" CAL B4B
	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2" CAL B4B
	LITTLELEAF LINDEN	TILIA CORDATA	2" CAL B4B
	AMERICAN SWEETGUM	LIQUIDAMBAR STYRACIFLUA	2" CAL B4B
	TULIP TREE	LIRIODENDRON TULIPIFERA	2" CAL B4B
ORNAMENTAL TREES (CLASS I)			
	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	6-8' HT. MULTI-STEM
	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA 'CANADA RED'	6-8' HT. MULTI-STEM
	CRUZAN CRUSADER HAWTHORN	CRATAEGUS CRUS-GALLI 'CRUZAM'	2" CAL B4B
	HOTWINGS MAPLE	ACER TATARICUM 'GARANN'	6-8' HT. MULTI-STEM
	ROYAL RAINDROPS CRABAPPLE	MALUS x 'JFS-KN5'	2" CAL B4B
	SPRING SNOW CRABAPPLE	MALUS 'SPRINGSNOW'	2" CAL B4B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	ARIZONA SUN GAILLARDIA	GAILLARDIA x 'ARIZONA SUN'	1 GAL
	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL
	BLUE GRAMMA GRASS	BOUDELLOUA GRACILIS 'BLONDE AMBITION'	1 GAL
	BLUE MIST SPIREA	CARYOPTERIS x GLANDONENSIS 'BLUE MIST'	2 GAL
	BLUE OAT GRASS	HELIOTRICHON SEMPERVIRENS	1 GAL
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTON'	3 GAL
	PURPLE CONEFLOWER	ECHINACEA PURPUREA	1 GAL
	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	2 GAL
	DART'S GOLD NINEBARK	PHYSCARPUS OPULIFOLIUS 'DART'S GOLD'	3 GAL
	STELLA DE ORO DAYLILLY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	FINE LINE BUCKTHORN	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL
	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	3 GAL
	HUSKER RED PENSTEMON	PENSTEMON DIGITALIS 'HUSKER RED'	1 GAL
	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
	CALAMAGROSTIS ARUNDINACEA 'K.F.'	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'DONNA MAY'	3 GAL
	HIDCOTE BLUE ENGLISH LAVENDER	LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE'	1 GAL
	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL
	BRAKELIGHTS RED YUCCA	HESPERALOE PARVIFLORA 'PERPA'	3 GAL
	SUMMERWINE NINEBARK	PHYSCARPUS OPULIFOLIA 'SEWARD'	5 GAL
	LAWN		
	6" VINYL FENCE ALONG PERIMETER PROPERTY LINES (TYP.)		
	6" VINYL FENCE W/ LATTICE TOP ALONG COMMON AREAS (TYP.)		
	EXISTING FENCING (TYP.)		

NOTES

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF STAR ORDINANCE REQUIREMENTS.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SWALE SAND WINDOWS.
- NO TREES SHALL IMPEDE THE 40' VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISION WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS. BUILDER SHALL BE REQUIRED TO INSTALL STREET TREES 5' FROM BACK OF SIDEWALKS EVERY 50' ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. FLEXIBILITY IN TREE PLACEMENT AND QUANTITIES TO BE GIVEN FOR DRIVEWAY AND UTILITY CONFLICTS.
- LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTERS PRE-APPROVAL. PLANTING BED QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
- ALL EXISTING TREES ON SITE TO BE REMOVED EXCEPT THOSE AROUND EXISTING HOME TO REMAIN.

LANDSCAPE CALCULATIONS

COLLECTOR ROAD LANDSCAPE REQUIREMENTS: PLANT MATERIAL PER 100' - TWO (2) SHADE TREES, TWO (2) EVERGREEN TREES.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
W. NEW HOPE ROAD (COLLECTOR)	25'	1225' / 100' =	25 SHADE TREES 25 EVERGREENS	22 SHADE TREES 4 ORNAMENTAL TREES 27 EVERGREENS

NUMBER OF TREES PROVIDED ON BUFFERS:	58
NUMBER OF TREES PROVIDED ON COMMON LOTS:	166
NUMBER OF TREES PROVIDED ON RESIDENTIAL STREETS:	125
TOTAL NUMBER OF TREES:	344

DEVELOPMENT DATA

TOTAL AREA	41.10 ACRES
COMMON AREA	6.71 ACRES (16.2%)
USEABLE OPEN SPACE	5.50 ACRES (13.15%)

BUILDABLE LOTS	125
COMMON AREA LOTS	10
TOTAL LOTS	135

EXISTING ZONING	RUT/RT
EXISTING ZONING	R-3

OWNER(S)		
ENDURANCE HOLDING LLC 1977 E. OVERLAND RD BOISE, ID 83642	OPEN DOOR RENTALS LLC 1977 E. OVERLAND RD BOISE, ID 83642	BRUNEEL, JERRY Z. 3035 HAMLET LN. STAR, ID 83669
DEVELOPER	PLANNER/CONTACT	ENGINEER
TRILOGY DEVELOPMENT, INC. 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709	JANE SUGGS GEM STATE PLANNING 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709	DAVID A. BAILEY, P.E. BAILEY ENGINEERING, INC. 1119 E. STATE ST. SUITE 210 EAGLE, IDAHO 83616

STARGAZER SUBDIVISION

STAR, IDAHO

PRELIMINARY PLAT LANDSCAPE PLAN



MARCH 24, 2021



SCALE 1" = 80'

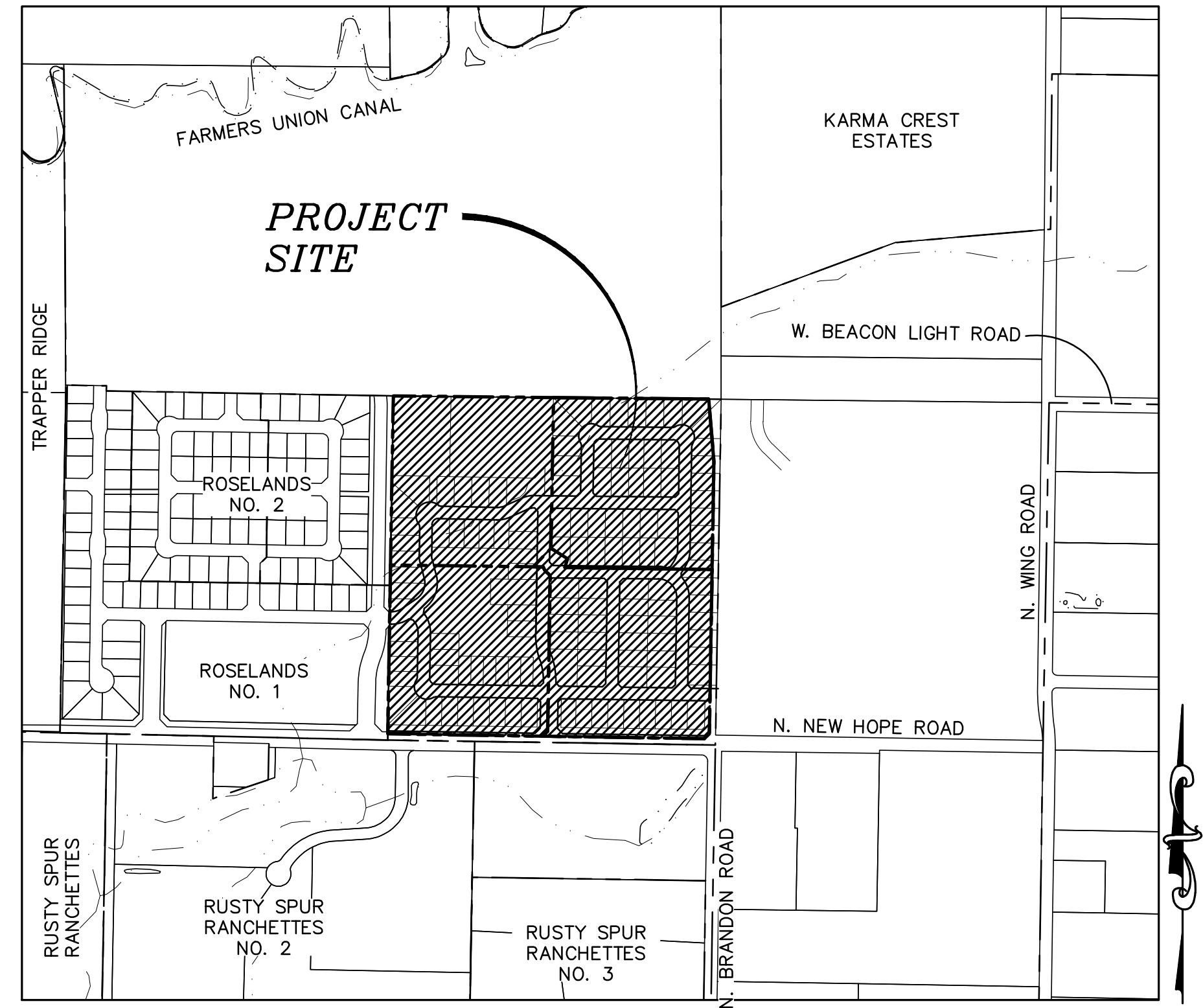


JENSENBELTS ASSOCIATES
Site Planning / Landscape Architecture
1500 Tynel Lane, Ste 100 Boise, ID 83706
Ph: (208) 543-7776 www.jensenbelts.com



PRELIMINARY PLAT FOR STARGAZER SUBDIVISION

A RESUBDIVISION OF HUTTON RANCHETTES SUBDIVISION
LOCATED IN GOVERNMENT LOT 4 OF SECTION 5
T.4N., R.1W. B.M., CITY OF STAR, ADA COUNTY, IDAHO
2021



VICINITY MAP
1"=500'

PLAN SHEET INDEX

SHEET DESCRIPTION

- PP-1 - PRELIMINARY PLAT, SHEET INDEX, VICINITY MAP, NOTES, COMMON LOTS & STREET DETAILS
- PP-2 - CONCEPTUAL ENGINEERING PLAN, CURVE TABLE & PARCEL TABLES
- PP-4 - CONCEPTUAL SEWER PROFILES
- PP-5 - CONCEPTUAL SEWER PROFILES

NOTES

- STAR SEWER AND WATER DISTRICT WATER AND SEWER SERVICE SHALL BE EXTENDED TO ALL LOTS.
- THE SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE. REFERENCE FIRM PANEL 16001C0130H REVISED FEBRUARY 19, 2003.
- ALL LOT SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO ANY PUBLIC STREET. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO THE REAR LOT LINE. EXCEPT AS OTHERWISE SHOWN, THERE SHALL BE A 5 (FIVE) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY LOT LINE NOT ADJACENT TO A PUBLIC STREET.
- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF STAR AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
- THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. ALL LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO ASSESSMENTS OF THE FARMERS UNION DITCH COMPANY.
- STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SUBSURFACE SEEPAGE TRENCHES AS APPROVED BY ACHD.
- ALL EXISTING STRUCTURES, WITH THE EXCEPTION OF THE EXISTING HOME, WILL BE REMOVED PRIOR TO DEVELOPMENT OF THE PHASE CONTAINING THE STRUCTURE.
- ALL EASEMENTS FROM HUTTON RANCHETTES SUBDIVISION AS SHOWN ARE TO BE VACATED/ABANDONED PRIOR TO RECORDING OF FINAL PLAT. THERE ARE NO PUBLIC UTILITIES IDENTIFIED WITHIN THE EASEMENTS - VERIFICATION SHALL BE BY EACH APPLICABLE UTILITY COMPANY.
- LOTS 11 THROUGH 29, BLOCK 2 CONTAIN EXISTING ACHD RIGHT OF WAY TO BE VACATED.
- ALL LOTS WITHIN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, WITH THE EXCEPTION OF LOT 9, BLOCK 1; LOTS 28 & 29, BLOCK 2; LOT 16, BLOCK 5; LOT 7, BLOCK 6; LOT 1, BLOCK 8; THAT ARE COMMON LOTS OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGEND

- LOT LINES
- ROAD CENTERLINE
- RIGHT OF WAY
- LOT NUMBER
- BLOCK NUMBER
- CURB GUTTER & SW
- STREET NAME
- HANDICAP RAMP
- SEWER LINE
- WATER LINE
- STORM DRAIN LINE
- PRESSURE IRRIGATION
- GRAVITY IRRIGATION
- FLOW ARROW
- FIRE HYDRANT
- CATCH BASIN

SURVEY LEGEND

- BENCHMARK AS NOTED
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- CALC. POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE

OWNERS

ENDURANCE HOLDINGS LLC
1977 E OVERLAND RD
MERIDIAN, ID 83642

OPEN DOOR RENTALS LLC
1977 E OVERLAND RD
MERIDIAN, ID 83642

BRUNEL JERRY Z
3035 HAMLET LN
STAR ID 83669

DEVELOPER

TRILOGY DEVELOPMENT, INC.
9839 W. CABLE CAR ST.
BOISE ID 83709

ENGINEER

DAVID A. BAILEY, P.E.
BAILEY ENGINEERING, INC.
4242 N. BROOKSIDE LANE
BOISE, ID 83642

PLANNER/CONTACT

JANE SUGGS
GEM STATE PLANNING
9839 W. CABLE CAR ST STE 101
BOISE, ID 83709

SEWAGE DISPOSAL

STAR SEWER AND WATER DISTRICT

WATER SUPPLY

STAR SEWER AND WATER DISTRICT

CITY

STAR

SCHOOL DISTRICT

STAR

FIRE DISTRICT

STAR

IRRIGATION DISTRICT

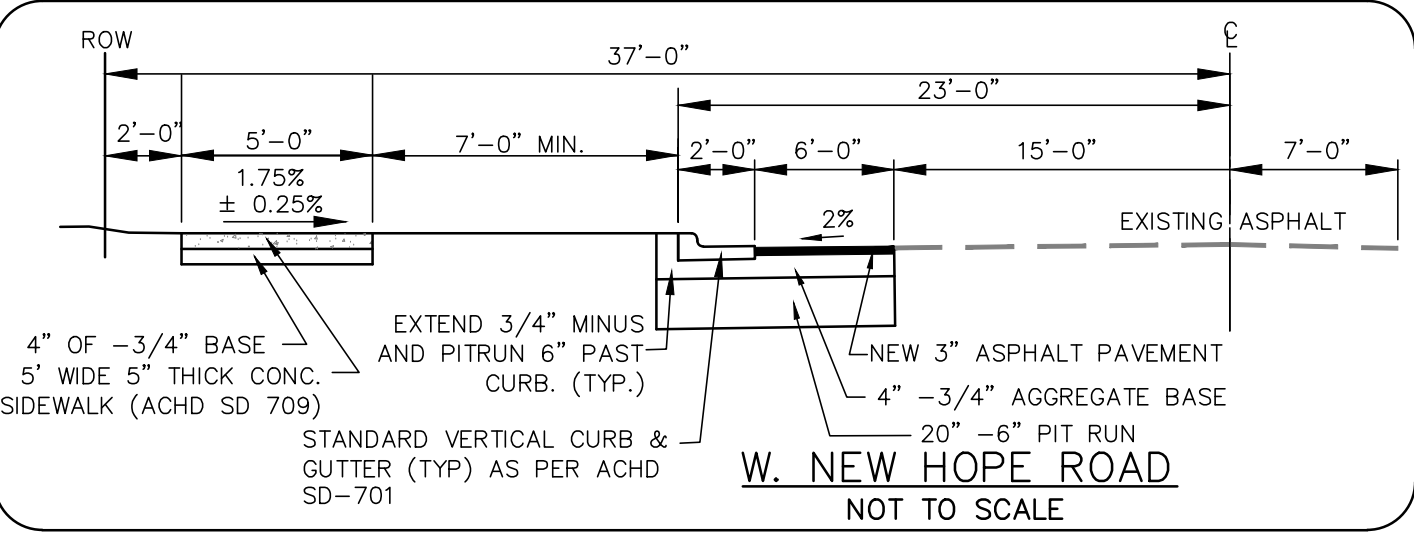
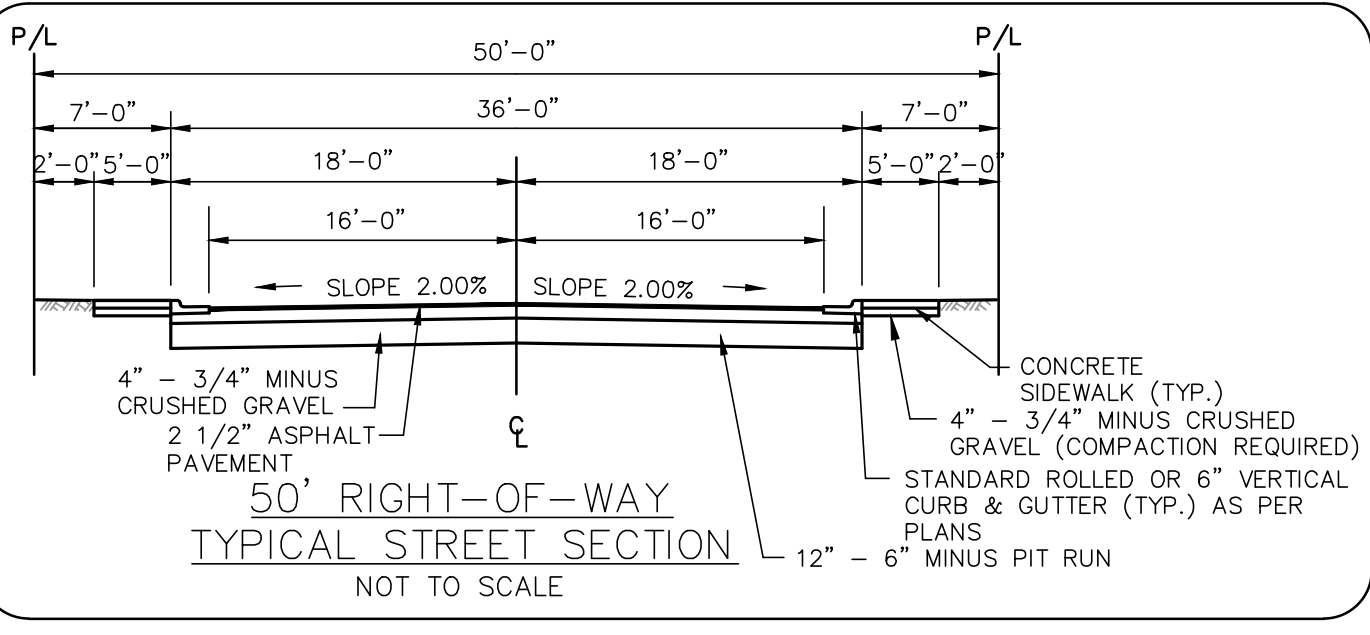
FARMERS UNION DITCH COMPANY LTD

Common Lots				
Lot	Area	Perimeter	Buffer	Type
BLOCK 1 Lot 1 OPEN	3486	277		
BLOCK 1 Lot 9 OPEN	77637	1324		PARK OPEN
BLOCK 1 Lot 14 OPEN	10886	467		PARK OPEN
BLOCK 2 Lot 20 OPEN	9444	394		PI PUMP STATION - OPEN
BLOCK 2 Lot 21 OPEN	1401	248		
BLOCK 4 Lot 8 OPEN	136603	2375		PARK OPEN
BLOCK 6 Lot 7 OPEN	13924	491		PARK OPEN
BLOCK 8 Lot 14 OPEN	16520	1485		
BLOCK 9 Lot 1 OPEN	18622	1694		

DEVELOPMENT FEATURES

ACREAGE

TOTAL PARCEL - 41.10 ACRES
ROW TO BE VACATED 0.74 ACRES
TOTAL ACREAGE - 41.84 ACRES
TOTAL LOTS - 135
BUILDABLE LOTS - 125
COMMON LOTS - 9
DENSITY DU/DIACRE - 3.00
COMMON AREA - 6.62 ACRES - 16.1%
USEABLE OPEN SPACE - 5.50 ACRES - 13.1%
ZONING
EXISTING - RUT/RT
PROPOSED - R-3





CONCEPTUAL ENGINEERING FOR
STARGAZER SUBDIVISION

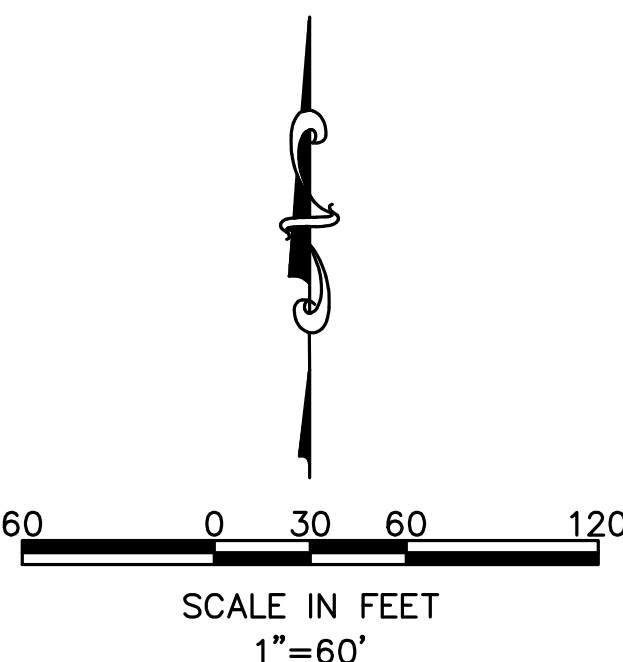
Curve Table						Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta	Curve #	Radius	Length	Chord	Bearing	Delta
C1	100.00	61.44	60.48	N73°20'45"E	35°12'15"	C36	50.50	27.35	27.02	S19°15'43"W	31°01'44"
C2	100.00	122.39	114.89	N20°40'58"E	70°07'19"	C37	125.00	38.61	38.46	S08°48'34"W	17°41'55"
C3	100.00	26.75	26.67	N08°42'55"W	15°19'34"	C38	125.00	30.13	30.06	S25°33'49"W	13°48'35"
C4	50.00	78.66	70.79	N46°00'56"E	90°08'07"	C39	125.00	1.51	1.51	S41°12'07"E	0°41'31"
C5	100.00	43.37	43.03	N78°39'27"E	24°51'05"	C40	125.00	77.86	76.61	S23°00'42"E	35°41'19"
C6	100.00	42.52	42.20	N78°24'48"E	24°21'49"	C41	125.00	13.37	13.36	S02°06'13"E	6°07'39"
C7	300.00	100.78	100.31	N08°40'13"W	19°14'55"	C42	125.00	51.28	50.90	N79°20'06"E	23°29'46"
C8	300.00	100.78	100.31	N08°40'13"W	19°14'55"	C43	125.00	2.96	2.96	N66°54'34"E	1°21'19"
C9	100.00	55.63	54.91	S73°28'06"E	31°52'23"	C44	75.00	31.60	31.37	N78°18'12"E	24°08'37"
C10	100.00	102.09	97.71	S28°17'09"E	58°29'31"	C45	325.00	14.47	14.47	S00°19'16"E	23°30'2"
C11	100.00	64.41	63.30	N19°24'23"E	36°54'17"	C46	325.00	94.72	94.38	S09°56'44"E	16°41'52"
C12	100.00	65.04	63.90	N19°13'37"E	37°15'49"	C47	275.00	92.39	91.95	S08°40'13"E	19°14'55"
C13	100.00	65.04	63.90	S70°46'23"E	37°15'49"	C48	25.00	39.31	35.38	N44°05'54"W	90°05'33"
C14	100.00	61.44	60.48	S16°39'15"E	35°12'15"	C49	125.00	76.80	75.60	N16°39'15"W	35°12'15"
C15	50.00	78.62	70.77	S44°05'54"E	90°05'33"	C50	125.00	150.25	141.37	N20°03'22"E	68°52'08"
C16	50.00	78.66	70.94	S44°13'20"E	90°21'54"	C51	75.00	20.06	20.00	N06°42'55"W	15°19'34"
C17	100.00	54.99	54.30	S16°42'51"W	31°30'29"	C52	25.00	39.33	35.40	N46°00'56"E	90°08'07"
C18	75.00	46.08	45.36	N73°20'45"E	35°12'15"	C53	75.00	41.24	40.73	S16°42'51"W	31°30'29"
C19	75.00	72.57	69.77	N28°01'24"E	55°26'28"	C54	125.00	34.67	34.55	N81°27'36"W	15°53'22"
C20	75.00	19.22	19.16	N07°02'16"W	14°40'52"	C55	325.00	109.18	108.67	N08°40'13"W	19°14'55"
C21	125.00	33.44	33.34	N06°42'55"W	15°19'34"	C56	275.00	30.13	30.12	N15°09'20"W	61°6'40"
C22	55.00	28.77	28.44	N23°16'46"W	29°58'18"	C57	275.00	62.26	62.12	N05°31'53"W	12°58'18"
C23	55.00	47.65	46.17	N16°31'25"E	49°38'04"	C58	75.00	118.29	106.40	S44°13'20"E	90°21'54"
C24	55.00	44.38	43.19	N64°27'24"E	46°13'54"	C59	50.50	33.49	32.88	S75°54'09"W	37°59'58"
C25	55.00	31.18	30.76	S76°11'17"E	32°28'43"	C60	50.50	36.14	35.37	N64°35'53"W	40°59'58"
C26	55.00	9.83	9.82	S54°49'35"E	10°14'42"	C61	50.50	39.70	38.69	N21°34'31"W	45°02'47"
C27	75.00	32.53	32.28	N78°39'27"E	24°51'05"	C62	50.50	29.93	29.49	N17°55'27"E	33°57'10"
C28	125.00	53.15	52.75	N78°24'48"E	24°21'49"	C63	75.00	46.08	45.36	N16°39'15"W	35°12'15"
C29	125.00	58.28	57.75	N14°06'54"E	26°42'36"	C64	125.00	74.07	72.99	S73°58'21"W	33°57'03"
C30	125.01	22.66	22.63	N32°39'52"E	10°23'18"	C65	125.00	54.03	53.61	S12°58'41"W	24°45'57"
C31	75.00	8.93	8.92	N34°26'53"E	6°48'18"	C66	75.00	48.78	47.92	S70°46'23"E	37°15'49"
C32	75.00	39.85	39.38	N15°48'58"E	30°26'31"	C67	25.00	39.43	35.47	N44°13'20"W	90°21'54"
C33	50.50	38.51	37.58	N78°37'27"E	43°41'28"	C68	125.00	44.18	43.95	N79°16'43"W	20°15'08"
C34	50.50	36.61	35.82	S58°45'39"E	41°32'21"	C69	125.00	37.11	36.98	N60°38'49"W	17°00'41"
C35	50.50	36.79	35.98	S17°07'19"E	41°44'20"	C70	75.00	48.31	47.48	S19°24'23"W	36°54'17"

LEGEND

LOT LINES	---
ROAD CENTERLINE	---
RIGHT OF WAY	---
LOT NUMBER	①
BLOCK NUMBER	BLOCK 7
CURB GUTTER & SW	---
STREET NAME	W. ASHTON DR.
HANDICAP RAMP	---
SEWER LINE	---
WATER LINE	---
STORM DRAIN LINE	---
PRESSURE IRRIGATION	---
GRAVITY IRRIGATION	---
FLOW ARROW	---
FIRE HYDRANT	---
CATCH BASIN	---

SURVEY LEGEND

BENCHMARK AS NOTED	---
FOUND BRASS CAP	---
FOUND ALUMINUM CAP	---
FOUND 1/2" IRON PIN	---
FOUND 5/8" IRON PIN	---
CALC. POINT	---
PROPERTY BOUNDARY LINE	---
SECTION LINE	---



BAILEY ENGINEERING, Inc.
CIVIL ENGINEERING / PLANNING / CADD
TEL: 208-288-0913
FAX: 208-288-0914
WWW.BAILEYENGINEERS.COM

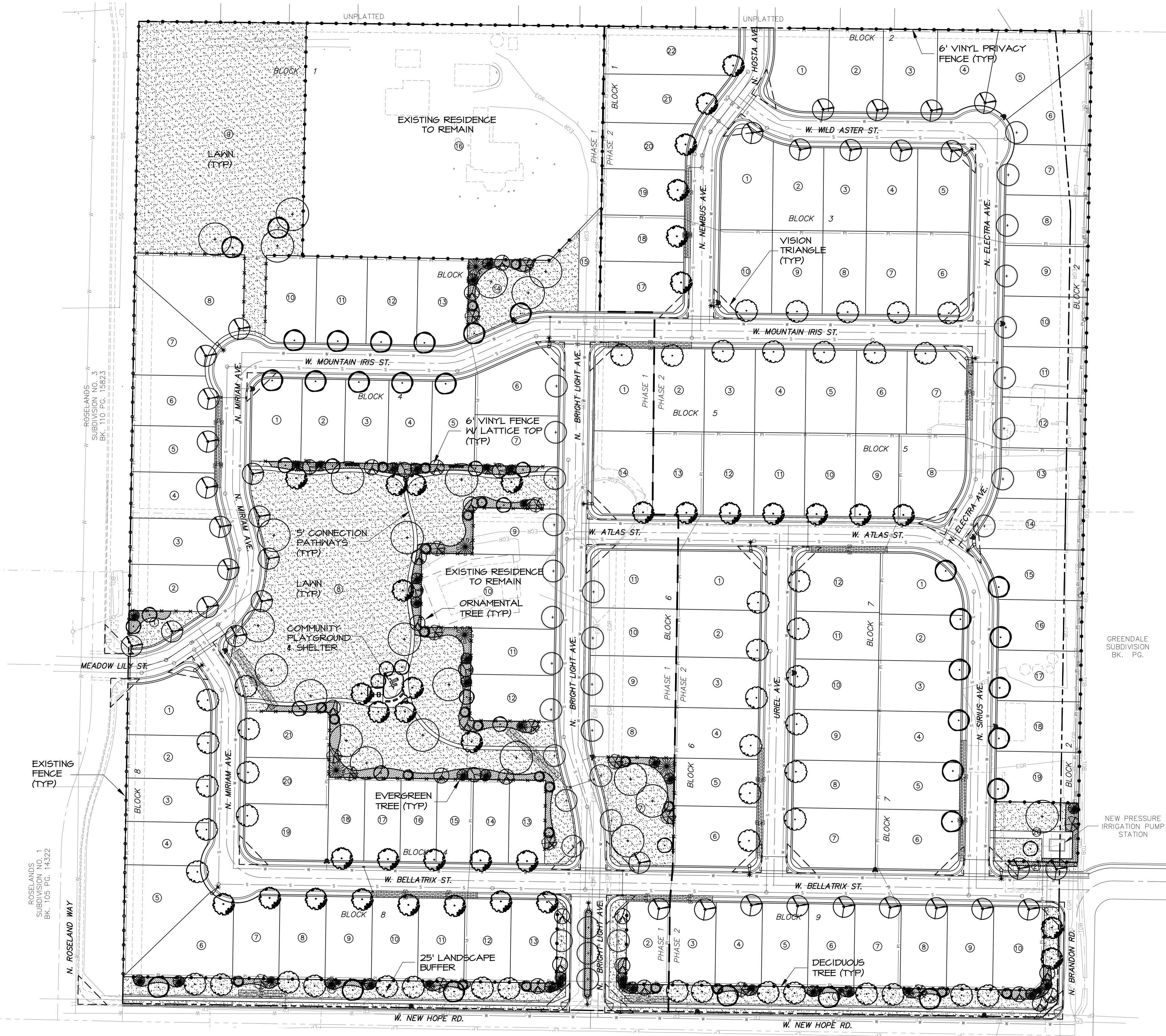
PROFESSIONAL ENGINEER
05/21/2021
8272
STATE OF IDAHO
DAVID A. BAILEY

CHECKED BY:
DAVID A. BAILEY P.E.
DRAWN BY:
DAB/DJS

REVISION
NO. DATE DESCRIPTION

CONCEPTUAL ENGINEERING
STARGAZER SUBDIVISION
TRILOGY DEVELOPMENT, INC.

DATE:
03-12-2021
PROJECT:
C2019-039
SHEET
PP-2



LANDSCAPE CALCULATIONS

COLLECTOR ROAD LANDSCAPE REQUIREMENTS: PLANT MATERIAL PER 100' - TWO (2) SHADE TREES, TWO (2) EVERGREEN TREES.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
N. NEW HOPE ROAD (COLLECTOR)	25'	1225' / 100' =	25 SHADE TREES 25 EVERGREENS	22 SHADE TREES 9 ORNAMENTAL TREES 27 EVERGREENS
NUMBER OF TREES PROVIDED ON BUFFERS:				58
NUMBER OF TREES PROVIDED ON COMMON LOTS:				166
NUMBER OF TREES PROVIDED ON RESIDENTIAL STREETS:				125
TOTAL NUMBER OF TREES:				349

DEVELOPMENT DATA

TOTAL AREA	41.10 ACRES
COMMON AREA	6.77 ACRES (16.2%)
USEABLE OPEN SPACE	5.50 ACRES (13.15%)
BUILDABLE LOTS	125
COMMON AREA LOTS	10
TOTAL LOTS	135
EXISTING ZONING	RUT/RT
EXISTING ZONING	R-3

PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
	AUSTRIAN PINE BLACK HILLS SPRUCE FAT ALBERT BLUE SPRUCE MOONGLOW JUNIPER NORWAY SPRUCE VANDERWOLFS PINE	PINUS NIGRA PICEA GLAUCA 'DENSATA' PICEA PUNGENS 'FAT ALBERT' JUNIPERUS SCOOPULORUM 'MOOGLOW' PICEA ABIES PINUS FLEXILIS 'VANDERWOLFS'	6-8' HT B&B 6-8' HT B&B 6-8' HT B&B 6-8' HT B&B 6-8' HT B&B 6-8' HT B&B
SHADE TREES (CLASS III)			
	BLOODGOOD LONDON PLANETREE SWAMP OAK	PLATANUS x ACERIFOLIA 'BLOODGOOD' QUERCUS BICOLOR	2" CAL B&B 2" CAL B&B
SHADE/STREET TREES (CLASS II)			
	AUTUMN PURPLE ASH CRIMSON SPIRE OAK CHANTICLEER PEAR SKYLINE HONEYLOCUST LITTLELEAF LINDEN AMERICAN SWEETGUM TULIP TREE	FRAXINUS AMERICANA 'AUTUMN PURPLE' QUERCUS ROBUR x Q. ALBA 'CRIMSCHMIDT' PYRUS CALLERYANA 'GLEN'S FORM' GLEDTISIA TRIACANTHOS INERMIS 'SKYCOLE' TILIA CORDATA LIQUIDAMBAR STYRACIFLUA LIRIODENDRON TULIPIFERA	2" CAL B&B 2" CAL B&B 2" CAL B&B 2" CAL B&B 2" CAL B&B 2" CAL B&B 2" CAL B&B
ORNAMENTAL TREES (CLASS I)			
	FLAME AMUR MAPLE CANADA RED CHOKECHERRY CRUZAN CRUSADER HAWTHORN HOTWINGS MAPLE ROYAL RAINDROPS CRABAPPLE SPRING SNOW CRABAPPLE	ACER GINNALA 'FLAME' PRUNUS VIRGINIANA 'CANADA RED' CRATAEGUS CRUS-GALLI 'CRUZAM' ACER TATARICUM 'GARANN' MALUS x 'JFS-KWS' MALUS 'SPRINGSNOW'	6-8' HT. MULTI-STEM 6-8' HT. MULTI-STEM 2" CAL B&B 6-8' HT. MULTI-STEM 2" CAL B&B 2" CAL B&B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	ARIZONA SUN GAILLARDIA BLACK EYED SUSAN BLUE GRAMA GRASS BLUE MIST SPIREA BLUE OAT GRASS BLUE RUG JUNIPER PURPLE CONEFLOWER RED FLOWER CARPET ROSE DARTS GOLD NINEBARK STELLA DE ORO DAYLILLY FINE LINE BUCKTHORN GRO-LOW SUMAC HUSKER RED PENSTEMON IVORY HALO DOGWOOD KARL FORSTER REED GRASS LITTLE DEVIL NINEBARK HIDCOTE BLUE ENGLISH LAVENDER MAIDEN GRASS BRERLIGHTS RED YUCCA SUMMERWINE NINEBARK	GAILLARDIA x 'ARIZONA SUN' RUDBECKIA FULGIDA 'GOLDSTRUM' BOUELOUA GRACILIS 'BLONDE AMBITION' CARTOPTERIS x GLANDONENSIS 'BLUE MIST' HELIOTRICHON SEMPERVIRENS JUNIPERUS HORIZONTALIS 'WILTON' ECHINACEA PURPUREA ROSA 'FLOWER CARPET- NOARE' PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD' HEMEROCALLIS 'STELLA D'ORO' RHAMNUS FRAGULA 'RON WILLIAMS' RHUS AROMATICA 'GRO-LOW' PENSTEMON DIGITALIS 'HUSKER RED' CORNUS ALBA 'BAILHALO' CALAMAGROSTIS ARUNDINACEA 'K.F.' PHYSOCARPUS OPULIFOLIUS 'DONNA MAY' LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE' MISCANTHUS SINENSIS 'GRACILLIMUS' HESPERALOE PARVIFLORA 'PERPA' PHYSOCARPUS OPULIFOLIA 'SEWARD'	1 GAL 1 GAL 1 GAL 2 GAL 1 GAL 3 GAL 1 GAL 2 GAL 3 GAL 1 GAL 5 GAL 3 GAL 1 GAL 5 GAL 1 GAL 3 GAL 1 GAL 1 GAL 3 GAL 5 GAL

	LAWN		6' VINYL FENCE ALONG PERIMETER PROPERTY LINES (TYP.)		6' VINYL FENCE W LATTICE TOP ALONG COMMON AREAS (TYP.)		EXISTING FENCING (TYP.)
--	------	--	--	--	--	--	-------------------------

NOTES

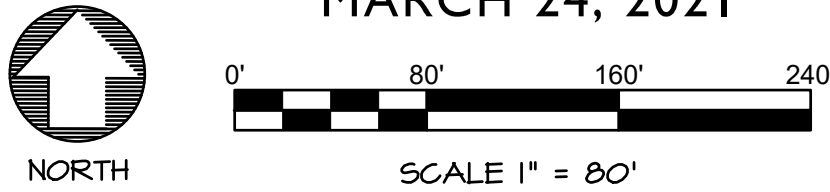
- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF STAR ORDINANCE REQUIREMENTS.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SHALE SAND WINDOWS.
- NO TREES SHALL IMPEDE THE 40' VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS. BUILDER SHALL BE REQUIRED TO INSTALL STREET TREES 5' FROM BACK OF SIDEWALKS EVERY 35' ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. FLEXIBILITY IN TREE PLACEMENT AND QUANTITIES TO BE GIVEN FOR DRIVEWAY AND UTILITY CONFLICTS.
- LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
- ALL EXISTING TREES ON SITE TO BE REMOVED EXCEPT THOSE AROUND EXISTING HOME TO REMAIN.

OWNER(S)		
ENDURANCE HOLDING LLC 1977 E. OVERLAND RD BOISE, ID 83642	OPEN DOOR RENTALS LLC 1977 E. OVERLAND RD BOISE, ID 83642	BRUNEEL, JERRY Z. 3035 HAMLET LN. STAR, ID 83669
DEVELOPER	PLANNER/CONTACT	ENGINEER
TRILOGY DEVELOPMENT, INC. 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709	JANE SUGGS GEM STATE PLANNING 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709	DAVID A. BAILEY, P.E. BAILEY ENGINEERING, INC. 1119 E. STATE ST. SUITE 210 EAGLE, IDAHO 83616

STAR GAZER SUBDIVISION

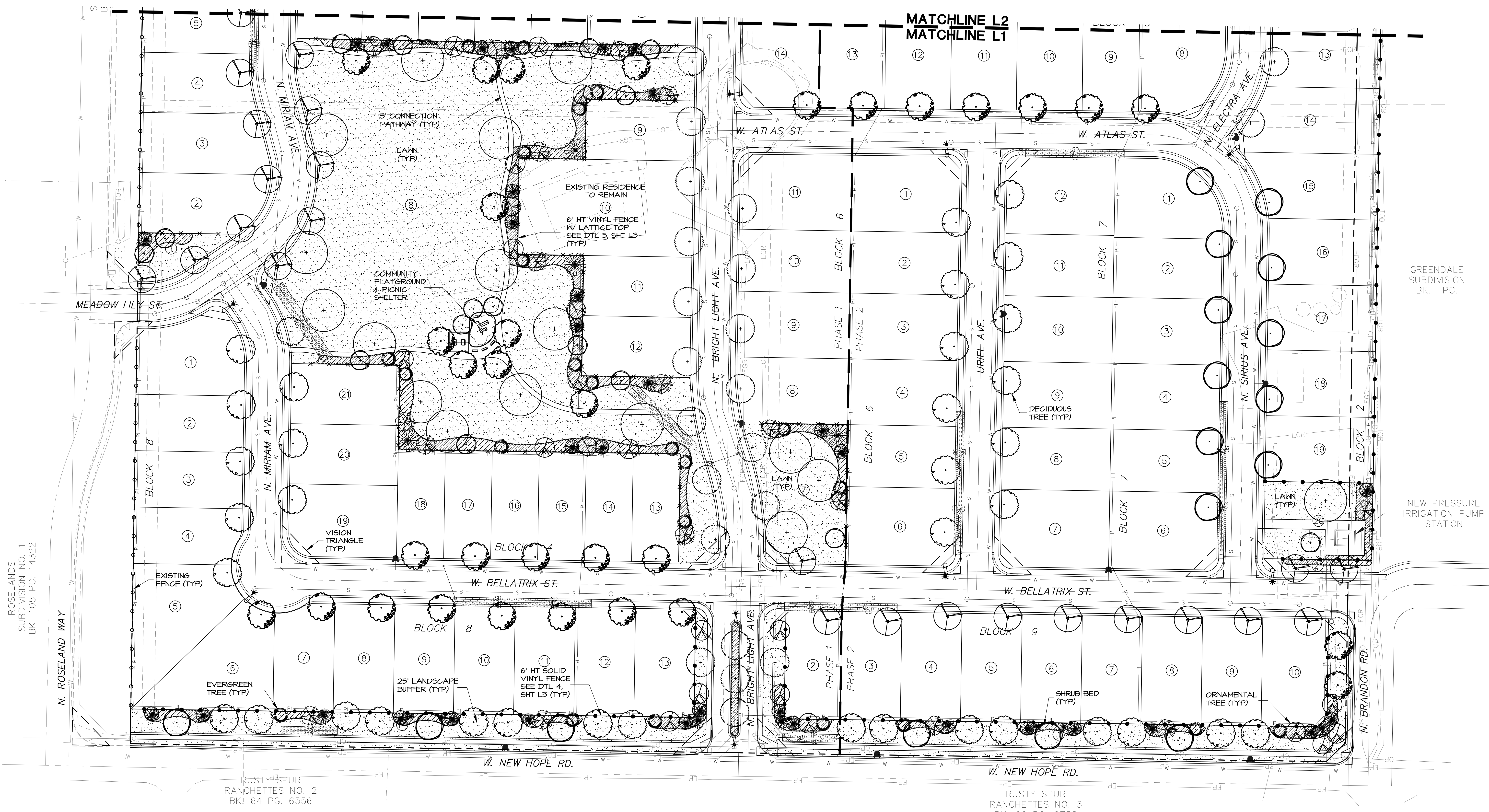
STAR, IDAHO

PRELIMINARY PLAT LANDSCAPE PLAN



JENSEN BELTS ASSOCIATES
Site Planning / Landscape Architecture
1600 Tyrrell Lane, Ste 150 Boise, ID 83709
PH: (208) 545-7775 www.jensenbelts.com

MARCH 24, 2021



PLANT PALETTE
(REFERENCE SHEET L3)

SYM	COMMON NAME	SYM	COMMON NAME	SYM	COMMON NAME	SYM	COMMON NAME
<u>EVERGREEN TREES</u>		<u>SHADE/STREET TREES (CLASS II)</u>		<u>SHRUBS/ORNAMENTAL GRASSES/PERENNIALS</u>			
	AUSTRIAN PINE BLACK HILLS SPRUCE FAT ALBERT BLUE SPRUCE MOONGLOW JUNIPER NORWAY SPRUCE VANDERWOLFS PINE		AUTUMN PURPLE ASH CRIMSON SPIRE OAK CHANTICLEER PEAR SKYLINE HONEYLOCUST LITTLELEAF LINDEN AMERICAN SWEETGUM TULIP TREE		ARIZONA SUN GAILLARDIA BLACK EYED SUSAN BLUE GRAMMA GRASS BLUE MIST SPIREA BLUE OAT GRASS BLUE RUG JUNIPER PURPLE CONEFLOWER RED FLOWER CARPET ROSE DARTS GOLD NINEBARK STELLA DE ORO DAYLILLY FINE LINE BUCKTHORN GRO-LOW SUMAC HUSKER RED PENSTEMON IVORY HALO DOGWOOD KARL FOERSTER REED GRASS LITTLE DEVIL NINEBARK HIDCOTE BLUE ENGLISH LAVENDER MAIDEN GRASS BRAKELIGHTS RED YUCCA SUMMERWINE NINEBARK		LAWN
<u>SHADE TREES (CLASS III)</u>		<u>ORNAMENTAL TREES (CLASS I)</u>					
	BLOODGOOD LONDON PLANETREE SWAMP OAK		FLAME AMUR MAPLE CANADA RED CHOKECHERRY GRUZAN CRUSADER HAWTHORN HOTWINGS MAPLE ROYAL RAINDROPS CRABAPPLE SPRING SNOW CRABAPPLE				6' VINYL FENCE ALONG PERIMETER PROPERTY LINES (TYP). SEE DTL 4, SHT L3.
							6' VINYL FENCE W/ LATTICE TOP ALONG COMMON AREAS (TYP). SEE DTL 5, SHT L3.
							EXISTING FENCE (TYP).

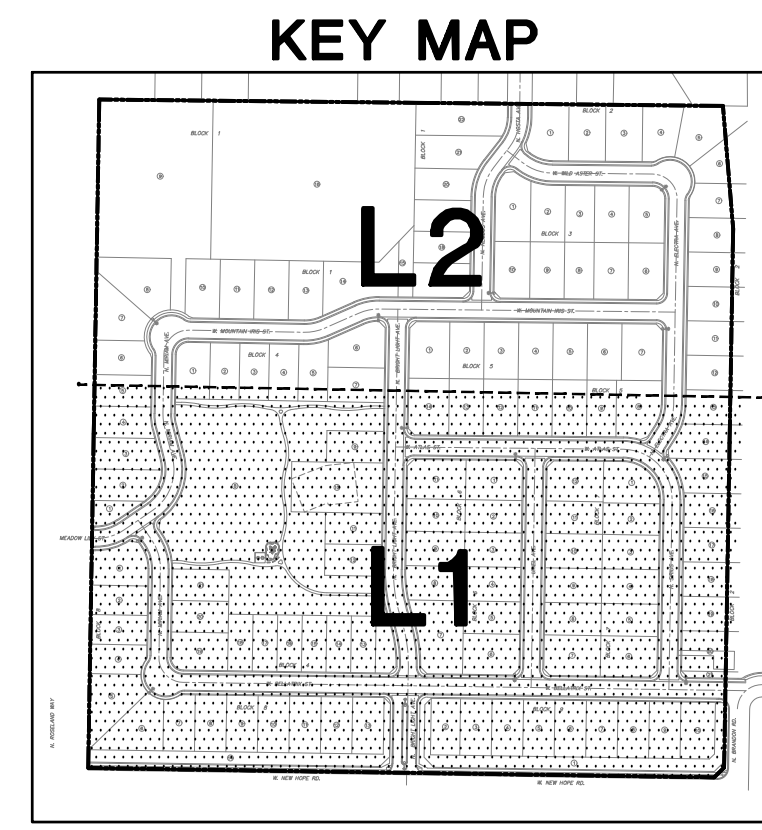
NOTE

1. REFER TO SHT L3 FOR PLANT PALETTE, LANDSCAPE NOTES & DETAILS, LANDSCAPE CALCULATIONS, AND DEVELOPMENT DATA.

NORTH

JENSENBELTS ASSOCIATES
Site Planning / Landscape Architecture
9009 Tynel Lane, Ste 100 Solon, ID 82089
PH: (208) 945-7775 www.jensenbelts.com

0' 50' 100' 150'
SCALE 1" = 50'



ROSELANDS
SUBDIVISION NO. 1
BK. 105 PG. 14322

N. ROSELAND WAY

MEADOW LILY ST.

N. MIRIAM AVE.

W. ATLAS ST.

W. BELLATRIX ST.

W. NEW HOPE RD.

N. BRIGHT LIGHT AVE.

URIEL AVE.

N. SIRIUS AVE.

N. ELECTRA AVE.

N. BRANDON RD.

GREENDALE SUBDIVISION BK. PG.

NEW PRESSURE IRRIGATION PUMP STATION

RUSTY SPUR RANCHETTES NO. 2 BK. 64 PG. 6556

RUSTY SPUR RANCHETTES NO. 3 BK. 66 PG. 6758

Matchline L2
Matchline L1

Block 1 through Block 19

Phase 1
Phase 2

5' CONNECTION PATHWAY (TYP)

LAWN (TYP)

EXISTING RESIDENCE TO REMAIN

6' HT VINYL FENCE W/ LATTICE TOP SEE DTL 5, SHT L3 (TYP)

COMMUNITY PLAYGROUND & PICNIC SHELTER

VISION TRIANGLE (TYP)

EXISTING FENCE (TYP)

EVERGREEN TREE (TYP)

25' LANDSCAPE BUFFER (TYP)

6' HT SOLID VINYL FENCE SEE DTL 4, SHT L3 (TYP)

DECIDUOUS TREE (TYP)

SHRUB BED (TYP)

ORNAMENTAL TREE (TYP)

CHECKED BY: KCS
DRAWN BY: JAB

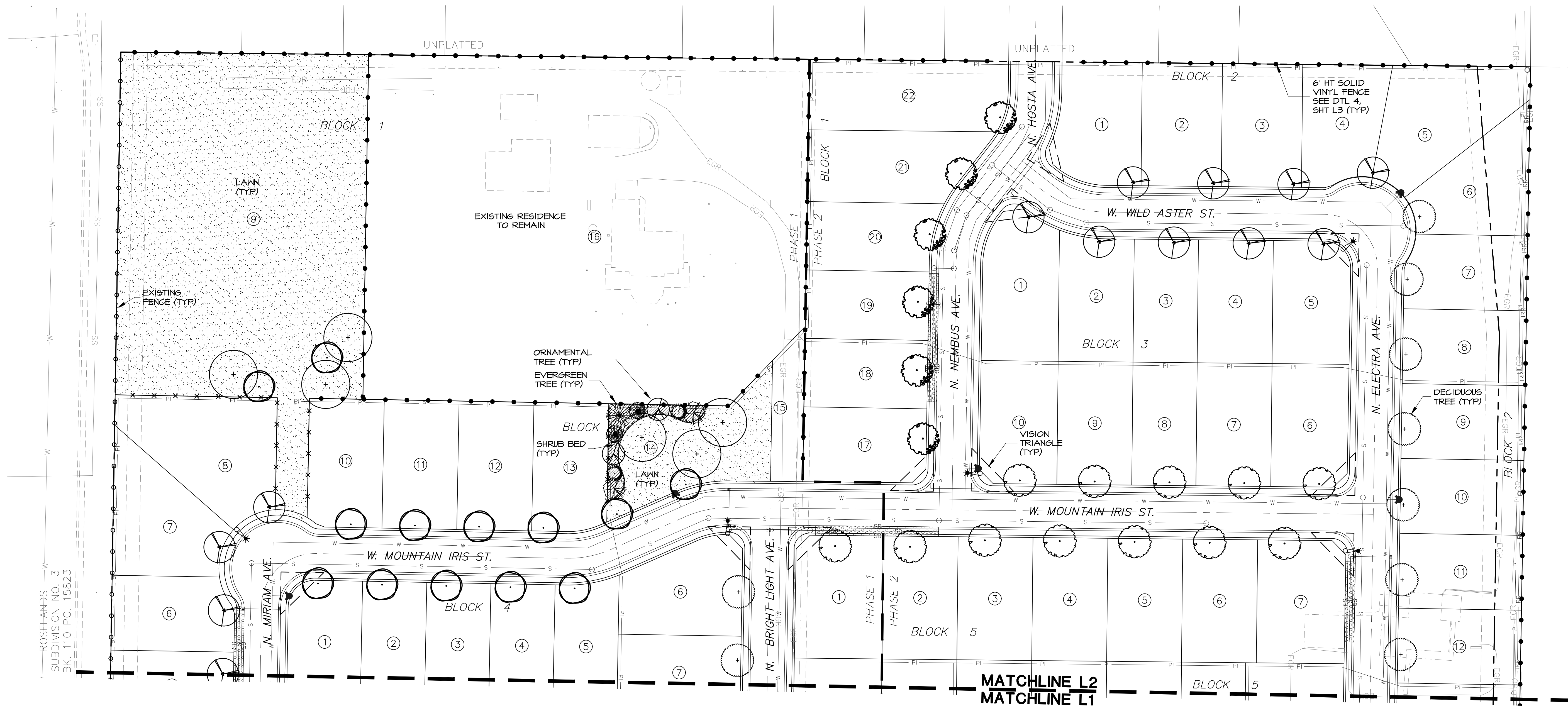
PRELIMINARY PLAT LANDSCAPE PLAN
STARGAZER SUBDIVISION
TRILOGY DEVELOPMENT, INC.

DATE: 3-24-2021
PROJECT: JBA-19109

SHEET
L1




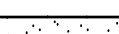





Bailey Engineering, Inc.
CIVIL ENGINEERING / PLANNING CADD
1100 E STATE ST. SUITE 210
SALT LAKE CITY, UT 84143
TEL: 208-938-0003
WWW.BAILEYENGINEERING.COM

JensenBelts Associates
Site Planning / Landscape Architecture
9009 Tynel Lane, Ste 100 Solon, ID 82089
PH: (208) 945-7775 www.jensenbelts.com



PLANT PALETTE

(REFERENCE SHEET L3)

SYM	COMMON NAME	SYM	COMMON NAME	SYM	COMMON NAME	SYM	COMMON NAME
EVERGREEN TREES		SHADE/STREET TREES (CLASS II)		SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	AUSTRIAN PINE BLACK HILLS SPRUCE FAT ALBERT BLUE SPRUCE MOONGLOW JUNIPER NORWAY SPRUCE VANDERWOLFS PINE		AUTUMN PURPLE ASH CRIMSON SPIRE OAK CHANTICLEER PEAR SKYLINE HONEYLOCUST LITTLELEAF LINDEN AMERICAN SWEETGUM TULIP TREE		ARIZONA SUN GAILLARDIA BLACK EYED SUSAN BLUE GRAMMA GRASS BLUE MIST SPIREA BLUE OAT GRASS BLUE RUG JUNIFER PURPLE CONEFLOWER RED FLOWER CARPET ROSE DARTS GOLD NINEBARK STELLA DE ORO DAYLILLY FINE LINE BUCKTHORN GRO-LOW SUMAC HUSKER RED PENSTEMON IVORY HALO DOGWOOD KARL FOERSTER REED GRASS LITTLE DEVIL NINEBARK HIDCOTE BLUE ENGLISH LAVENDER MAIDEN GRASS BRAKELIGHTS RED YUCCA SUMMERWINE NINEBARK		LAWN
SHADE TREES (CLASS III)		ORNAMENTAL TREES (CLASS I)					6' VINYL FENCE ALONG PERIMETER PROPERTY LINES (TYP). SEE DTL 4, SHT L3.
	BLOODGOOD LONDON PLANETREE SWAMP OAK		FLAME AMUR MAPLE CANADA RED CHOKECHERRY CRUZAN CRUSADER HAWTHORN HOTWINGS MAPLE ROYAL RAINDROPS CRABAPPLE SPRING SNOW CRABAPPLE				6' VINYL FENCE W/ LATTICE TOP ALONG COMMON AREAS (TYP). SEE DTL 5, SHT L3.
							EXISTING FENCE (TYP).

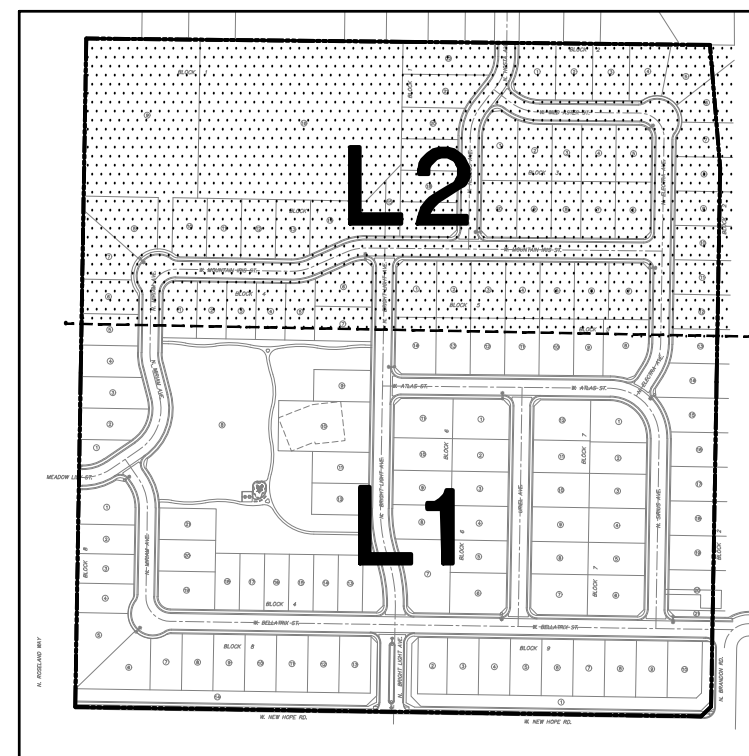
NOTE

- REFER TO SHT L3 FOR PLANT PALETTE, LANDSCAPE NOTES & DETAILS, LANDSCAPE CALCULATIONS, AND DEVELOPMENT DATA.



JENSENBELTS ASSOCIATES
Site Planning / Landscape Architecture
1606 Tynel Lane, Ste 100 Solon, ID 82708
PH: (208) 945-7975 www.jensenbelts.com

0' 50' 100' 150'
SCALE 1" = 50'



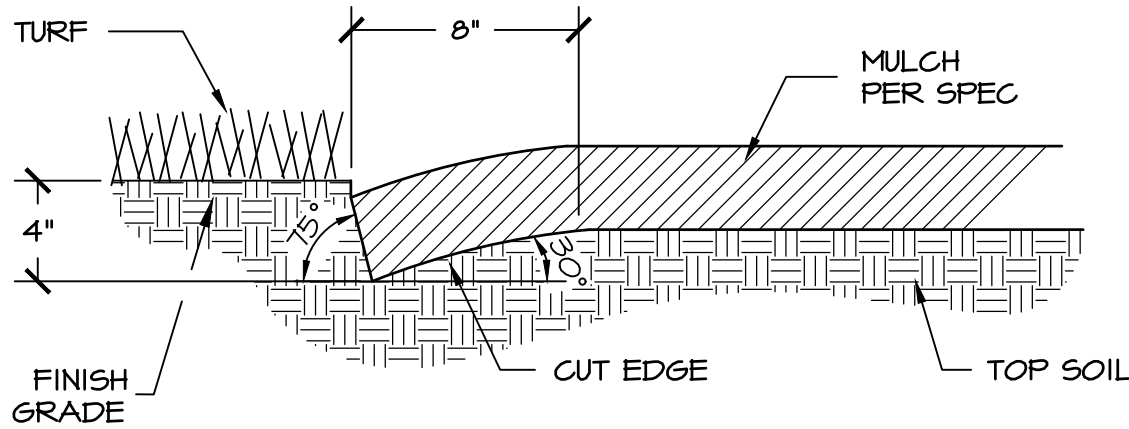
CHECKED BY: KCS
DRAWN BY: JAH

REVISED
NO. DATE DESCRIPTION

PRELIMINARY PLAT LANDSCAPE PLAN
NEW HOPE SUBDIVISION
TRILOGY DEVELOPMENT, INC.

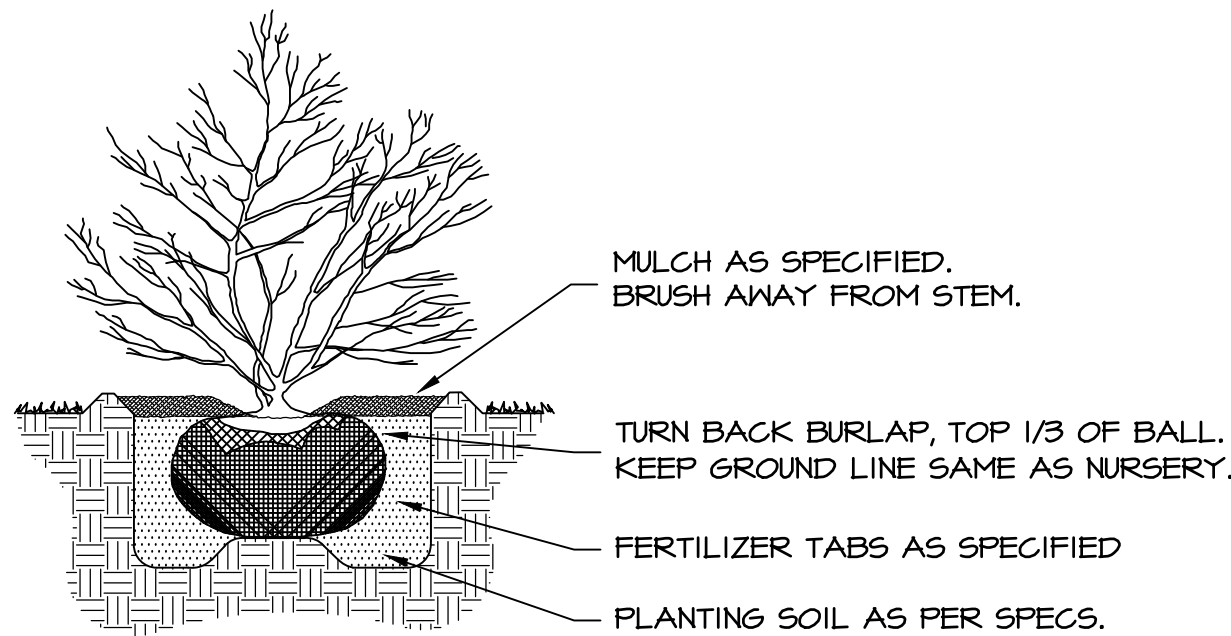
DATE: 3-24-2021
PROJECT: JBA-19109

SHEET
L2



1 PLANTER CUT BED EDGE

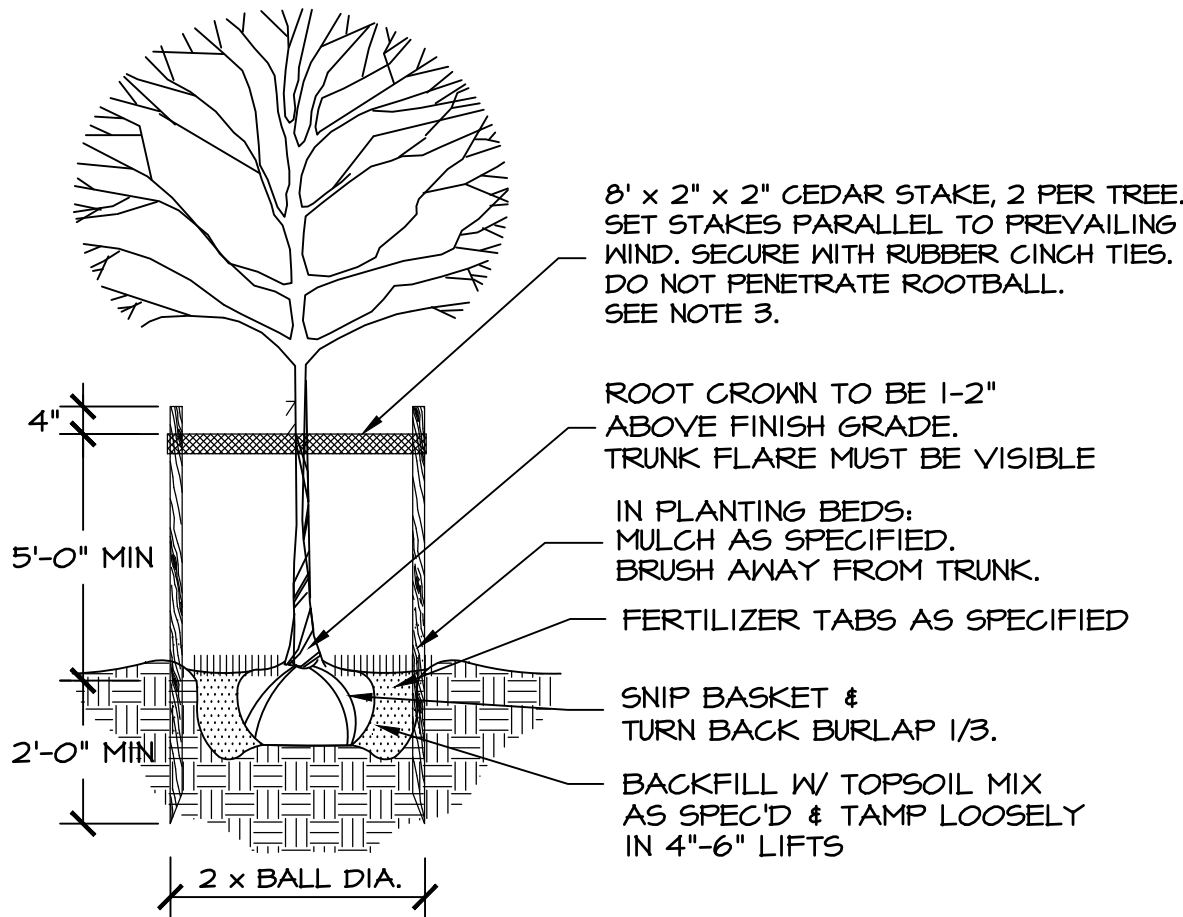
NOT TO SCALE



NOTE: DIG HOLE TWICE THE SIZE OF ROOTBALL.

2 SHRUB PLANTING

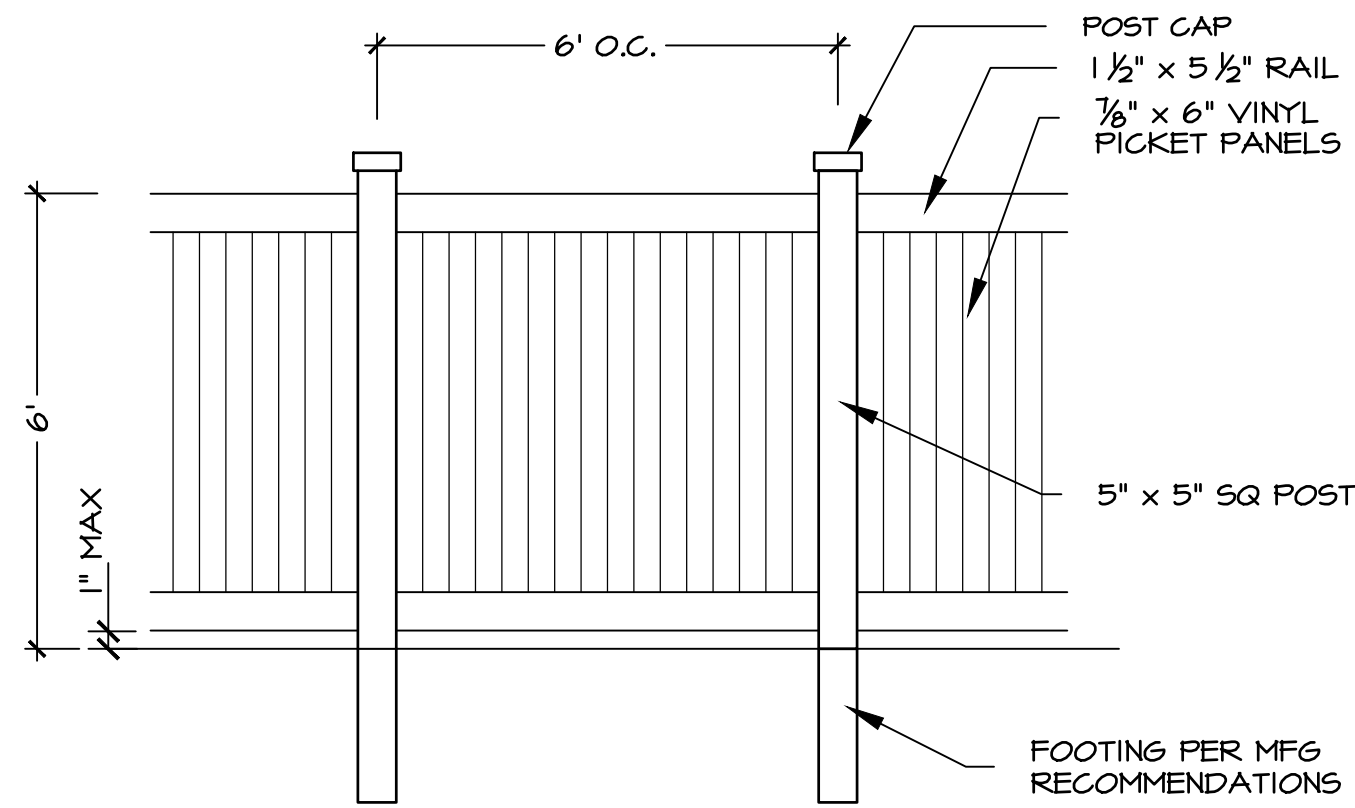
NOT TO SCALE



- NOTES:
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
 2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING. IF SYNTHETIC WRAP/BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.
 3. STAKING OF TREES TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
 4. TREES PLANTED IN TURF AREAS: REMOVE TURF 3' DIA. FROM TREE TRUNK.

3 TREE PLANTING/STAKING

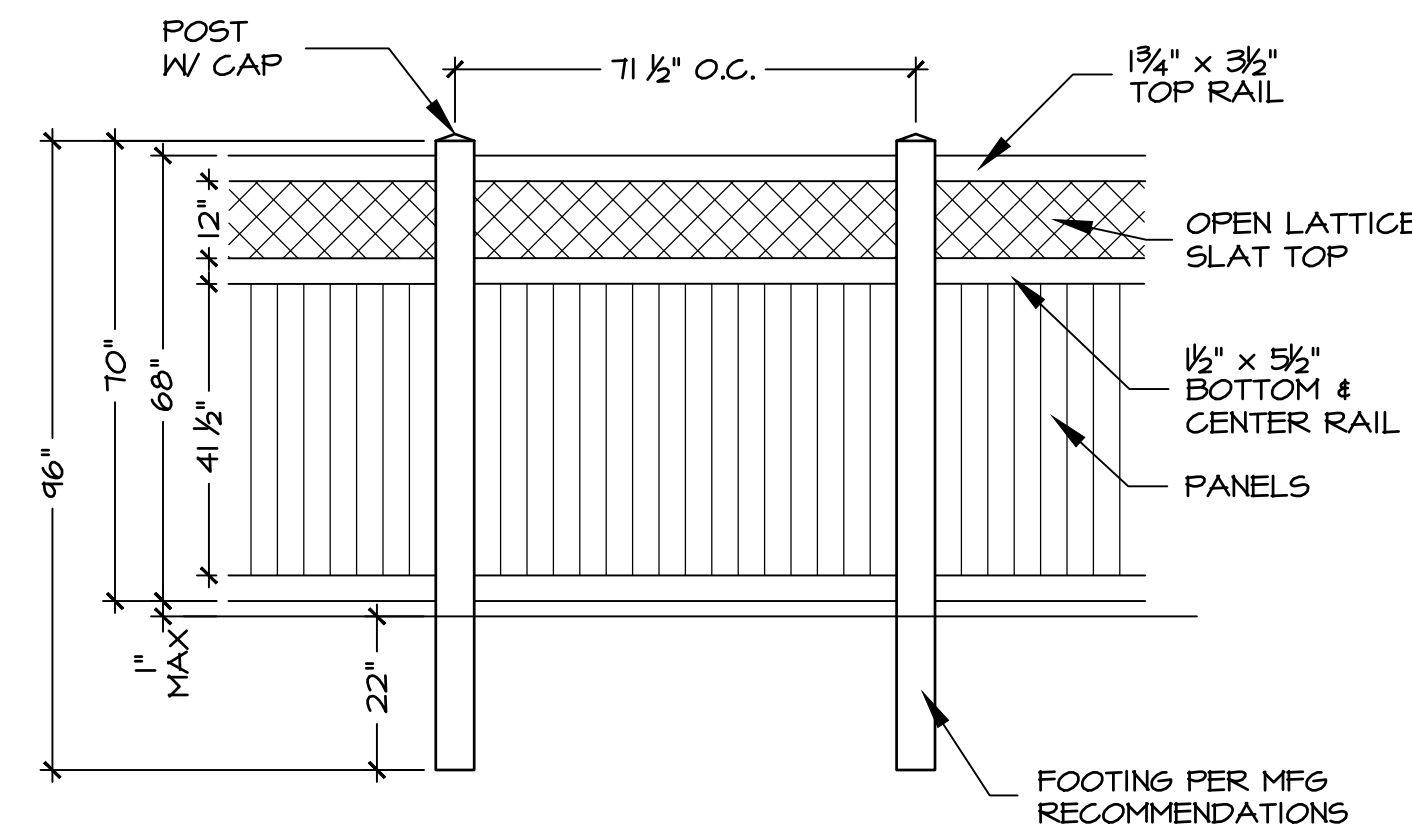
NOT TO SCALE



- NOTES:
1. FENCE STYLE MAY VARY.
 2. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.

4 VINYL PRIVACY FENCE

NOT TO SCALE



- NOTES:
1. FENCE STYLE MAY VARY.
 2. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.

5 VINYL LATTICE PRIVACY FENCE

NOT TO SCALE

PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
	AUSTRIAN PINE	PINUS NIGRA	6'-8' HT B4B
	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	6'-8' HT B4B
	FAT ALBERT BLUE SPRUCE	PICEA PUNGENS 'FAT ALBERT'	6'-8' HT B4B
	MOONGLOW JUNIPER	JUNIPERUS SCOPLULORUM 'MOOGLOW'	6'-8' HT B4B
	NORWAY SPRUCE	PICEA ABIES	6'-8' HT B4B
	VANDERWOLFS PINE	PINUS FLEXILIS 'VANDERWOLFS'	6'-8' HT B4B

SHADE TREES (CLASS III)			
	BLOODGOOD LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B4B
	SWAMP OAK	QUERCUS BICOLOR	2" CAL B4B

SHADE/STREET TREES (CLASS II)			
	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2" CAL B4B
	CRIMSON SPIRE OAK	QUERCUS VIRGINIANA 'CRIMSON SPIRE'	2" CAL B4B
	CHANTICLEER PEAR	PIRUS CALLERYANA 'GLEN'S FORM'	2" CAL B4B
	SKYLINE HONEYLOCUST	GLADITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2" CAL B4B
	LITTLELEAF LINDEN	TILIA CORDATA	2" CAL B4B
	AMERICAN SWEETGUM	LIQUIDAMBAR STYRACIFLUA	2" CAL B4B
	TULIP TREE	LIRODENDRON TULIPIFERA	2" CAL B4B

ORNAMENTAL TREES (CLASS I)			
	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	6'-8' HT, MULTI-STEM
	CANADA RED CHOKECHERRY	PRUNUS VIRGINIANA 'CANADA RED'	6'-8' HT, MULTI-STEM
	GRUZZAN CRUSADER HAWTHORN	CRATAEGUS CRUS-GALLI 'GRUZZAN'	2" CAL B4B
	HOTWINGS MAPLE	ACER TATARICUM 'GARANI'	6'-8' HT, MULTI-STEM
	ROYAL RAINDROPS CRABAPPLE	MALUS x 'JFS-KWS'	2" CAL B4B
	SPRING SNOW CRABAPPLE	MALUS 'SPRINGSNOW'	2" CAL B4B

SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	ARIZONA SUN GAILLARDIA	GAILLARDIA x 'ARIZONA SUN'	1 GAL
	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL
	BLUE GRAMMA GRASS	BOUTELOUA GRACILIS 'BLONDE AMBITION'	1 GAL
	BLUE MIST SPIREA	CARYOPTERIS x CLANDONENSIS 'BLUE MIST'	2 GAL
	BLUE OAT GRASS	HELICTOTRICHON SEMPERVIRENS	1 GAL
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTONI'	3 GAL
	PURPLE CONEFLOWER	ECHINACEA PURPUREA	1 GAL
	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	2 GAL
	DART'S GOLD NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DART'S GOLD'	3 GAL
	STELLA DE ORO DAYLILLY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	FINE LINE BUCKTHORN	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL
	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	3 GAL
	HUSKER RED PENSTEMON	PENSTEMON DIGITALIS 'HUSKER RED'	1 GAL
	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
	LITTLE DEVIL NINEBARK	PHYSOCARPUS OPULIFOLIUS 'DONNA MAY'	3 GAL
	HIDCOTE BLUE ENGLISH LAVENDER	LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE'	1 GAL
	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL
	BRACKETLIGHTS RED YUCCA	HESPERALOE PARVIFLORA 'PERPA'	3 GAL
	SUMMERWINE NINEBARK	PHYSOCARPUS OPULIFOLIA 'SEWARD'	5 GAL

	LAWN	6' VINYL FENCE ALONG PERIMETER PROPERTY LINES (TYP), DTL 4, THIS SHT.		EXISTING FENCE (TYP)
	LATTICE	6' VINYL FENCE W/ LATTICE TOP ALONG COMMON AREAS (TYP), DTL 5, THIS SHT.		

NOTES

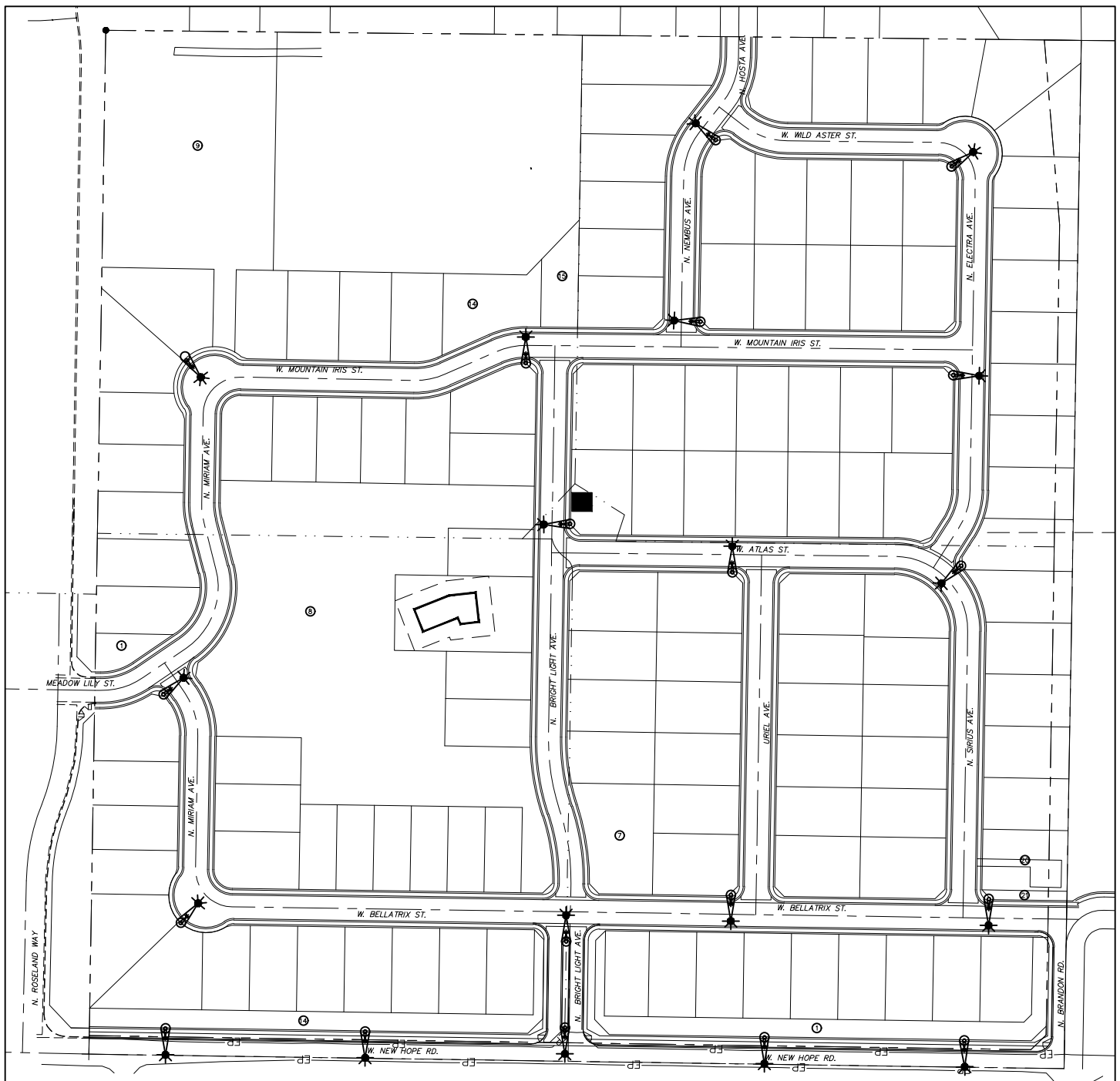
1. ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF STAR ORDINANCE REQUIREMENTS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
3. TREES SHALL NOT BE PLANTED WITHIN THE 10'-CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SWALE SAND WINDOWS.
4. NO TREES SHALL IMPEDE THE 40' VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS. BUILDER SHALL BE REQUIRED TO INSTALL STREET TREES 5' FROM BACK OF SIDEWALKS EVERY 35' ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. FLEXIBILITY IN TREE PLACEMENT AND QUANTITIES TO BE GIVEN FOR DRIVEWAY AND UTILITY CONFLICTS.
5. LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
6. PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
7. ALL EXISTING TREES ON SITE TO BE REMOVED EXCEPT THOSE AROUND EXISTING HOME TO REMAIN.

OWNER(S)		
ENDURANCE HOLDING LLC 1977 E. OVERLAND RD BOISE, ID 83642	OPEN DOOR RENTALS LLC 1977 E. OVERLAND RD BOISE, ID 83642	BRUNEEL, JERRY Z. 3035 HAMLET LN. STAR, ID 83669
DEVELOPER	PLANNER/CONTACT	ENGINEER
TRILOGY DEVELOPMENT, INC. 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709	JANE SUGGS GEM STATE PLANNING 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709	DAVID A. BAILEY, P.E. BAILEY ENGINEERING, INC. 1119 E. STATE ST., SUITE 210 EAGLE, IDAHO 83616

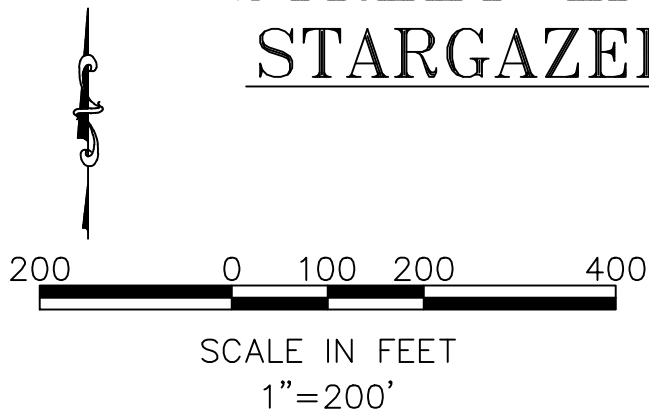


CHECKED BY: KCS
DRAWN BY: JAB

REVISED
NO. DATE DESCRIPTION



STREET LIGHT PLAN FOR STARGAZER SUBDIVISION



Bailey Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CADD

1119 E STATE ST STE 210
EAGLE, ID 83616

TEL 208-938-0013
FAX 208-938-0516

SOLID STATE AREA LIGHTING

DSS SERIES - VLED

FEATURES

Luminaire

Upper housing is heavy gauge cast aluminum (min. .125" wall; alloy >0.2% Cu for DSS30) or spun aluminum with reveal (.125" min. wall for DSS20). Lower housing is 0.080" thick spun aluminum with integrated LED module seat. Lower housing is vented at top and bottom for convective cooling of LED module. Top Driver chamber is barriered from LED Module chamber. Trulevel ball coupling mount is welded to housing and facilitates quick leveling and installation.

VLED® Optics

Low copper (A356 Alloy; <0.2% Cu) cast aluminum housing. Integrated clear tempered glass lens sealed with a continuous silicone gasket protects emitters (LED's), Reflector-Prism optics, and seals the module from water intrusion and environmental contaminants. Module is sealed to meet an IP67 rating. Each emitter is optically controlled by a Reflector-Prism injection molded from H12 acrylic (3 types per module; one from 0° - 50°; one from 50° - 65°; one from 65° - 72°). Each Reflector-Prism is secured to an optical plate made of matte black anodized aluminum has indexing pins for precise aiming. The optical plate locates every Reflector-Prism over an emitter, are inserted to the optical plate from above and are secured with a UV curing adhesive. The Reflector-Prisms are arrayed to produce IES Type II, III, IV, and V-SQ distributions. The entire Optical Module is field rotatable in 90° increments. Both module and drivers are factory wired using water resistant, insulated cord.

LED Emitters

High output LED's are utilized with drive currents ranging from 350mA to 700mA. 70CRI Minimum. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

LED Driver

Constant current programmable electronic with a power factor of >.90 and a minimum operating temperature of -40°F/-40°C. Driver(s) is/are UL and cUL recognized. In-line terminal blocks facilitate wiring between the driver and optical arrays. Drivers accept an input of 120-277V, 50/60Hz or 347V-480V, 50,60Hz. (0 - 10V dimmable driver is standard. Driver has a minimum of 3KV internal surge protection. Luminaire supplied with 20KV surge protector for field installation.)

Amber LED's

PCA (Phosphor Converted Amber) LED's utilize phosphors to create color output similar to LPS lamps and have a slight output in the blue spectral bandwidth. TRA (True Amber) LED's utilize material that emits light in the amber spectral bandwidth only without the use of phosphors.

Finish

Polyester powder coat incorporates four step iron phosphate process to pretreat metal surface for maximum adhesion. Top coat is baked at 400°F for maximum hardness and exterior durability.

PROJECT NAME:

FIXTURE TYPE:



DSS30

(Formerly DSS1)

Patent pending



DSS20

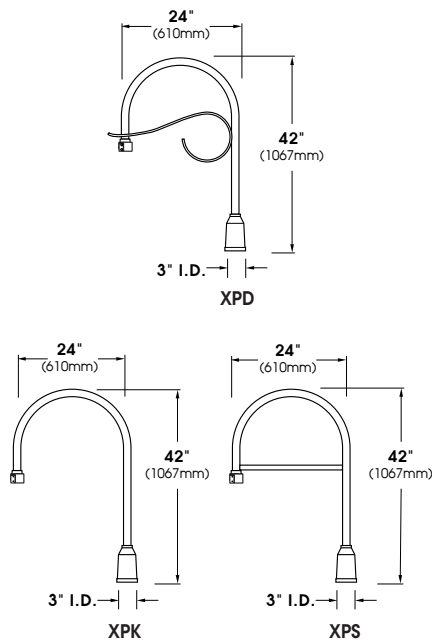
(Formerly DSS2)

Patent pending

DSS SERIES - VLED

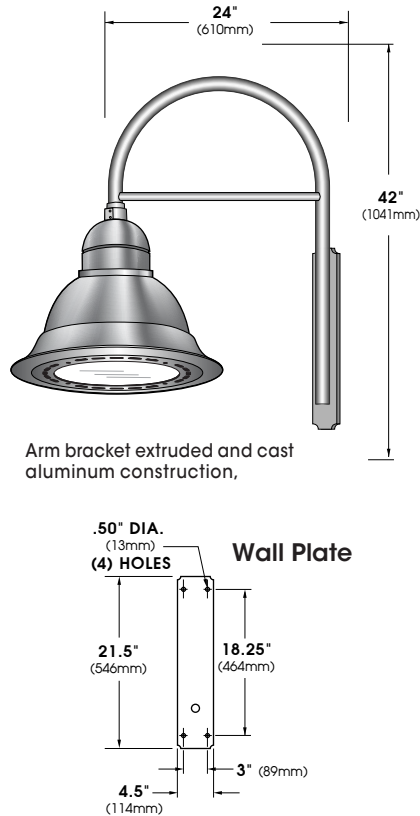
SPECIFICATIONS

Mounting Styles

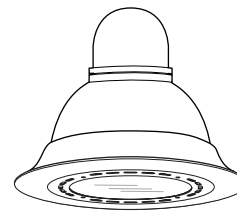


Arms are heavy wall extruded aluminum construction. For additional arm options see arm section.

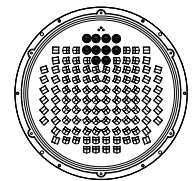
Wall Mount



VLED® Modules



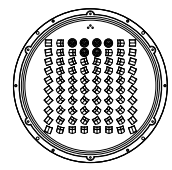
DSS30 E.P.A.= 1.72
Available in:
120 LED Module Max



120 LED Module



DSS20 E.P.A.= 0.71
Available in:
80 LED Module Max



80 LED Module

ORDERING INFORMATION

Spec/Order Example: DSS30/VLED-IV/100LED-350mA/NW/204/1/RAL-7004-T

Luminaire	Optics	LED Mode			Voltage	Mounting	Finish	Options
Luminaire	Optics	LED			Voltage	Mounting	Finish	Options
<input type="checkbox"/> DSS30-VLED (Formerly DSS1) <input type="checkbox"/> DSS20-VLED (Formerly DSS2)	VLED® IES Distribution Type <input type="checkbox"/> Type II VLED-II <input type="checkbox"/> Type III VLED-III <input type="checkbox"/> Type IV VLED-IV <input type="checkbox"/> Type V Med. VLED-V-SQ	# of LEDs DSS30 <input type="checkbox"/> 120LED ¹ <input type="checkbox"/> 100LED ¹ <input type="checkbox"/> 80LED <input type="checkbox"/> 64LED	Drive Current <input type="checkbox"/> 700mA <input type="checkbox"/> 525mA <input type="checkbox"/> 350mA	Color Temp - CCT <input type="checkbox"/> NW (4000K)* *Standard <input type="checkbox"/> CW (5000K) <input type="checkbox"/> WW (3000K) Other LED Colors Available Consult Factory	<input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 347 <input type="checkbox"/> 480	<input type="checkbox"/> XPK <input type="checkbox"/> XPS <input type="checkbox"/> XPD <input type="checkbox"/> 1 Wallmount <input type="checkbox"/> WM	Standard Textured Finish <input type="checkbox"/> Black RAL-9005-T <input type="checkbox"/> White RAL-9003-T <input type="checkbox"/> Grey RAL-7004-T <input type="checkbox"/> Dark Bronze RAL-8019-T <input type="checkbox"/> Green RAL-6005-T For smooth finish replace suffix "T" with suffix "S" (Example: RAL-9500-S) Consult factor for custom colors	<input type="checkbox"/> Stem Mount + Length(in) (48" Max) SM+L <input type="checkbox"/> Chain Mount + Length(in) (48" Max) CM+L <input type="checkbox"/> Internal House Side Shields inc. LED Count (Example: HS-VLED/48) HS-VLED <input type="checkbox"/> Twist Lock Receptable Only TPR <input type="checkbox"/> 7-Pin Twist Lock Receptable Only TPR7 <input type="checkbox"/> High-Low Dimming for Switch by Others/Select Levels 50/100 or 25/100 (Example: HLSW/25) HLSW <input type="checkbox"/> Photo Cell + Voltage (Example: PC120V) PC+V <input type="checkbox"/> Single Fuse (120V, 277V) SF <input type="checkbox"/> Double Fuse (208V, 240V) DF <input type="checkbox"/> Programmable Photo/Motion Sensor (Factory - Motion 50/100; Photo 75c) MS-F211 <input type="checkbox"/> Remote Motion Sensor Configurator MS-FC10
		DSS20 <input type="checkbox"/> 80LED ¹ <input type="checkbox"/> 64LED <input type="checkbox"/> 48LED		Amber² <input type="checkbox"/> Phosphor Converted Amber PCA <input type="checkbox"/> True Amber ¹ TRA				

NOTES:
1 - Available in 350mA & 525mA Drive Currents only
2 - Narrow band Ambers have no definable CCT equivalent





March 30, 2021

Jane Suggs
Gem State Planning, LLC
9839 W. Cable Car Street, Suite 101
Boise, ID 83709
208-602-6941
jane@gemstateplanning.com

Subject: Delivery Method Approval

Jane,

Thank you for contacting the Postal Service to establish delivery to the Stargazer Subdivision on the east side of N Roseland Way. Per your request I am authorizing the developer to place cluster box units at point A on the attached map to provide enough CBUs for the entirety of the development in all of its phases. The location will be on Block 4 Lot 8 of the development facing Bright Light Ave.

Please keep in mind when ordering your cluster boxes from the manufacturer we request that you ask them to number the boxes consecutively. As an example we would want the boxes to be labeled 1-165 as opposed to multiple units repeatedly numbered 1-16. We also request that the Parcel Lockers on the units also be numbered consecutively, so if there are 11 CBU units needed for the development, and there were two parcel lockers per unit, then the parcel lockers would be numbered 1 through 22. If the CBUs are not numbered correctly, we may refuse to deliver until the numbering has been corrected.

Thank you for your assistance.

Mel Norton
Postmaster, Star

Mel Norton
Postmaster
10780 W State St
Star ID 83669-9998
Phone: 208-286-7304





West Ada

SCHOOL DISTRICT

June 7, 2021

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

RE: Stargazer Subdivision, PP-21-07

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. Applying our Student Generation Rate (.7 per SF dwelling unit, .1 per MF dwelling unit), to the **Stargazer Subdivision** we predict these homes, when completed, could house **88 school aged children**. Approval of this development could affect enrollments at the following schools in West Ada District:

	<u>Enrolled for 21-22</u>	<u>Capacity</u>	<u>Approved prelim plat parcels per attendance area</u>	<u>Approved MF units per attendance area</u>
Star Elementary	602	650	2845	37
Star Middle School	783	1000	8339	278
Eagle High School	1814	1800	5177	577
Galileo STEM Academy (K-8 school of choice)	757	775	N/A	N/A

West Ada School District supports economic growth. 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.

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



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

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

Brad Little, Governor
Jess Byrne, Director

April 30, 2021

By e-mail: Snickel@staridaho.org

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

Subject: Stargazer Subdivision, AZ-21-04/DA-21-06/PP-21-07

Dear Mr. Nickel:

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 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.
- 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. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: deg.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

- 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. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

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

Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

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

For questions, contact 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 deg.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



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-21-07

Stargazer

- ☐ 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: 4/20/2021

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Stargazer






Agency: Star

CIM Vision Category: Future Neighborhoods

New households: 125

New jobs: 0

Exceeds CIM forecast: No

	CIM Corridor: None Pedestrian level of stress: N/A Bicycle level of stress: N/A	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.
	Housing within 1 mile: 910 Jobs within 1 mile: 70 Jobs/Housing Ratio: 0.1	A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
	Nearest police station: 2.3 miles Nearest fire station: 2.4 miles	Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
	Farmland consumed: Yes Farmland within 1 mile: 475 acres	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
	Nearest bus stop: >4 miles Nearest public school: 1.6 miles Nearest public park: 2.9 miles Nearest grocery store: >4 miles	Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

The proposal is on the fringe of urban development in an area removed from employment centers and existing public transportation. The closest transit services are located more than four miles away. The proposal utilizes existing stub roads to promote automobile and non-motorized connectivity.

More information about COMPASS and *Communities in Motion 2040 2.0*:

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

<http://www.compassidaho.org/dashboard/devreview.htm>



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

(208) 288-1992

June 2, 2021

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

Re: Stargazer Subdivision Preliminary Plat Application

Dear Mayor:

Keller Associates, Inc. has reviewed the Preliminary Plat for the Stargazer Subdivision dated May 21, 2021. We reviewed the applicant's package to check conformance with the City's Subdivision Ordinance and coordinated our review with Shawn L. Nickel. We have the following comments based on our review.

1. Historic irrigation lateral, drain, and ditch flow patterns shall be maintained unless approved in writing by the local irrigation district or ditch company.
2. Finish grades at subdivision boundaries shall match existing finish grades. Runoff shall be maintained on subdivision property unless otherwise approved.
3. Landscape plans including fencing, buffer areas, and street trees will have to conform to the City subdivision ordinance.

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

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

Sincerely,

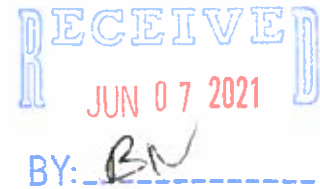
KELLER ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Ryan V. Morgan".

Ryan V. Morgan, P.E.
City Engineer

cc: File

Jerry A. Kiser
Attorney at Law
P.O. Box 8389
Boise, Idaho 83707
(208) 861-4657



June 3, 2021

CITY OF STAR
Attn. Shawn L. Nickel
P.O. Box 130
Star, ID 83669

Re: Stargazer Subdivision Files #'s AZ-21-04 Annexation-Zoning;
DA-21-06 Development Agreement; and, PP-21-07 Preliminary Plat

Dear Mr. Nickel:

I write as attorney for Farmers Union Ditch Company, Inc., (Farmers Union) regarding the above referenced proposed development. This letter is in response to the notice of public hearing sent to Farmers Union on April 20, 2021 regarding the proposed project. Regarding the proposed development and subdivision, Farmers Union has certain requirements which include, but are not limited to, the following:

1. The property owner must enter into a written agreement with Farmers Union which will address various aspects and requirements involved in the subdivision. Farmers Union has adopted an approval process for all subdivision proposals submitted to Farmers Union for review.
2. The developer/property owner must recognize Farmers Union's right-of-way for cleaning, maintenance and repair of its canal, which is generally 25 feet on each side of the canal measured from the top of the ditch bank but may be more than 25 feet depending on topography, soils and other factors. Further, 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 Farmers Union's written permission. Farmers Union strongly recommends its right-of-way be platted as common area lots to prevent encroachment or unauthorized improvements in the right-of-way by lot owners.
3. No change in the point of diversion or place of use of the water is allowed unless approved by Farmers Union.
4. Farmers Union will not assume responsibility for private ditches or the delivery of water once water is turned out of the company's main canals or laterals. However, Farmers Union recommends approval of any private

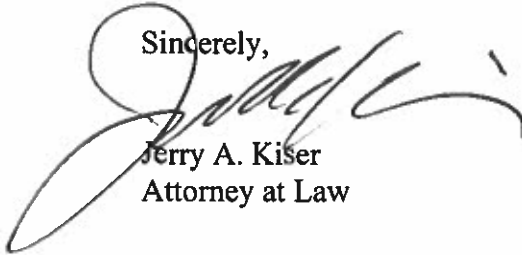
distribution lateral which delivers water to the proposed subdivision be obtained.

5. Any construction activities, including road or other construction must be completed at times and in a manner so as not to interfere in any way with Farmers Union's delivery of water or cleaning, maintenance, and repairs to its canal.
6. In most circumstances, Farmers Union requires subdivisions install a pressurized irrigation system. Any such system must be pre-approved by Farmers Union and be capable of measuring water used by the subdivision.
7. Pursuant to Idaho law, the written permission of Farmers Union or any of its laterals must be obtained before any of its ditches, canals, or laterals are buried in irrigation pipe or moved by any land owner. Additionally, rights-of-way for any private ditches, pipes or laterals which may be located within the proposed subdivision must not be interfered with and must be protected.
8. Water shares in Farmers Union 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", is written over the typed name and title.

Jerry A. Kiser
Attorney at Law

cc: Farmers Union Ditch Company, Ltd.
Gem State Planning



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

IDAHO TRANSPORTATION DEPARTMENT

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

March 4, 2021

Shawn Brownlee
Trilogy Development
9839 W. Cable Car St, Suite 101
Boise, ID 83709

VIA EMAIL

RE: Stargazer Subdivision – ITD Development Condition Memo

Dear Mr. Brownlee,

The Idaho Transportation Department (ITD) appreciates the continual work you are doing to improve living opportunities through all of the Treasure Valley. Particularly for those living in this beautiful area of Star, ID.

The department has completed our review of the Stargazer Subdivision Traffic Impact Study (TIS) provided by CR Engineering. Site trips generated by your development adds congestion to both the SH-44 and SH-16 corridors. ITD entered into an agreement with the city of Star to collect a proportionate share contribution from each new development for impacts to the State highway system. As two agencies we are working together to accelerate highway construction within Star's area of impact to accommodate new development growth.

ITD determined Stargazer Subdivision's total proportionate share contribution to be \$109,361. Three State highway intersections were included in the TIS analysis and the breakdown of proportionate share by intersection is as follows.

Intersection	Proportionate Share Contribution
SH-16 / Beacon Light Road	\$50,916
SH-44 / Star Road	\$58,445
SH-16 / SH-44	NA
TOTAL	\$109,361
<i>Per household unit</i>	<i>Approx. \$875</i>

Proportionate share calculations are based off the subdivision's anticipated site trips through an intersection versus total traffic volumes. Please review the *ITD Staff Technical Report* for specific details on the calculations.



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

IDAHO TRANSPORTATION DEPARTMENT

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

ITD values your contribution to the transportation system so we can help keep goods, services and the public moving at an efficient pace. If you have any questions or would like to discuss ITD's TIS review and determination in more detail, please do not hesitate to email me at Erika.Bowen@itd.idaho.gov or give me a call at 208-256-4312 ext. #7.

Sincerely,

Erika R. Bowen
ITD District 3
(Acting) Development Services Manager)

Cc:

Shawn Nickel – City of Star

Paige Bankhead – ACHD

Chhang Ream – CR Engineering



CITY OF STAR

LAND USE STAFF REPORT

TO: Mayor & Council

FROM: City of Star Planning and Zoning Department

MEETING DATE: **October 19, 2021 – PUBLIC HEARING**

FILE(S) #: **CU-21-05 – Tommy's Carwash**

OWNER/APPLICANT/REPRESENTATIVE

Property Owner/Applicant/Representative:

CJM, LLP
145 South Plummer Way
Star, ID 83669

REQUEST

Request: The Applicant is seeking approval of a Conditional Use Permit to construct and operate a carwash facility within the Heron River Commercial Subdivision. The property is located at 9839 W. State Street in Star, Idaho.

PROPERTY INFORMATION

Property Location: The subject property is generally located between S. Plummer Way and S. Seneca Springs Way on the south side of W. State Street. Ada County Parcel No. R6925810020.

APPLICATION REQUIREMENTS

Pre-Application Meeting Held	March 11, 2021
Neighborhood Meeting Held	April 28, 2021
Application Submitted & Fees Paid	June 25, 2021
Application Accepted	August 25, 2021
Residents within 300' Notified	September 30, 2021
Agencies Notified	August 25, 2021
Legal Notice Published	October 7, 2021
Property Posted	October 8, 2021

HISTORY

This entire property was approved for commercial uses under the original Heron River (Parkstone Sub) Planned Unit Development and Development Agreement. The property was rezoned from R-2-DA to CBD in July, 2020.

ZONING ORDINANCE STANDARDS / COMPREHENSIVE PLAN

UNIFIED DEVELOPMENT CODE:

8-1B-4: CONDITIONAL USES:

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

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

C. Process:

1. The applicant shall complete a preapplication conference with the administrator prior to submittal of an application for a conditional use.
2. An application and appropriate application fees, in accord with article A, "General Provisions", of this chapter, shall be submitted to the administrator on forms provided by the planning department.
3. The administrator may require additional information concerning the social, economic, fiscal or environmental effects of the proposed conditional use, prior to the scheduling of a public hearing.

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

1. Minimize adverse impact of the use on other property.
2. Control the sequence and timing of the use.
3. Control the duration of the use.
4. Assure that the use and the property in which the use is located is maintained properly.
5. Designate the exact location and nature of the use and the property development.

6. Require the provision for on site or off-site public facilities or services.
7. Require more restrictive standards than those generally required in this title.
8. Require mitigation of adverse impacts of the proposed development upon service delivery by any political subdivision, including school districts, that provides services within the city.

8-1B-4E. FINDINGS: The council shall base its determination on the conditional use permit request upon the following:

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

8-1E-1: TERMS DEFINED:

VEHICLE WASHING FACILITY: The use of a site where a vehicle may be washed, waxed, detailed, or vacuumed by the owner of the vehicle or employees on the site.

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

CBD CENTRAL BUSINESS DISTRICT: To provide for commercial, retail, civic, office, and

entertainment uses. High density housing is encouraged on the upper floors of mixed-use buildings and may also be allowed at the fringes of the land use designation shown on the comprehensive plan. Live/work designed development is also encouraged in this district. Developments in this district are to place an emphasis on pedestrian and bicycle access and compatibility. Special emphasis shall be placed on development in the central downtown area to encourage and create a vibrant, walkable downtown community that incorporates the Boise River as an active amenity.

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>										
USES	A	R-R	R	CBD	C-1	C-2	L-O	LI	PS	MU
Vehicle washing facility ¹	N	N	N	C	C	P	N	P	N	C

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

Zoning District	Maximum Height Note Conditions	Minimum Yard Setbacks Note Conditions			
		Front(1)	Rear	Interior Side	Street Side
CBD	35'	0'	0'	0'	0'

8-3C-2: ADDITIONAL CENTRAL BUSINESS DISTRICT STANDARDS:

- A. Comply with Section 8-3A-1: ZONING DISTRICTS AND PURPOSE ESTABLISHED.
- B. High density residential may be permitted within the CBD in mixed use buildings with commercial or office type uses on the first floor and high density residential on upper floors.
- C. New development on Main Street and Star Road, generally south of State Street, shall include transition consisting of a compatible mix of lower intensity commercial, retail and office type uses mixed with live/work type residential. Existing Single-Family uses are encouraged to convert to or redevelop as non-residential uses.

- D. Big Box commercial, generally a single-story single use building over 50,000 square feet, shall not be permitted and any single-story single use building which is large in scale, such as approaching the 50,000 square foot size, shall be located to front on Highway 44 or Star Road.
- E. The Council may place requirements on a mixed-use development, including a ratio of uses and/or timing of phases, to ensure that the overall development maintains its commercial intent.

8-5-35: VEHICLE WASHING FACILITY:

- A. A site plan shall be submitted that demonstrates safe pedestrian and vehicular access and circulation on the site and between adjacent properties. At a minimum, the plan shall demonstrate compliance with the following standards:
1. Stacking lanes shall have sufficient capacity to prevent obstruction of the public right of way by patrons. The stacking lane shall be a separate lane from the circulation lanes needed for access and parking.
 2. The stacking lane shall not be located within ten feet (10') of any residential district or existing residence.
 3. A letter from the transportation authority indicating the site plan is in compliance with the highway district standards and policies shall be required.
- B. Within the industrial districts, a vehicle washing facility shall be allowed only as an accessory use to a gasoline or diesel fuel sales facility for use by non-passenger vehicles. The vehicle washing facility shall be limited in capacity to a single vehicle. The intent is to discourage facilities that cater to passenger vehicles, in this district.
- C. **Any use shall be located a minimum one hundred feet (100'), or as otherwise approved, from any abutting residential use or district,** and shall be limited in operating hours from six o'clock (6:00) A.M. to ten o'clock (10:00) P.M.

COMPREHENSIVE PLAN:

8.2.3 Land Use Map Designations:

Central Business District:

The Central Business District is planned to be a vibrant downtown center for the community. Uses encouraged are commercial, retail, civic, private offices, and entertainment. High density housing is encouraged on the upper floors of mixed-use buildings and at the fringes of the land use designation. Developments in this district are to place an emphasis on pedestrian and bicycle access and compatibility.

8.3 Goal:

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

8.4 Objectives:

- Implement the Land Use Map and associated policies as the official guide for development.
- Encourage commercial development that is consistent with a family friendly feel, not overburdening the community with big box and franchise uses and discourage the development of strip commercial areas.
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.
- **Work to create a vibrant Central Business District.**
- Encourage land uses that are in harmony with existing resources, scenic areas, natural wildlife areas, and surrounding land uses.

8.5.5 Policies Related Mostly to The Central Business District Planning Areas

- **The CBD zoning district should allow for a mix of commercial, office, institutional, and civic type uses with specific provisions for residential use in appropriate locations with compatible densities.**
- The city should develop a street improvement plan for the CBD identifying drainage and street improvements with a functional grid system and use public private partnerships to assure the system is built and that “ad hoc” development of parcels within the CBD do not block good planning.
- The city should develop a downtown grid system, in part, planning for the easterly extension of Tempe Lane and easterly extension of West First Street to help provide better downtown access and parking facilities.
- The city should encourage assemblage of the smaller properties where appropriate.
- Big Box commercial, generally a single-story single use building over 50,000 square feet, should not be permitted within the CBD and any single-story single use building which is large in scale, such as approaching the 50,000 square foot size, should be located to front on Highway 44 or Star Road.

8.5.9 Additional Land Use Component Policies:

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

18.4 Implementation Policies:

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

PROJECT OVERVIEW

CONDITIONAL USE PERMIT:

The Conditional Use Permit included in this application is for an automated, full-service, tunnel carwash contained in a building of 4,553 square feet and sitting on 1.22 acres. The property will have 16 vacuum stanchions, each stanchion has 2 vacuum hoses. Landscaping will be included in the design and will be subject, to further design review, along with other specific details with the Certificate of Compliance application.

ADDITIONAL DEVELOPMENT FEATURES:

- Parking
Unified Development Code Section 8-4B-3 states that parking required for this use is 1 space per 200 square feet of gross floor area of sales, office, or lounge area: plus, queue for 3 cars per washing station. The applicant is proposing 23 parking stalls, which satisfies this requirement of the UDC. The proposed design also has adequate queue space to satisfy the code. Staff will review parking compliance as part of the Certificate of Zoning Compliance and building permit process.
- Lighting
Streetlights, parking lot lighting and building lighting shall reflect the "Dark Sky" criteria with all lighting. The same streetlight design shall continue throughout the entire portions of the development. A lighting plan has been submitted as part of the application process. **City Staff will want to work with the applicant on all final lighting designs and plans and will monitor throughout the Certificate of Zoning Compliance and building permit process.**
- Building Design
The applicant is proposing a building design for a 130-foot-long tunnel car wash with a color scheme of black, reds, silvers and gray. A large portion of the tunnel will be housed in a transparent material. Proposed materials are prefinished metal and aluminum panels, fiber cement board, split faced CMU and MCM panels. No building heights were provided.

- Landscape
The applicant has provided a landscape plan that incorporates a berm with Evergreen and Deciduous Trees and large shrubs where cars enter the drive lane and lights would shine into the residential units to the south. Applicant is also proposing to build an eight (8) feet high wall along the northern boundary of the residential units and add evergreens between the existing trees to help dampen noise.

AGENCY RESPONSES

Keller Associates	October 4, 2021
ACHD	August 31, 2020
Star Fire District	October 6, 2021

PUBLIC RESPONSES

Nicole Etcheverry-Sarkany	Via Email
---------------------------	-----------

STAFF ANALYSIS & RECOMMENDATIONS

Staff has concerns regarding the location of the proposed facility and its close proximity to the existing Heron River Subdivision residential uses to the immediate south. The Specific Use Standards found in Section 8-5-35-C of the UDC for Vehicle Washing Facilities states that *any use shall be located a minimum one hundred feet (100'), or as otherwise approved, from any abutting residential use or district.* While the building proposed is 109 feet at its closest point from the residential zoning district and properties, the drive aisles entering the car wash and parking areas are approximately 50 feet from the boundary. Noise can be expected at the southern entrance to the car wash. Similar type car washes are open 7-days a week and are utilized throughout the day and into the early evening hours. Staff believes that this noise cannot be properly mitigated with the buffering proposed by the applicant. The lot in which the use is proposed is not deep enough to provide the required distance and adequate buffering to protect the existing neighborhood.

Based upon the information provided to staff in the applications and agency comments received to date, staff finds that the proposed conditional use permit does **NOT** meet the requirements, standards, and intent for development as they relate to the Unified Development Code and the Comprehensive Plan. Staff could support this project in a different location and not in close proximity to established single family homes.

8-1B-4E. FINDINGS: The council shall base its determination on the conditional use permit request upon the following:

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

Staff Finds that the depth of the site cannot accommodate the proposed use and meet the development regulations in Section 8-5-35-C of the Unified Development Code.

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

Staff finds that in regard to Comprehensive Plan Sections 8.2.3, 8.4 and 8.5.5 that this use does not promote a vibrant Central Business District, nor does it promote bicycle or pedestrian access.

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

Staff finds that due to noise created as a result of the lack of proper buffering, that the operation of the proposed use will not be compatible with other uses in the general neighborhood and will have an adverse impact of the essential character of the area.

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

Staff finds that due to the distance required to properly buffer the proposed facility, conditions of approval cannot be imposed that will protect other properties from adverse effects from the proposed use.

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

Staff finds that the proposed use can be served adequately by essential public facilities and services.

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

Staff finds that the proposed use would be an economic benefit to the community without creating excessive additional costs to public facilities and services.

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

Staff finds that the proposed use would involve activities and conditions that would be detrimental to persons, property and the general welfare by reasons of excessive traffic and noise.

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

Staff finds that the proposed use would not result in the destruction, loss or damage of natural, scenic or historic features of major importance.

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

COUNCIL DECISION

The Star City Council _____ File #CU-21-05 for Tommy's Carwash on _____
____, 2021.

Star, ID – CJM LLLP C.U.P. – Use Narrative

CJM LLLP respectfully requests approval of a conditional use permit (CUP) to allow the operation of a locally-owned and operated full-service car washing facility—the first of its kind in Star, Idaho.

The CUP is requested for a commercially-zoned lot that is currently undeveloped, as referenced more specifically in the accompanying materials.

The proposed use is similar to several concepts seen in neighboring towns and cities, which is a full-service tunnel car washing facility for passenger vehicles. The prospective operation, however, has many advantages that coincide with the values and future goals of the City of Star. For example:

- Environmentally friendly – low electricity usage, water reclamation, fully-contained operation
- Process efficiency – advanced processes to ensure minimal stacking and traffic congestion
- Aesthetic appeal – many different materials, colors, and designs to choose from, all professional and pleasing to the eye
- Community support – franchisor actively encourages and supports partnering with community organizations such as sponsoring little league teams, making donations, and supporting local parades and events

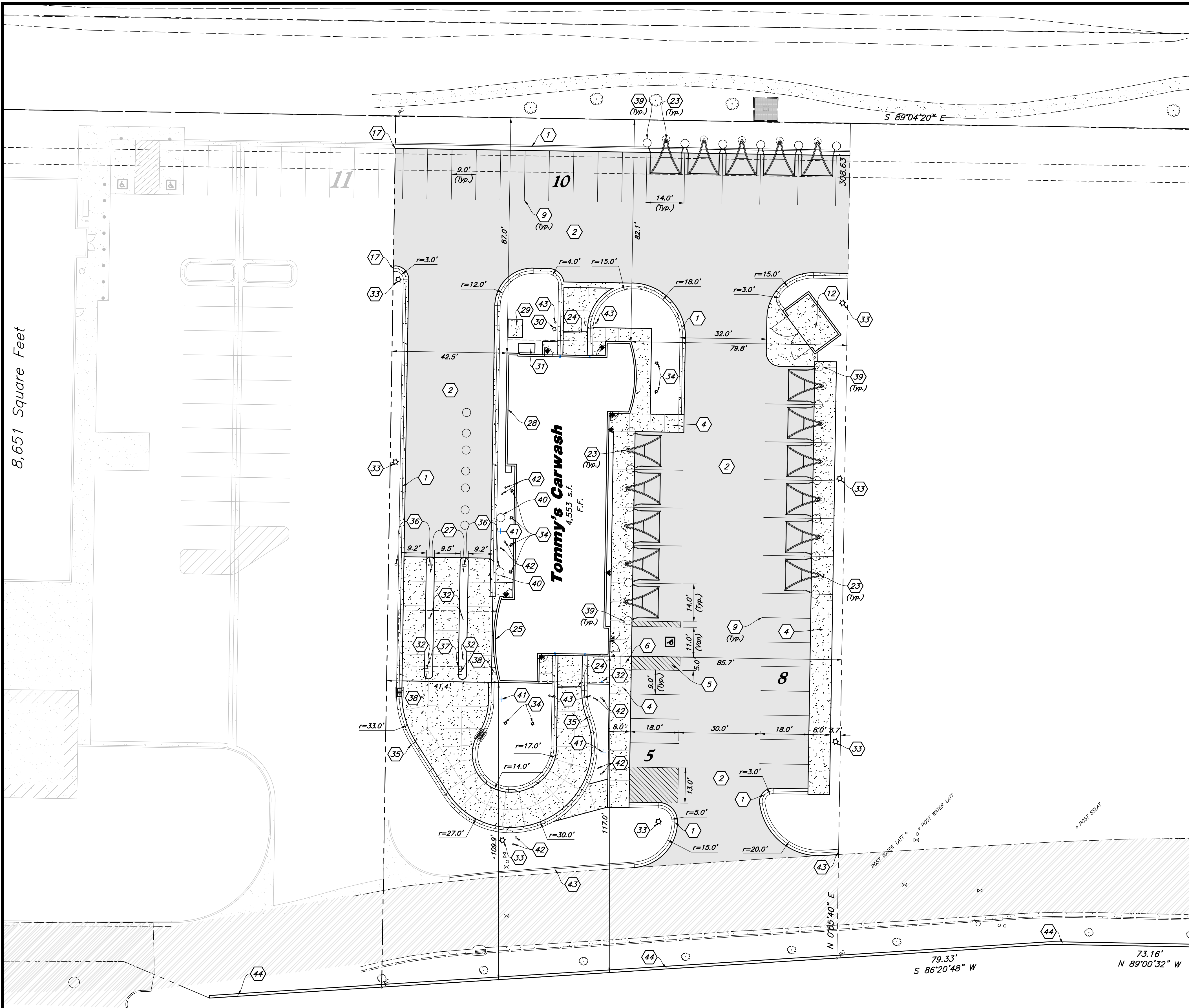
CJM LLLP has taken a considerable amount of time in addressing community feedback regarding this proposed use. Everything from creating alternative designs for the rest of the Ridley's shopping center to adjusting layout and employing new design elements and technology to reduce potential noise. This proposed use would provide a great benefit to the citizens of this growing city from the day it opened and long into the future.

We appreciate your consideration of this proposal and look forward to further discussing with the City and the citizens of Star, Idaho.

Respectfully,

A handwritten signature in black ink that reads "Luke Howarth". The script is cursive and fluid.

Luke Howarth
General Counsel, CJM LLLP



Site Data

Site Area = 52,982 s.f. (1.22 ac.)
Landscape Area Provided = 7,471 s.f. (14.1%)
Impervious Area Provided = 40,958 s.f. (77.3%)
Building Area = 4,553 s.f. (8.6%)
Parking Required = 1/200 s.f. = 23 stalls
Parking Provided = 23 stalls (5/1,000)
Vacuum Stanchions = 16

General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.
- Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

Construction Survey Note:

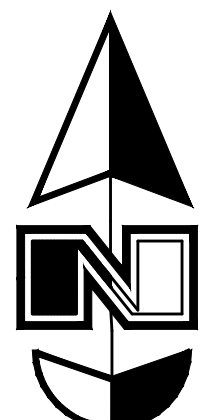
The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.



Scale: 1" = 20'

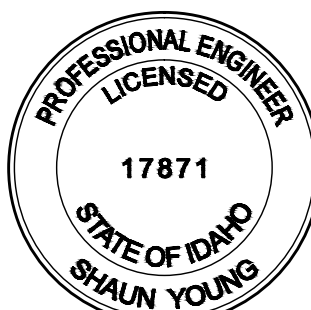


Site Construction Notes

- Const. 24" Rolled Curb & Gutter
- Const. Asphalt Paving
- Const. Concrete Sidewalk
- Const. Thickened Edge Sidewalk
- Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
- Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets)
- Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
- Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition) (See Accessible Details and Notes)
- Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. thickness
- Const. Concrete Paving
- Sawcut; Provide Smooth Clean Edge
- Dumpster Enclosure (See Architectural Plans)
- Const. Directional Arrows per MUTCD
- Const. 24" White Stop Bar
- Const. Conc Wheel Stop
- Const. Stop Sign per MUTCD R1-1
- Connect to Exist. Improvements and Match Grade Elevation
- Const. Landscape Edging (Coordinate w/ Landscape Plan)
- No Parking Zone
- Const. 24" Gutter Pan
- Const. 4" Tail Integral Curb/Sidewalk
- Const. Barrier Free Access Ram Ramp
- Const. Vacuum Stanchion Canopy and Canister
- Const. Trench Drain
- Const. Curb Face 6" From Center Point of Tower
- Const. Pay Lane Raised Concrete Island, 3'-0" Wide, 4" High for TX Sites and 3'-6" Wide, 4" High For Private Brand with Auto Teller
- Const. Water Service Entrance
- Const. Transformer
- Const. Sanitube With Conduit For Relax/Go Light
- Const. AC Unit On 6'-0" x3'-6" Concrete Pad
- Const. Column
- Const. Light Pole
- Const. Floodlights
- Const. Curb Transition
- Const. License Plate Reader
- Const. Approve/Go Light
- Const. Gate
- Const. Tommy Provided Red Ball Vacuum Hose Holder
- Const. Stainless Tree
- Const. U-Shaped Snap Sign
- Const. Camera Pole
- Const. 24" Curb and Gutter
- Const. 8" Tail Modular Block or Concrete Post & Panel Fence

ANDERSON WAHLEN & ASSOCIATES
2010 North Redwood Road, Salt Lake City, Utah 84116
(801) 521-8529 - AWaengineering.net

Site Plan
Tommy's Carwash
9839 W State Street
Star, ID



25 May, 2021

SHEET NO.

C1.1

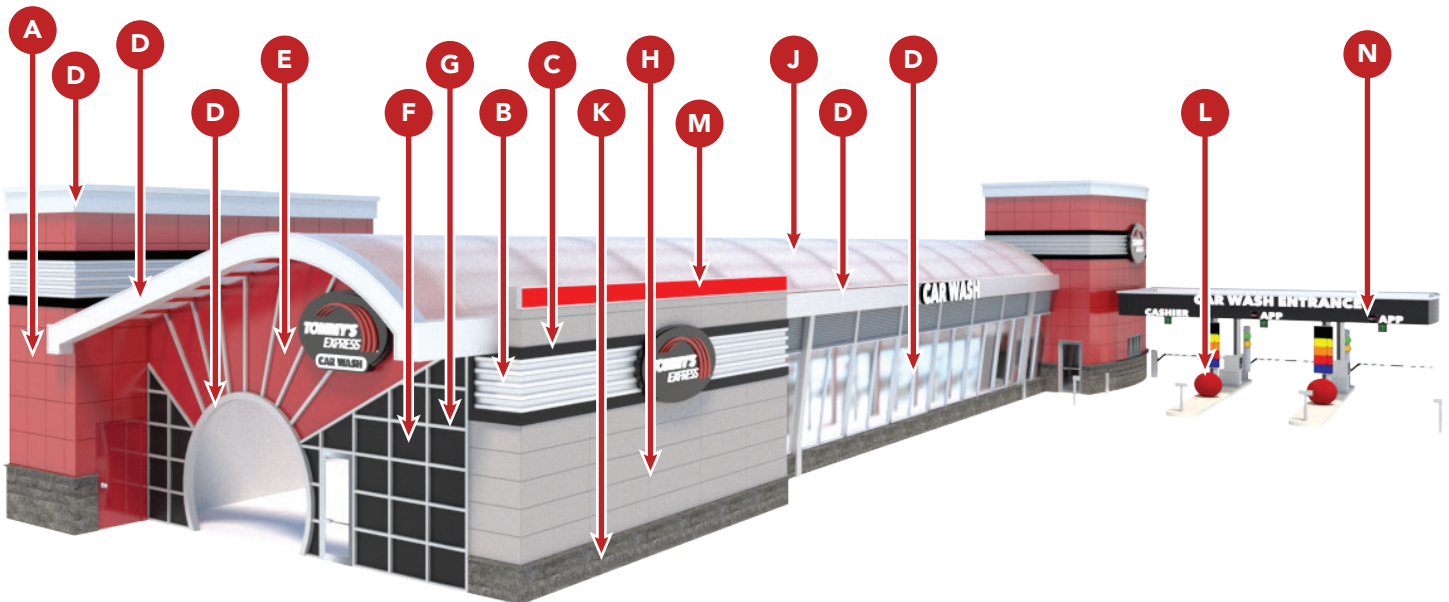
Exterior Material Selections

Tommy's Express Model M1

Confidential Warning: This sheet contains and constitutes confidential information, images and trade secrets of Tommy Car Wash Systems. Any unauthorized use or disclosure of any portion thereof, is strictly prohibited. This work is the exclusive property of Tommy Car Wash Systems. All rights reserved.



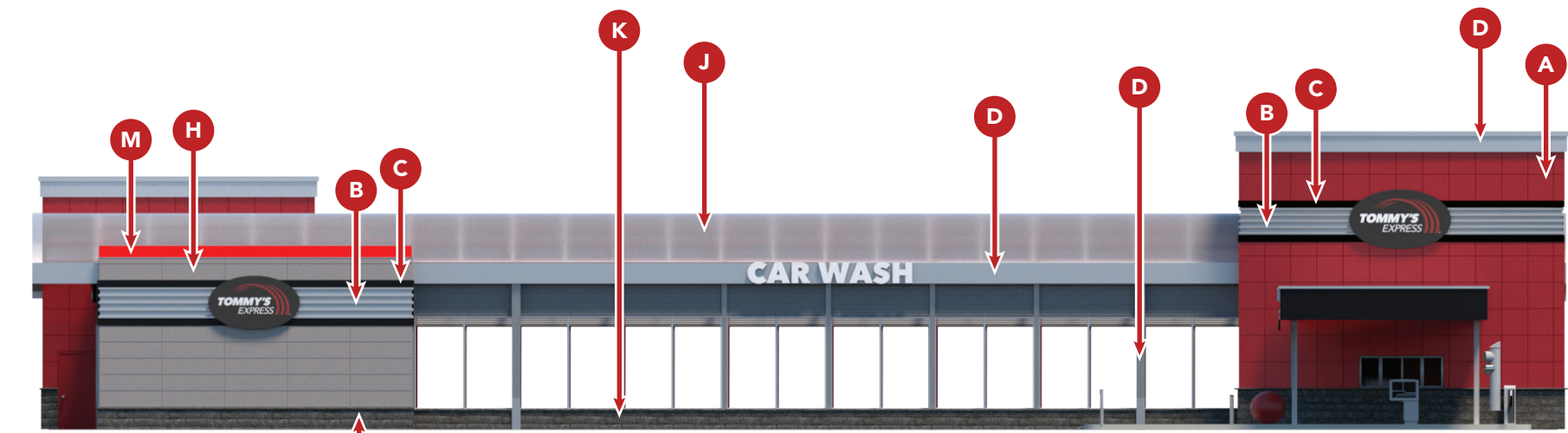
- A** Towers: Dri-Design Panel - 30" x 30" - Cardinal Red - RAL 3001
<http://www.dri-design.com/products/painted-aluminum/#sizes>
- B** Ribbed Panel: ATAS 7.2 - Silversmith
<http://www.atas.com/products/walls/exposed-fastener/atas-belvedere-rib-panel#ProductInfo>
- C** Ribbed Panel Trim: ATAS Flat Sheet - Black
<http://www.atas.com/products/colors>
- D** Parapet Cap: Reynolux - Bright Silver Metallic
https://www.alcoa.com/aap/north_america/en/product.asp?cat_id=917&prod_id=1537
- D** Fascia: Silver ACM
N/A
- D** Downspout Covers: Silver ACM
N/A
- E** Car Wash Ends (Upper): Laminators Omega Series - Sunset Red
http://www.laminatorsinc.com/sites/www.laminatorsinc.com/files/pdf/laminators_architectural_colors_sept8_2016.pdf
- F** Car Wash Ends (Lower): Citadel Glaze Guard - Ebony (Series F)
<https://www.citadelap.com/finishes/series-f>
- G** Car Wash Ends (Aluminum Caps): Tubelite 200 Series Curtain Wall - Clear Anodized
<https://www.tubeliteinc.com/200-series-curtainwall/>
- H** Dry Backroom: Nichiha Panel - Architectural Block - Gray - RAL 7044
<http://www.nichiha.com/products/detail/architecturalblock>
- I** Steel: RAL3001 *Interior Steel Not Shown*
<http://www.ralcolor.com/>
- J** Roof: Acrylic - 8mm ACRYLITE Heatstop - Cool Blue
<https://www.acrylite.net/sites/lists/PM/DocumentsAP/8mm-acrylite-heatstop-hi-ds-tech-jan2013.pdf>
- K** Masonry - Consumer's 4" Split Faced Block - Ash
http://www.consumersconcrete.com/split_face.html
- L** Vacuums & Balls: Red
<http://shop.tommycarwash.com/Tommy-Store/Vacuum-and-Vending>
- M** Dry Backroom Parapet: Lektron LED Linear Light - Leon - Red
<http://www.lektroninc.com/leon/>
- N** Pay Canopy: Black ACM
N/A



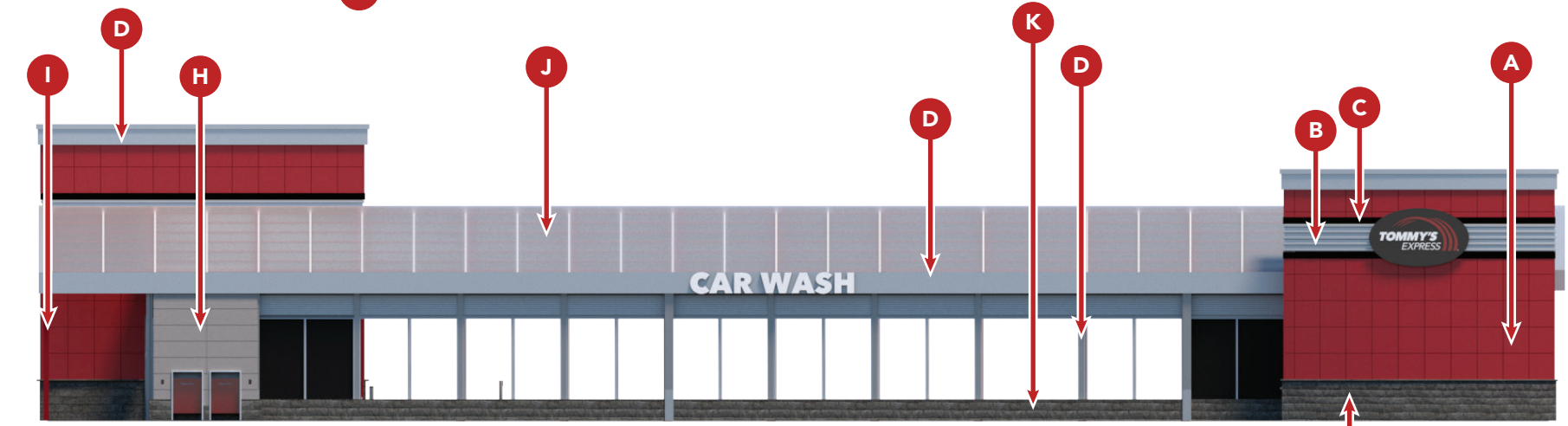
Exterior Material Selections

Tommy's Express Model M1

Confidential Warning: This sheet contains and constitutes confidential information, images and trade secrets of Tommy Car Wash Systems. Any unauthorized use or disclosure of any portion thereof, is strictly prohibited. This work is the exclusive property of Tommy Car Wash Systems. All rights reserved.



Front Elevation

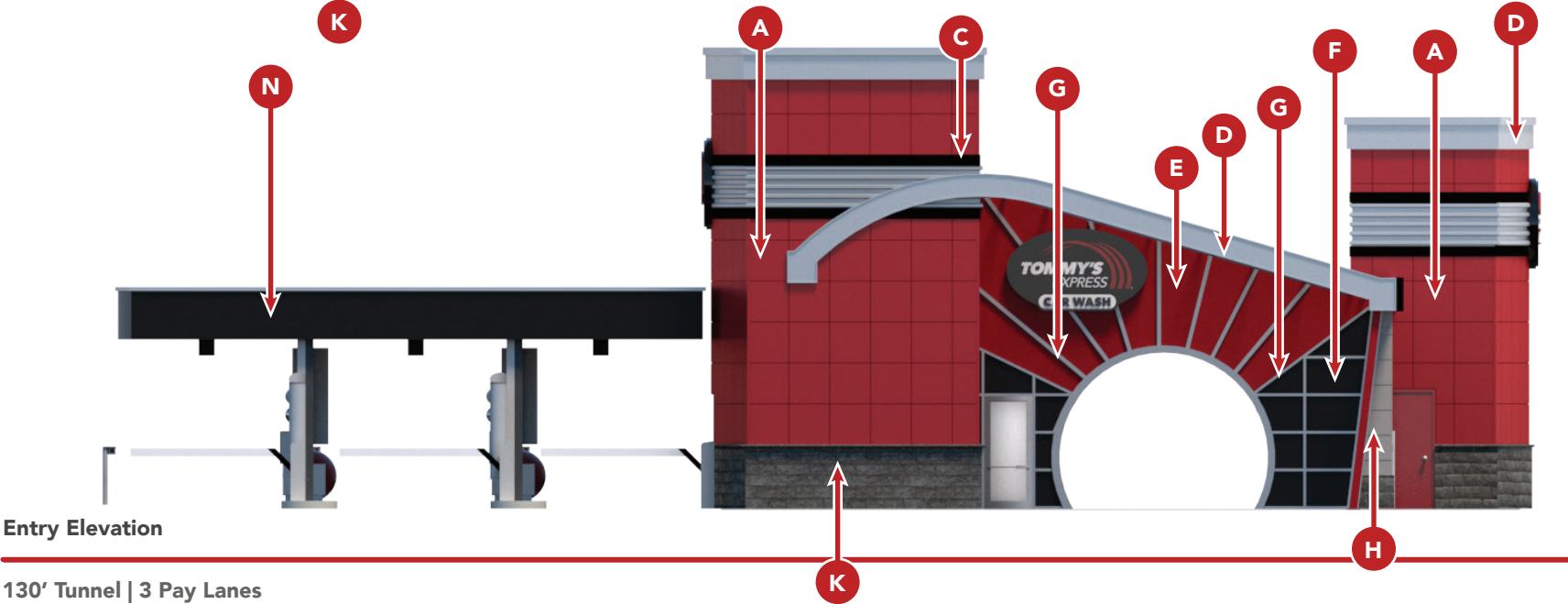
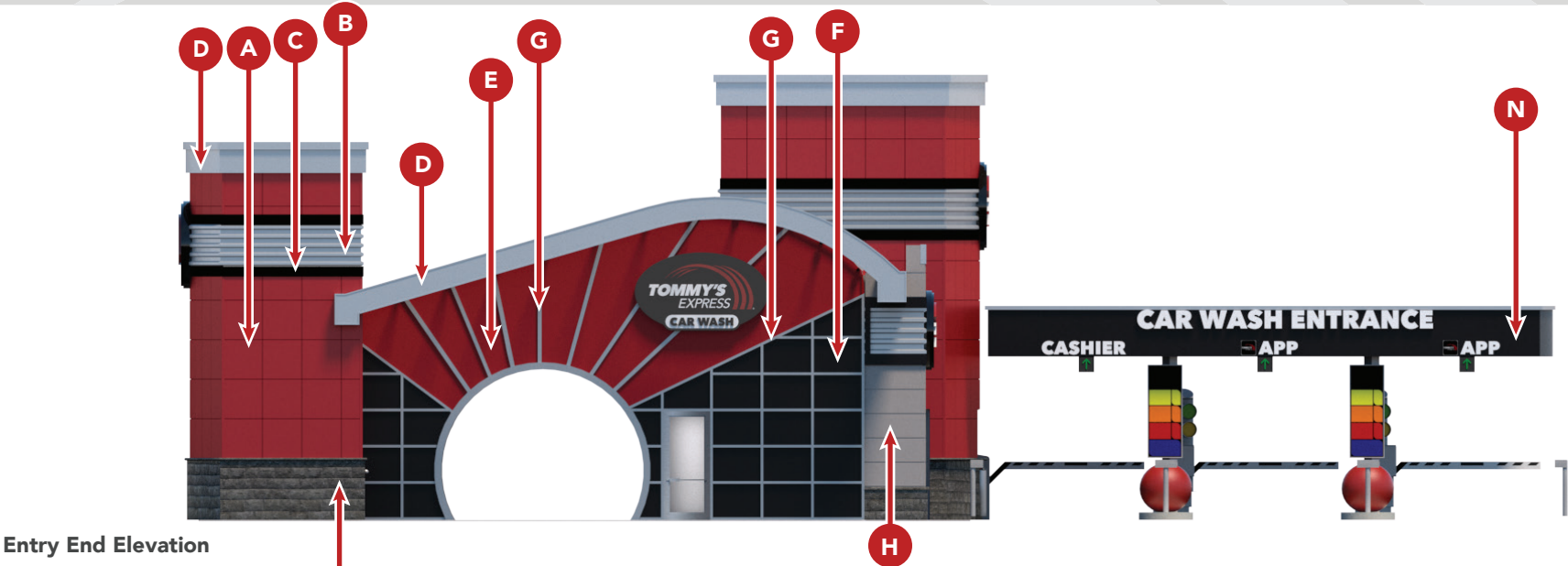


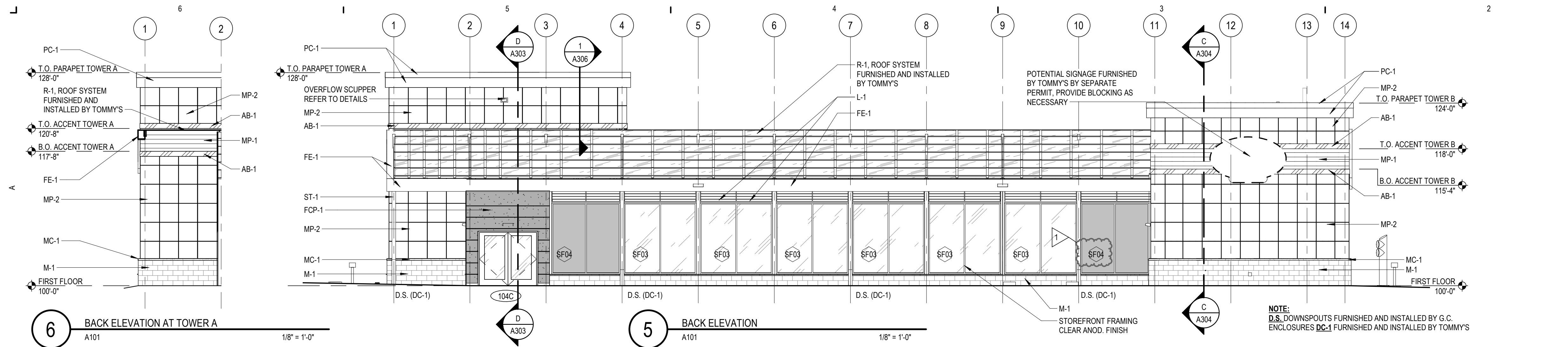
Back Elevation

Exterior Material Selections

Tommy's Express Model M1

Confidential Warning: This sheet contains and constitutes confidential information, images and trade secrets of Tommy Car Wash Systems. Any unauthorized use or disclosure of any portion thereof, is strictly prohibited. This work is the exclusive property of Tommy Car Wash Systems. All rights reserved.





EXTERIOR MATERIALS LEGEND

PREFINISHED METAL PANELS

FIBER CEMENT BOARD PANEL

PREFINISHED METAL COPING

ALUM. FLAT STOCK (BLACK)

PROFIED METAL PANEL

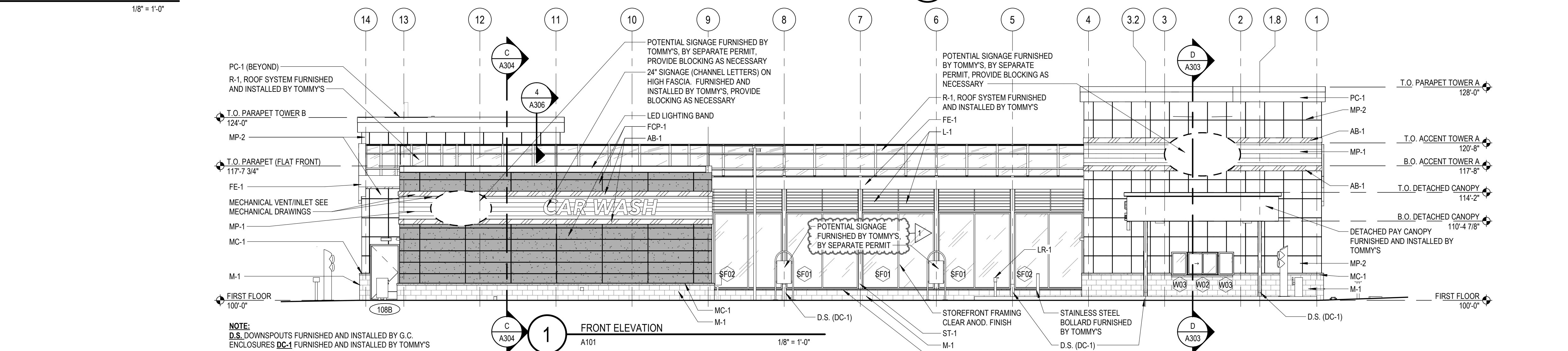
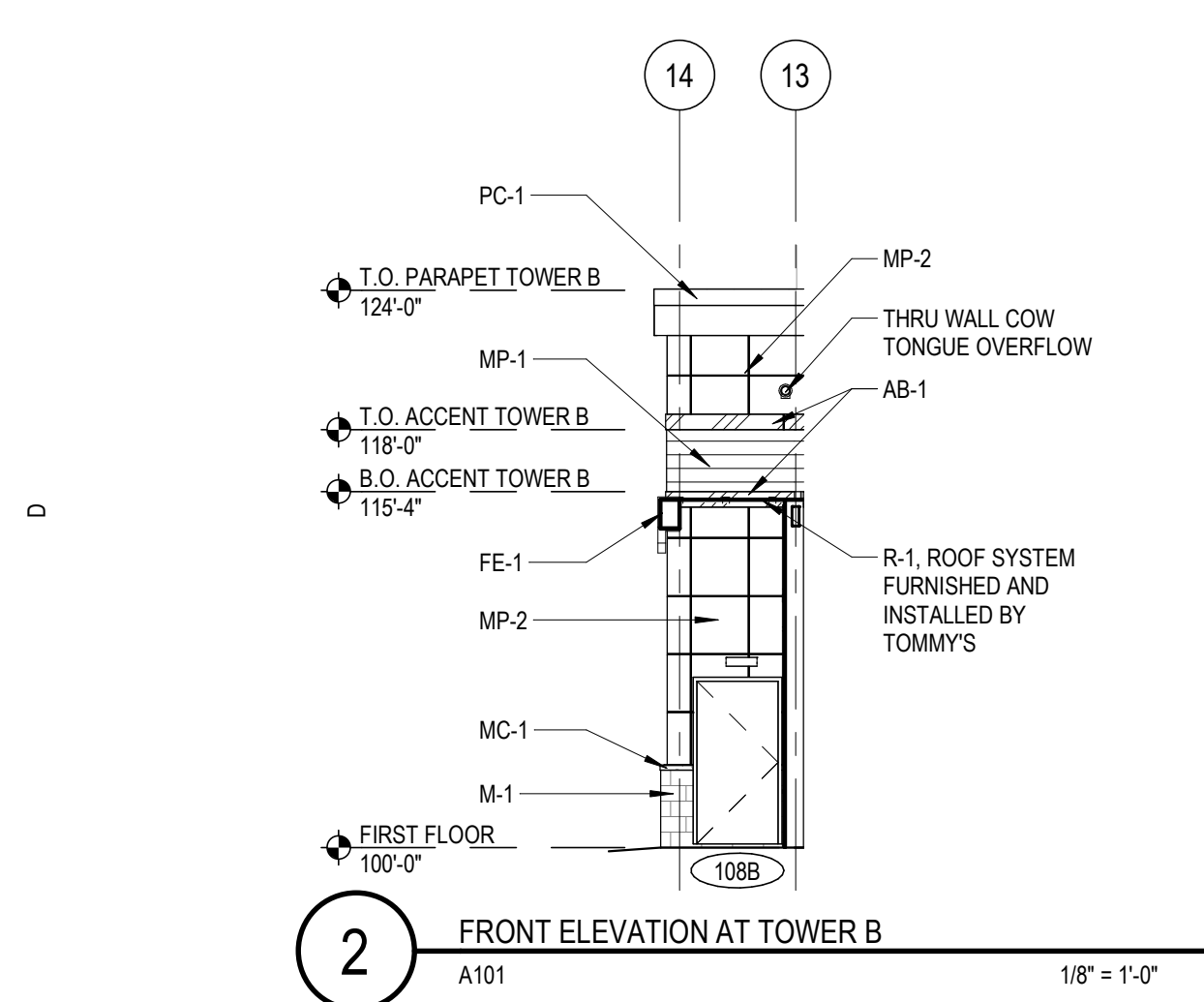
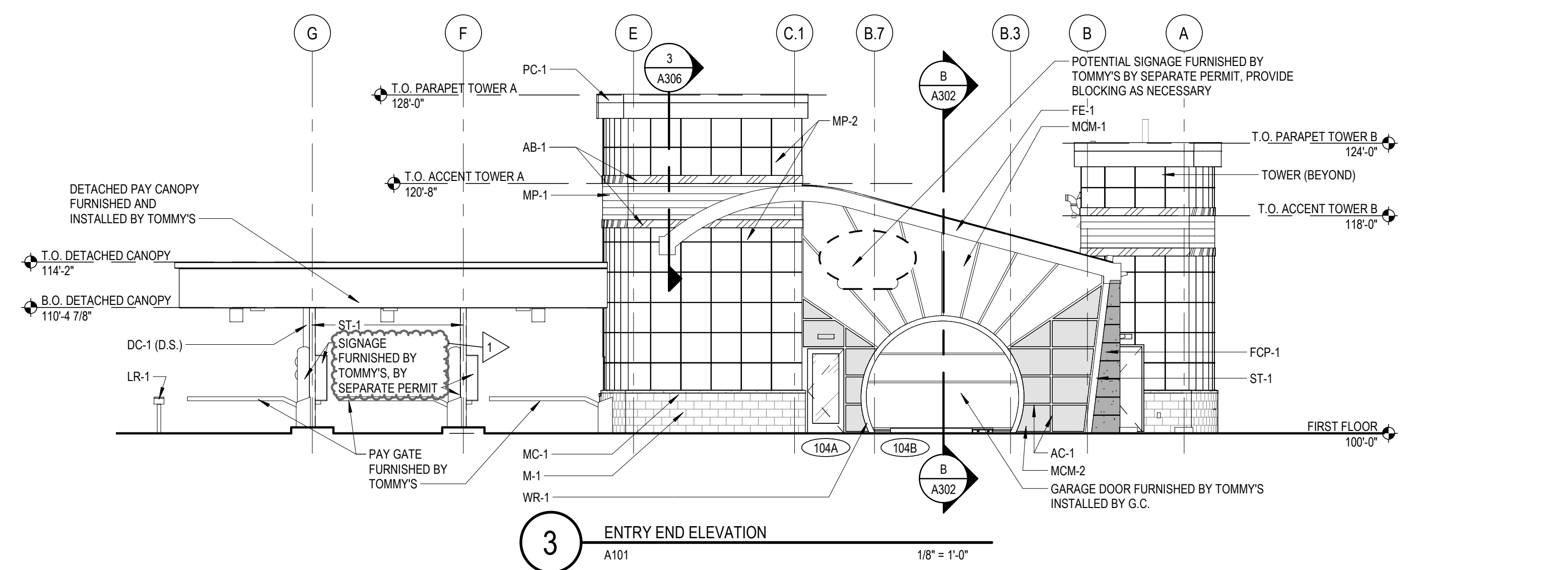
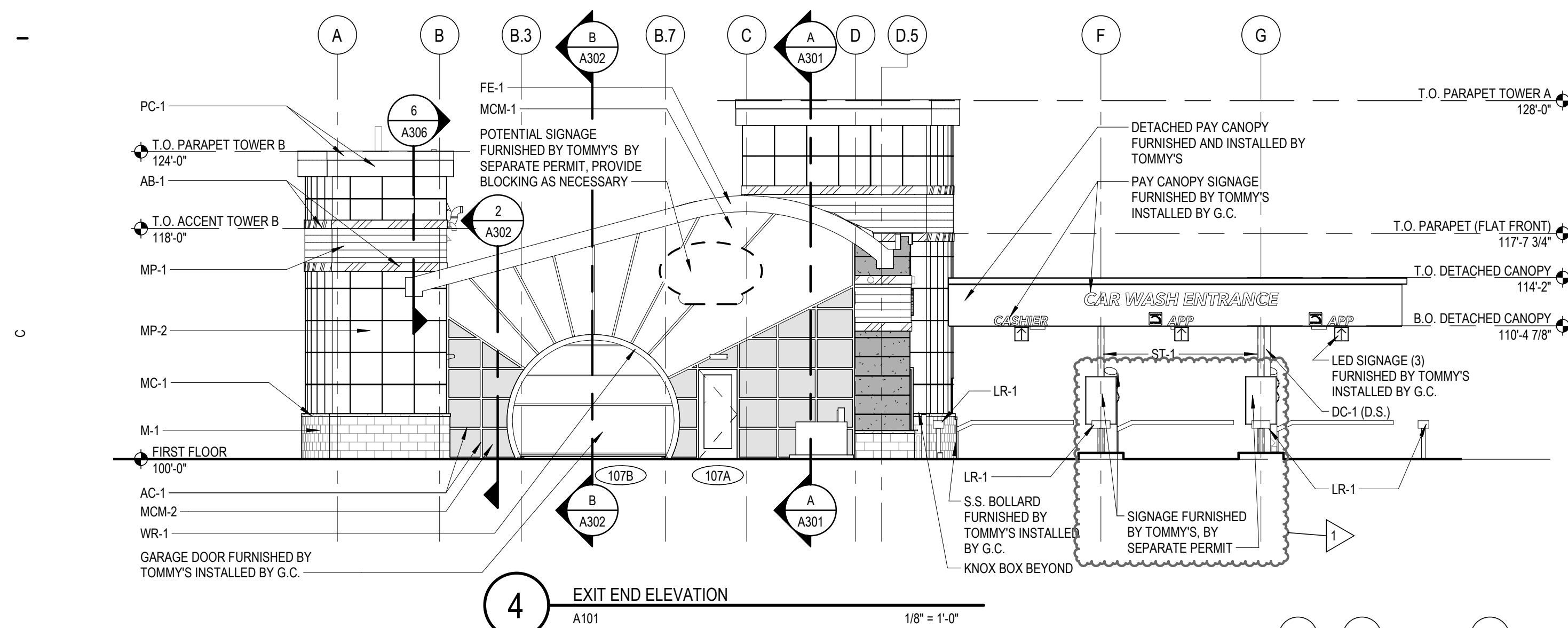
MCM PANEL (BLACK)

GLAZING

SPLIT FACED CONCRETE MASONRY UNIT

NOTE: ALL PROFIED METAL PANEL ACCENT (MP-1) SHALL BE CRIMP CURVED AT CURVED FACE OF TOWERS AND SHALL HAVE MITERED CORNERS. NO CORNER TRIMS. NO EXCEPTIONS

TAG	MATERIAL	MANUFACTURER	DESCRIPTION	COLOR	FURNISHED BY	INSTALLED BY
ST-1	STRUCTURAL STEEL	RBI	POWDER COATED STRUCTURAL STEEL	RAL 3001	TOMMY'S	TOMMY'S
MP-1	PROFIED ALUMINUM METAL PANEL	ATAS	ATAS 7.2 BWR360 BELVEDERE	SILVERSMITH	TOMMY'S	G.C.
MP-2	PREFINISHED METAL PANEL	DRI-DESIGN	30"x30" PANEL SIZE	CARNIVAL RED II / RAL 3001	TOMMY'S	G.C.
M-1	SPLIT-FACE CMU	CONSUMERS	4" VENEER SPLIT-FACED	ASH	G.C.	G.C.
MC-1	PRECAST STONE		MASONRY CAP	MATCH CMU COLOR	G.C.	G.C.
FCP-1	FIBER CEMENT PANELS	NICHIHA	ARCHITECTURAL BLOCK SERIES 18" H x 72" W	GRAY	TOMMY'S	G.C.
AB-1	PREFIN. ALUM. ACCENT BANDING	ATAS	ATAS FLAT SHEET	BLACK	TOMMY'S	G.C.
PC-1	PREFIN. ALUM. PARAPET CORNICE	ARCONIC	REYNOBOND COMPOSITE PANELS	BRIGHT SILVER METALLIC	TOMMY'S	G.C.
MCM-1	PREFIN. ALUM. COMPOSITE PANELS	LAMINATORS	LAMINATORS OMEGA SERIES	BRITTE RED	TOMMY'S	G.C.
MCM-2	PREFIN. ALUM. COMPOSITE PANELS	CITADEL	SINOCORE	EBONY	TOMMY'S	G.C.
AC-1	PREFIN. ALUM. CLOSURE CAPS	TUBELITE	TUBELITE 200 SERIES STOREFRONT	CLEAR ANNOIDIZED	TOMMY'S	G.C.
SF01, SF02, SF03	PREFIN. ALUM. STOREFRONT WITH INSULATED GLASS	KAWNEER	1" INSULATED GLASS LOW-E	CLEAR ANNOIDIZED	G.C.	G.C.
SF04, SF05	PREFIN. ALUM. STOREFRONT WITH METAL PANEL INFILL	KAWNEER/ CITADEL	1" GLAZE GUARD 1000 WR+ PANEL INFILL SEE DETAIL ON A602	CLEAR ANNOIDIZED FRAMES/ EBONY INFILL PANELS	G.C.	G.C.
DC-1	PREFINISHED ALUMINUM	ALPOLIC	4MM MCM PANELS DOWNSPOUT COVER	METALLIC SILVER	TOMMY'S	TOMMY'S
LR-1	LICENSE PLATE READER	TOMMY'S	BOLLARD	STAINLESS STEEL	TOMMY'S	G.C.
WR-1	PREFIN. ALUM. COMPOSITE PANELS	ARCONIC	MCM WRAP COVER FOR STEEL RING	CLEAR ANNOIDIZED	TOMMY'S	G.C.
FE-1	FASCIA / EAVE	ALPOLIC	4MM MCM PANELS AT EAVES AND FASCIA	METALLIC SILVER	TOMMY'S	TOMMY'S
L-1	PREFIN. ALUM LOUVER	RUSKIN	DRAINABLE LOUVER	CLEAR ANNOIDIZED	TOMMY'S	TOMMY'S
R-1	ACRYLIC ROOF SYSTEM	ACRYLITE	DRAINABLE ACRYLIC ROOF SYSTEM	COOL BLUE	TOMMY'S	TOMMY'S



TOMMY CAR WASH SYSTEMS

QUOTE: XXXXX

VERSION NUMBER: XX

PROGRAM: 2024-Q1-T3-R22

NOT FOR CONSTRUCTION

ISSUANCE

2021 01 14 T3-R22 Q1

01/14/2021

REVISIONS

NO DATE DESCRIPTION

1 01/14/2020 2021 Q1

FILE NUMBER

PROJECT MANAGER

PROFESSIONAL

DRAWN BY

CHECKED BY

EXTERIOR ELEVATIONS

A201

ADDRESS, CITY, STATE, ZIP



Good for cars. Great for your city.



Environmentally Friendly

- We use advanced lighting controls and all LED lights to ensure every location can monitor and manage their everyday power usage.
- Our clear acrylic roof system allows for daylight harvesting so no lighting is required during most operational hours.
- Every location employs an advanced water reclaim system which not only uses up to 60% less fresh water than washing at home, it also keeps 100% of used water out of the storm system.

Efficient Processing

- With a combination of our unique, high-capacity design and proven efficient site layout, Tommy's Express locations can process more than 200 vehicles per hour, keeping lines short and customers happy.

World Class Facility and Operations

- The iconic Tommy's Express architecture is aesthetically appealing and an instantly identifiable landmark in cities across the country
- Every site is required to maintain our high standards of professionalism. Extensive training and regular auditing provides cities with a clean, professionally-run retail destination and a valuable community partner.

Community Focused

- Every Tommy's Express location is part of a national franchise brand and is locally owned and operated, providing high national standards and a valuable community partner. Tommy's Express owners are encouraged to partner with local organizations for the benefit of the community.

for more info visit: www.tommys-express.com/franchise

Shawn Nickel

From: Nicole Etcheverry-Sarkany <netcheverry75@hotmail.com>
Sent: Wednesday, April 28, 2021 12:21 PM
To: Trevor Chadwick; Jennifer Salmonsens; Shawn Nickel
Subject: Car wash

Hello Mayor & City Council Members,

I'm writing because I am not in favor of a second car wash being built in Star. We're already getting one on the corner of State and Can-Ada, and in my opinion, another car wash isn't necessary. Why not put another business in the space of the proposed car wash space?

After reading about this proposal, I became concerned that too much, too quickly is going in our community. Is there a link to see the comprehensive plan of Star in the next 10-20 years? My husband and I have attended a meeting g that was held at the River House and we found that helpful and informative, but I'd like to see the plan if it's available to pull up. Also, is feedback from the community still open?

Thank you and have a great rest of your day!
Nicole Etcheverry-Sarkany

Sent from my iPhone

DEVELOPMENT AGREEMENT CHERISHED ESTATES SUBDIVISION

This Development Agreement ("Agreement") is entered into by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Redwood Creek, LLC, hereinafter referred to as "Owner"; and Sterling Land Development, Inc., hereinafter referred to as "Developer".

WHEREAS, Owner own a parcel of land of approximately 40.22 acres in size, currently located within the City of Star, zoned R-2 and more particularly described in **Exhibit A** of Ordinance 346, 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 1, has the authority to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate;

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

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

WHEREAS, the parties agree to the zoning designation of the Property to be rezoned in accordance with this Agreement;

WHEREAS, Developer filed with the City of Star, a Request to Rezone the Property to R-3-DA, as File No. RZ-21-01/DA-21-07, 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 Uses Permitted. As to the Parcel shown on **Exhibit A**, Owner/Developer is allowed to develop 40.22 acres as follows:

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

2.2 Site Design. The Preliminary Plat, as set forth in **Exhibit B**, is hereby approved.

2.3 Uses. The development is hereby approved for a maximum of 100 residential lots.

2.4 Setbacks. The development shall follow the setbacks required in the R-3 zoning district for the Residential Uses.

2.5 Additional Requirements:

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

*Lot numbers subject to change with revised Preliminary Plat

2.6 Proportionate Share Agreement for ITD Improvements. Developer has agreed to participate in the costs of construction or improvements to the portions of the State Highway System within the City of Star and/or City of Star Area of City Impact. The Developer will pay the \$93,524.00 traffic mitigation fee determined, or revised, by the Idaho Transportation Department as follows: the

Developer will pay the City \$935.24.00 per buildable lot within each phase prior to signature on the final plat for the applicable phase. The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount (unless otherwise revised by ITD) directly to the City of Star. The City will maintain this contribution in a specific Development Contributions account, to be distributed to ITD when requested for use with a specific Idaho Transportation Improvement Plan (ITIP) project within the City of Star Area of City Impact or City Limits in accordance with the terms of the Intergovernmental Agreement between the Idaho Transportation Department and the City of Star dated April 22, 2020.

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

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

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

Section 4. Default. The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert 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(s): Redwood Creek Ranch, LLC
Mark D. Lange, Manager
P.O. Box 98
Eagle, Idaho 83616

Developer: Sterling Land Development, Inc.
James Zubillaga, Director
1159 E. Iron Eagle Drive, Suite 170H
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.

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.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Redwood Creek Ranch, LLC, an Idaho
limited liability company

Mark D. Lange
Its: Manager

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 Mark D. Lange, known or identified to me to be the Manager of Redwood Creek Ranch, LLC, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

OWNER:

Sterling Land Development, Inc, an Idaho Corporation

James Zubillaga
Its: Director

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 James Zubillaga, known or identified to me to be the Director of Sterling Land Development, Inc, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho
Residing at: _____
My Commission Expires: _____

ORDINANCE NO. 346
(CHERISHED ESTATES SUBDIVISION REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY ADA COUNTY PARCEL S0408212400; REZONING THE PROPERTY FROM RESIDENTIAL (R-2) TO RESIDENTIAL (R-3-DA) WITH A DEVELOPOMENT AGREEMENT; THE PROPERTIES ARE OWNED BY REDWOOD CREEK, LLC AND CONTAIN APPROXIMATELY 40.22 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 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 Residential District (R-2) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to a Residential District with a Development Agreement (R-3-DA); and

WHEREAS, the Mayor and Council, held a public hearing on September 7, 2021, and determined that the requested change in zoning classification should be granted.

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

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

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

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

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

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

DATED this ____ day of _____, 2021.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

**CITY OF STAR
ORDINANCE**

OPEN CONTAINERS IN PUBLIC

**AN ORDINANCE OF THE CITY OF STAR, ADA AND CANYON COUNTIES,
IDAHO, AMENDING TITLES 4 AND 6 OF THE STAR CITY CODE, ADDING
OPEN CONTAINERS IN PUBLIC SECTION, MODIFYING PARK
REGULATIONS, AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Star, Idaho, is a municipal corporation organized and operating under the laws of the State of Idaho, and WHEREAS, the City of Star, Idaho, has the authority to make and amend all such ordinances not inconsistent with the laws of the state of Idaho as may be expedient to maintain the peace, good government and welfare of the city and its trade, commerce, and industry, and WHEREAS, the City of Star, Idaho, seeks to update its city code;

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Star, in the State of Idaho, as follows:

SECTION 1: **ADOPTION** “CHAPTER 9 OPEN CONTAINERS IN PUBLIC” of the Star Municipal Code is hereby *added* as follows:

ADOPTION

CHAPTER 9 OPEN CONTAINERS IN PUBLIC(*Added*)

SECTION 2: **ADOPTION** “4-9-1: Definitions” of the Star Municipal Code is hereby *added* as follows:

ADOPTION

4-9-1: Definitions(*Added*)

For purposes of this article, the following definitions shall apply:

ALCOHOLIC BEVERAGE: Any beverage containing alcohol, including "beer" and "wine" as defined hereinafter by this article.

BEER: Any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, and/or other ingredients in drinkable water.

COMMUNITY EVENT: An event conducted on public property, or private property open to the public, including: streets, beaches, parks, community centers, parking lots and waterways, for the purpose of conducting certain short term events such as art shows, music concerts, fundraising events, sidewalk sales, amusement attractions, circuses, carnivals, rodeos, swap meets, and sporting events including, but not limited to, organized float trips, contests, street dances, tournaments, walk-a-thons, marathons, races, exhibitions, craft/art shows or related activities. A small community event has an estimated number of attendees of fifty to one hundred (50 - 100). A medium community event has an estimated number of attendees of one hundred one to nine hundred ninety nine (101 - 999). A large community event has an estimated number of attendees exceeding one thousand (1,000).

CONTAINER: Any receptacle capable of holding or storing liquid.

LIQUOR: Any beverage as defined in Idaho Code section 23-105.

PARKING LOT: Any place maintained for the outdoor parking of motor vehicles.

PERSON: Any individual, firm, co-partnership, association, corporation, or any group or combination acting as a unit.

STREET: Entire width between the boundary lines of every way or place open to the public for motorized or nonmotorized vehicular travel, including any sidewalk or way intended for pedestrian travel.

WINE: Any beverage obtained through fermentation of the natural sugar content of fruits or other agricultural products containing sugar whether or not other ingredients are added.

All other words and phrases used in this article, the definition of which is not herein given, shall be given their ordinary and commonly understood and accepted meanings.

SECTION 3: **ADOPTION** “4-9-2: Unlawful To Have Possession Of An Open Container” of the Star Municipal Code is hereby *added* as follows:

ADOPTION

4-9-2: Unlawful To Have Possession Of An Open Container(*Added*)

Except as otherwise permitted by statute or ordinance, it shall be unlawful for any person to have in his or her possession any open container of any alcoholic beverage in any of the following areas:

- A. On any street
- B. In any public or private parking lot if open to the public;
- C. In or upon any public or private motor vehicle;
- D. Upon any public or private property if open to the public; and
- E. Within the city park system, it shall only be unlawful to possess or consume any alcoholic beverage upon any street, parking lot, or restroom.

SECTION 4: **ADOPTION** “4-9-3: Unlawful To Consume Alcoholic Beverages” of the Star Municipal Code is hereby *added* as follows:

ADOPTION

4-9-3: Unlawful To Consume Alcoholic Beverages(*Added*)

Except as otherwise permitted by statute or ordinance, it shall be unlawful for any person to consume any alcoholic beverage in any of the following areas open to the public:

- A. On any street
- B. In any public or private parking lot;
- C. In or upon any public or private motor vehicle;
- D. Upon any public or private property if open to the public; and
- E. Within the city park system, it shall only be unlawful to possess or consume any alcoholic beverage upon any street, parking lot, or restroom.

SECTION 5: **ADOPTION** “4-9-4: Permits” of the Star Municipal Code is hereby *added* as follows:

ADOPTION

4-9-4: Permits(*Added*)

A. Permits Required: Possession or consumption of alcohol may be allowed in any of the prohibited areas in sections 4-9-2 and 4-9-3 of this article, upon obtaining a permit as set forth below. Within the city park system permits shall be required for the possession of more than seven and one-half (7¹/₂) gallons of alcoholic beverages.

B. Application: An applicant for such permit shall make application to the city clerk. The applicant shall further remit a twenty dollar (\$20.00) fee, and comply with all rules and regulations related to such use. When the city clerk determines that the application is complete, the application shall be reviewed as provided in this section and in section 4-9-2 of this chapter. The application for an open container permit shall provide the following information:

1. Name, address and phone number of the applicant; permit applicants shall be at least twenty one (21) years of age;

2. Dates and hours requested during which the permit is to be effective;

3. The address at which the alcoholic beverages are to be served; and if a public building, or private building open to the public, the rooms in which the alcoholic beverages are to be served;

4. The number of anticipated people who will attend the event including all hosts, employees, sponsors, agents, consumers, and security personnel;

5. A detailed description or diagram of the location where the alcoholic beverages are to be served and sold.

C. Applications Reviewed:

1. The City Clerk shall review the application for open container permit for completeness.

a. If the permit is sought in conjunction with a small community event (50 - 100 estimated attendees), the City Clerk will forward said application to the Star Police Chief and Fire District chief for their recommendation. The application shall be submitted to the city clerk not less than five (5) working days prior to the scheduled event.

b. If the permit is sought in conjunction with a medium (101 - 999 estimated attendees) or large (1,000+ estimated attendees) community event, the applicant shall obtain written permission from the Star Police Chief and Fire District Chief (or designees) prior to application submittal. The application, including the written recommendation of the Star Police Chief and Fire District Chief or designee, shall be submitted to the City Clerk not less than thirty (30) days prior to the scheduled event.

2. Recommendation of the Police Chief and Fire District Chief or their designees:

a. The police chief and Fire District chief or their designees may recommend conditions, terms, or a reduction in the number of requested dates or times as determined reasonable to carry out the policies of the city, which include protection of the health, safety and welfare of the public, or to prevent an unlawful disturbance or nuisance. Such conditions may include, but are not limited to, posting of appropriate signs, and hiring at applicant's expense additional licensed, bonded security personnel. Any such conditions must be attached and displayed as a part of the open container permit.

b. Where the police chief determines that due to the anticipated number of participants, site of open container permit, pedestrian or vehicular traffic, occurrence of special events, ingress or egress of customers, or presence of minors requires additional physical configuration or limitation of the premises for enforcement purposes, the chief may recommend that the site of open container permit be maintained in a specified manner as a condition of the permit.

D. Issuance Or Denial Of Application: The city clerk may impose conditions as determined to be reasonable to carry out the policies of the city, which include protection of the health, safety and welfare of the public, or to prevent an unlawful disturbance or nuisance. Persons attending an event at which open containers of alcohol are possessed or served are subject to all federal, state, county and city statutes, ordinances, rules and regulations. In the event the issuance of the permit results in the violation of any of the permit conditions, the individual representative and the group will not be granted another permit for a period of one year. Whenever the city clerk shall deny any application the city clerk shall specify in writing:

1. The statutes, ordinances and standards used in evaluating the application;
2. The reasons for denial; and
3. The actions, if any, that the applicant could take to obtain an open container permit.

SECTION 6: **ADOPTION** “4-9-5: Exceptions” of the Star Municipal Code is hereby *added* as follows:

ADOPTION

4-9-5: Exceptions(*Added*)

Possession or consumption of an alcoholic beverage shall be allowed within the city park system except upon any street, parking lot, or restroom within a city park.

SECTION 7: **ADOPTION** “4-9-6: Violations And Penalty” of the Star Municipal Code is hereby *added* as follows:

A D O P T I O N

4-9-6: Violations And Penalty(*Added*)

Any person who shall violate any of the terms or provisions of this chapter shall be guilty of an infraction and shall be punishable by a fine of one hundred dollars (\$100.00), excluding court costs and fees. There is no right to a trial by jury of a citation or complaint for an infraction, and such trials shall be held before the court without a jury. Any person who shall be found guilty of a second or subsequent violation of any provisions of this chapter within a five (5) year time period shall be guilty of a misdemeanor and shall be punishable by a fine not to exceed three hundred dollars (\$300.00) and/or jail for a period not to exceed one hundred eighty (180) days or both such fine and jail.

SECTION 8: **AMENDMENT** “6-1-3: Use Of Park Facilities” of the Star Municipal Code is hereby *amended* as follows:

A M E N D M E N T

6-1-3: Use Of Park Facilities

Park facilities are generally available for public use on a first come, first served basis, except for areas previously reserved.

- A. General Hours: City park hours are one-half (1/2) hour before sunrise to one-half (1/2) hour after sunset, unless permission is given by way of waiver on a park permit.
- B. Closed Areas:
 - 1. The city clerk or his/her designee may close park areas or facilities to the public or otherwise restrict use until such time as the area or facility can be made available for public use.
 - 2. Except in emergency circumstances, notice of closure shall be posted and patrons shall not enter closed or restricted areas.
- C. Animals And Natural Features:
 - 1. Dogs:
 - a. No person owning or having the care, custody, possession, or control of a dog shall permit or allow such dog to enter or remain on any public property posted "No Dogs Allowed".
 - b. Persons owning or having the care, custody, possession, or control of

a dog are subject to rules and regulations in such areas designated by the city as training and or exercise grounds.

c. No person shall fail or refuse to properly clean up after his pet.

d. This chapter shall not apply to:

- (1) Police officers and their service animals during the official performance of their duties;
- (2) Handlers of search and rescue animals during the official performance of their duties; or
- (3) Persons with disabilities utilizing assistance animals.

2. Other Animals: Persons shall not bring into, or permit to range at any park facility, domestic fowl, equine, bovine, sheep/goat, or other livestock, except upon approved permit from the city.

3. Wildlife:

- a. No person may harm, harass, hunt, trap or remove any animal, including mammals, fish, insects, birds, reptiles, or other living creatures from any park facility without the written permission of the city.
- b. In the interest of public safety, sanitation, and the well being of the park wildlife, patrons are strongly encouraged to refrain from feeding any wildlife.

4. Natural Features:

- a. No persons shall damage, cut, carve, transplant or remove any tree or plant, or injure the bark or other parts of any tree or plant in any city park.
- b. No person shall attach any rope, wire or other contrivance to any tree or plant in any city park.

D. Alcohol; Glass Containers; Illegal Drugs:

1. Alcohol:

- a. No person shall have in his/her possession, nor shall any person consume (drink) any intoxicating liquor or alcoholic beverages within any city park unless designated on the park permit [except as allowed in Section 1: Title 4, Chapter 9, of the Star City Code, OPEN CONTAINERS IN PUBLIC](#)

:

- b. No person shall sell or offer for sale any intoxicating liquor or alcoholic beverage in any city park unless designated on the park permit.

2. Illegal Drugs: No person shall smoke, drink or otherwise consume, use or possess any narcotic drug, opiate, or hallucinogen, or any type of controlled substance or illegal drug within any city park.

3. Glass Containers: No person shall use, carry, or be in possession of any beverage container made of glass on any city park property.

4. Tobacco: No smoking is permitted in any public building.

E. Prohibited Acts:

1. Disorderly Conduct: Patrons engaged in disruptive, destructive or hazardous

conduct may be warned and asked to stop such conduct immediately by police officials. Under circumstances where a patron's conduct is unlawful, or poses an imminent threat of injury or prevents the public enjoyment of the park, wildlife, or facility, police officials may eject such patron by any reasonable means, including arrest.

2. Vending, Peddling, Solicitation:

- a. No person shall expose or offer for sale any article or thing, nor shall he/she station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing, except when operating by and under the authority and permit of the city.
- b. No person shall beg, hawk, peddle or solicit within any city park.
- c. Commercial activities are by permit only. (Ord. 113, 9-23-2004)

3. Discharge Of Firearms, Weapons, Explosives: It shall be unlawful to discharge:

- a. Any firearm within the boundaries of the city park; provided, however, that this section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his or her duty, or a person from discharging a firearm in the lawful defense of a person or persons.
- b. Any bow or other weapon which will expel a projectile through the action of release of a pressurized gas, compressed air, expanding gas, explosive, or other force producing means or method including, but not limited to, objects commonly referred to as air guns, air pistols, air rifles, "BB" guns, pellet guns, blow guns, airsoft or similar guns, or paintball guns, upon or within the public right of way, public parks and other public property and ways, except at such locations as may be authorized for such purposes by the city council. (Ord. 244, 1-6-2015)

4. Noise: All music must conclude by ten o'clock (10:00) P.M. Amplified sound is allowed but must be noted on the permit. The volume of sound must be kept low enough not to disturb other area users and adjacent residential neighborhoods.

5. Signs: No person shall erect, place, distribute or display any sign, banner, advertisement, notice or statement within any city park without the specific permission of the city.

6. Removal Or Destruction Of Property: No person shall remove, alter or destroy any public property.

F. Fires, Firewood Or Fireworks:

1. No person may light, build, or maintain a fire at any park facility, except in a facility or device provided, maintained or designated for such purposes, or as authorized by the city. When designated fires are allowed, they shall be attended at all times by an adult until fully extinguished.
2. Portable camp stoves or portable barbecue grills of metal construction may be used in designated picnic areas.
3. No person may cut, gather, or collect wood or other combustible material at

any city park for use as firewood or fuel.

4. The possession or use of any kind of fireworks, except by permit, is prohibited in all city parks.

G. Camping And Overnight Use: No person may camp at any city park facility, except as authorized by permit, in areas designated for that purpose and at or during specified times. "Camping" is defined as:

1. Occupying a designated camping facility.
2. Erecting a tent or arranging bedding, or both, for such purpose or in such a manner as will permit remaining overnight.
3. Use of a trailer, camper, or other vehicle for the purpose of sleeping overnight.

H. Motorized Vehicles:

1. No person may operate a vehicle in any park facility except upon roads, driveways, parking areas, and areas designated open to motorized vehicles, except as authorized by the city.
2. All traffic regulations shall be strictly adhered to regarding all city property.
3. No person shall abandon a vehicle on any city property. If found abandoned, vehicles shall be removed, impounded, and sold in conformance with city ordinances or state laws or as may be determined by the city.

I. Rollerblades And Skateboards: No person shall use or make use of roller skates, rollerblades, in-line skates, scooters or skateboards in any areas of a city park where these or other park rules established by the city council prohibit such activities.

J. Parking:

1. No person shall park a vehicle in other than an established or designated parking area, unless otherwise allowed by permit.
2. No person shall leave a vehicle standing or parked after closing hours of the park on any city park property without permission from the city.

K. Littering And Refuse: No person shall bring into, leave behind, or dump any material of any kind in any city park, except the refuse or garbage resulting from normal use of a park. Any and all trash, refuse or garbage resulting from normal use shall be deposited in receptacles provided for such purposes.

L. Insurance: Insurance may be requested naming the city as additionally insured. The amount of insurance will be determined by the type of activity. The applicant will be required to have insurance forms before approval is given.

(Ord. 113, 9-23-2004)

SECTION 9: REPEALER CLAUSE All ordinances or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 10: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances in whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 11: EFFECTIVE DATE This Ordinance shall be published once in full or by approved summary and shall take effect and be in force from and after its passage, approval, and publication.

PASSED AND ADOPTED BY THE CITY OF STAR MAYOR AND CITY COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Michael Keyes	_____	_____	_____	_____
David Hershey	_____	_____	_____	_____
Jennifer Salmonsén	_____	_____	_____	_____
Kevin Nielsen	_____	_____	_____	_____

Presiding Officer

Attest

Trevor Chadwick, Mayor, City of Star

Jacob M Qualls, City Clerk City of
Star

ORDINANCE _____

AN ORDINANCE OF THE CITY OF STAR, ADA AND CANYON COUNTIES, IDAHO, AMENDING TITLES 4 AND 6 OF THE STAR CITY CODE, ADDING OPEN CONTAINERS IN PUBLIC SECTION, MODIFYING PARK REGULATIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Idaho, is a municipal corporation organized and operating under the laws of the State of Idaho, and

WHEREAS, the City of Star, Idaho, has the authority to make and amend all such ordinances not inconsistent with the laws of the state of Idaho as may be expedient to maintain the peace, good government and welfare of the city and its trade, commerce, and industry, and

WHEREAS, the City of Star, Idaho, seeks to update its city code;

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

Section 1: Title 4, Chapter 9, is hereby added, as follows:

CHAPTER 9
OPEN CONTAINERS IN PUBLIC

SECTION:

4-9-1: Definitions

4-9-2: Unlawful To Have Possession Of An Open Container

4-9-3: Unlawful To Consume Alcoholic Beverages

4-9-4: Permits

4-9-5: Exceptions

4-9-6: Violation And Penalty

4-9-1: DEFINITIONS:

For purposes of this article, the following definitions shall apply:

ALCOHOLIC BEVERAGE: Any beverage containing alcohol, including "beer" and "wine" as defined hereinafter by this article.

BEER: Any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, and/or other ingredients in drinkable water.

COMMUNITY EVENT: An event conducted on public property, or private property open to the public, including: streets, beaches, parks, community centers, parking lots and waterways, for the purpose of conducting certain short term events such as art shows, music concerts, fundraising

events, sidewalk sales, amusement attractions, circuses, carnivals, rodeos, swap meets, and sporting events including, but not limited to, organized float trips, contests, street dances, tournaments, walk-a-thons, marathons, races, exhibitions, craft/art shows or related activities. A small community event has an estimated number of attendees of fifty to one hundred (50 - 100). A medium community event has an estimated number of attendees of one hundred one to nine hundred ninety nine (101 - 999). A large community event has an estimated number of attendees exceeding one thousand (1,000).

CONTAINER: Any receptacle capable of holding or storing liquid.

LIQUOR: Any beverage as defined in Idaho Code section 23-105.

PARKING LOT: Any place maintained for the outdoor parking of motor vehicles.

PERSON: Any individual, firm, copartnership, association, corporation, or any group or combination acting as a unit.

STREET: Entire width between the boundary lines of every way or place open to the public for motorized or nonmotorized vehicular travel, including any sidewalk or way intended for pedestrian travel.

WINE: Any beverage obtained through fermentation of the natural sugar content of fruits or other agricultural products containing sugar whether or not other ingredients are added.

All other words and phrases used in this article, the definition of which is not herein given, shall be given their ordinary and commonly understood and accepted meanings.

4-9-2: UNLAWFUL TO HAVE POSSESSION OF AN OPEN CONTAINER:

Except as otherwise permitted by statute or ordinance, it shall be unlawful for any person to have in his or her possession any open container of any alcoholic beverage in any of the following areas:

- A. On any street;
- B. In any public or private parking lot if open to the public;
- C. In or upon any public or private motor vehicle;
- D. Upon any public or private property if open to the public; and
- E. Within the city park system, it shall only be unlawful to possess or consume any alcoholic beverage upon any street, parking lot, or restroom.

4-9-3: UNLAWFUL TO CONSUME ALCOHOLIC BEVERAGES:

Except as otherwise permitted by statute or ordinance, it shall be unlawful for any person to consume any alcoholic beverage in any of the following areas open to the public:

- A. On any street;

- B. In any public or private parking lot;
- C. In or upon any public or private motor vehicle;
- D. Upon any public or private property if open to the public; and
- E. Within the city park system, it shall only be unlawful to possess or consume any alcoholic beverage upon any street, parking lot, or restroom.

4-9-4: PERMITS:

- A. Permits Required: Possession or consumption of alcohol may be allowed in any of the prohibited areas in sections 4-9-2 and 4-9-3 of this article, upon obtaining a permit as set forth below. Within the city park system permits shall be required for the possession of more than seven and one-half ($7\frac{1}{2}$) gallons of alcoholic beverages.
- B. Application: An applicant for such permit shall make application to the city clerk. The applicant shall further remit a twenty dollar (\$20.00) fee, and comply with all rules and regulations related to such use. When the city clerk determines that the application is complete, the application shall be reviewed as provided in this section and in section 4-9-2 of this chapter. The application for an open container permit shall provide the following information:
 - 1. Name, address and phone number of the applicant; permit applicants shall be at least twenty one (21) years of age;
 - 2. Dates and hours requested during which the permit is to be effective;
 - 3. The address at which the alcoholic beverages are to be served; and if a public building, or private building open to the public, the rooms in which the alcoholic beverages are to be served;
 - 4. The number of anticipated people who will attend the event including all hosts, employees, sponsors, agents, consumers, and security personnel;
 - 5. A detailed description or diagram of the location where the alcoholic beverages are to be served and sold.
- C. Applications Reviewed:
 - 1. The city clerk shall review the application for open container permit for completeness.
 - a. If the permit is sought in conjunction with a small community event (50 - 100 estimated attendees), the city clerk will forward said application to the Star police chief and Fire District chief for their recommendation. The application shall be submitted to the city clerk not less than five (5) working days prior to the scheduled event.
 - b. If the permit is sought in conjunction with a medium (101 - 999 estimated attendees) or large (1,000+ estimated attendees) community event, the applicant shall obtain written permission from the Star police chief and Fire District chief (or designees) prior to application submittal. The application, including the written recommendation of the Star police chief and Fire District chief or designee, shall be submitted to the city clerk not less than thirty (30) days prior to the scheduled event.
 - 2. Recommendation of the police chief and Fire District chief or their designees:

a. The police chief and Fire District chief or their designees may recommend conditions, terms, or a reduction in the number of requested dates or times as determined reasonable to carry out the policies of the city, which include protection of the health, safety and welfare of the public, or to prevent an unlawful disturbance or nuisance. Such conditions may include, but are not limited to, posting of appropriate signs, and hiring at applicant's expense additional licensed, bonded security personnel. Any such conditions must be attached and displayed as a part of the open container permit.

b. Where the police chief determines that due to the anticipated number of participants, site of open container permit, pedestrian or vehicular traffic, occurrence of special events, ingress or egress of customers, or presence of minors requires additional physical configuration or limitation of the premises for enforcement purposes, the chief may recommend that the site of open container permit be maintained in a specified manner as a condition of the permit.

D. Issuance Or Denial Of Application: The city clerk may impose conditions as determined to be reasonable to carry out the policies of the city, which include protection of the health, safety and welfare of the public, or to prevent an unlawful disturbance or nuisance. Persons attending an event at which open containers of alcohol are possessed or served are subject to all federal, state, county and city statutes, ordinances, rules and regulations. In the event the issuance of the permit results in the violation of any of the permit conditions, the individual representative and the group will not be granted another permit for a period of one year. Whenever the city clerk shall deny any application the city clerk shall specify in writing:

1. The statutes, ordinances and standards used in evaluating the application;
2. The reasons for denial; and
3. The actions, if any, that the applicant could take to obtain an open container permit.

4-9-5: EXCEPTIONS:

Possession or consumption of an alcoholic beverage shall be allowed within the city park system except upon any street, parking lot, or restroom within a city park.

4-9-6: VIOLATION AND PENALTY:

Any person who shall violate any of the terms or provisions of this chapter shall be guilty of an infraction and shall be punishable by a fine of one hundred dollars (\$100.00), excluding court costs and fees. There is no right to a trial by jury of a citation or complaint for an infraction, and such trials shall be held before the court without a jury. Any person who shall be found guilty of a second or subsequent violation of any provisions of this chapter within a five (5) year time period shall be guilty of a misdemeanor and shall be punishable by a fine not to exceed three hundred dollars (\$300.00) and/or jail for a period not to exceed one hundred eighty (180) days or both such fine and jail.

Section 2: Title 6, Chapter 1, Section 3 of the Star City Code, USE OF PARK FACILITIES, is hereby amended in part, as follows:

6-1-3: USE OF PARK FACILITIES:

D. Alcohol; Glass Containers; Illegal Drugs:

1. Alcohol:

a. No person shall have in his/her possession, nor shall any person consume (drink) any intoxicating liquor or alcoholic beverages within any city park unless designated on the park permit- except as allowed in Section 1: Title 4, Chapter 9, of the Star City Code, OPEN CONTAINERS IN PUBLIC.

b. No person shall sell or offer for sale any intoxicating liquor or alcoholic beverage in any city park unless designated on the park permit.

2. Illegal Drugs: No person shall smoke, drink or otherwise consume, use or possess any narcotic drug, opiate, or hallucinogen, or any type of controlled substance or illegal drug within any city park.

3. Glass Containers: No person shall use, carry, or be in possession of any beverage container made of glass on any city park property.

4. Tobacco: No smoking is permitted in any public building.

Section 3: This Ordinance shall be published once in full and shall take effect and be in force from and after its passage, approval, and publication.

DATED this _____ day of _____, 2021.

CITY OF STAR, IDAHO

By: _____
Trevor Chadwick, Mayor

ATTEST:

Jacob Qualls, Clerk



Shared Strength · Trusted Care

PO Box 190477, Boise, ID 83719
T: 208-317-2814 | F: 208-575-6423
iii-a.org

**AMENDED AND RESTATED
JOINT POWERS AGREEMENT
and
DECLARATION OF TRUST
Idaho Independent Intergovernmental Authority**

This AGREEMENT is entered into this ____ day of _____, 20__, for the purpose of facilitating the collective participation and negotiation of its agencies of health benefits coverage with vendors doing business in Idaho or through health benefit pooling and/or self-funding.

I. RECITALS

WHEREAS, public agencies are authorized to provide their officers and employees with health care benefits; and

WHEREAS, the undersigned, hereinafter designated as the “Agency”, is authorized by Idaho Code Section §67-2326 et seq. to enter into agreements with one or more public entities for the purpose of jointly exercising any power common to said public entities; and

WHEREAS, the Agency, is authorized by Idaho Code Section §41-4101 et seq. to provide for joint public agency self-funded health care programs; and

WHEREAS, the Agency has been duly authorized by its respective governing body to enter into this Agreement with the Idaho Independent Intergovernmental Authority; and

WHEREAS, it is the intention of the Parties to this Agreement to create an irrevocable trust fund for the purpose of funding health benefits for the Agencies’ employees pursuant to a joint public agency self-funded health care program.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN the parties hereto as follows:

II. DEFINITIONS

“III-A” or “III-A Trust” or “Trust” - The Idaho Independent Intergovernmental Authority, established pursuant to the statutes of this state by Joint Powers Agreements.

“III-A Plan” or “Plan” - The Idaho Independent Intergovernmental Authority Benefits Plan, established pursuant to the statutes of this state.

“Board” - The Board of Trustees of the III-A Plan which shall serve as Trustees as required by Idaho Code, Title 41, Chapter 41.

“Agencies” - The political subdivisions, as identified in Idaho Code §§ 6-902(2), 41-4102(9), and 67-2327, which qualify and agree to the terms of this Joint Powers Agreement or any subsequent amendment thereto. Agencies also includes Collective Bargaining Eligible groups that provide police or fire services to government entities that are eligible to participate in collective bargaining as a bargaining unit.

“Joint Powers Agreement” or “Trust Agreement” - means and refers to this Agreement and Declaration of Trust wherein political subdivisions agree to participate in the offers of the III-A as set forth by the Board, and any subsequent modifications or amendments thereto.

“Authority” means and refers to the Idaho Independent Intergovernmental Authority (also known as the III-A or III-A Trust or Trust), a joint public agency self-funded health care plan program operating pursuant to Idaho Code §§67-2326 et seq. and Chapter 41, Title 41, Idaho Code.

“Trustees” means and refers to the Trustees and their successors provided for in this Agreement.

“Plan” means the joint public agency plans of benefits, self-funded or jointly purchased, established by the Joint Powers Agreement and documents relating thereto, and under which payment for medical, surgical, hospital, and other services for prevention, diagnosis, or treatment of any disease, injury, or bodily condition of an employee is, or is to be, regularly provided for or promised from funds created or maintained in whole or in part by contributions or payments thereto by a public



agency employer, or by a public agency employer and the employees of the public agency.

“Employee” means and refers to all persons employed by an Agency, which may include elected officials, who are eligible for benefits under this agreement. The term “Employee” also includes retirees of Agencies, provided that such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

“Contract Administrator” or “Third Party Administrator (TPA)” refers to the entity designated by the Trustees to administer the Plan. Such Administrator is a fiduciary agent of the Trustees.

“Fund” means and refers to the Trust Fund created by this instrument, and shall mean generally the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses, purposes and Trust set forth herein, and those things of value which comprise the corpus and additions to the Fund. The Fund is an irrevocable trust fund, which means the Agency does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

“Agency Contributions” means contributions made by each Agency to the Fund for the Plan.

“Employee Contribution” means the contributions made by the Employees of the Agencies to said Fund.

“Plan Document” means the Joint Powers Agreement, any medical agreement, the administrative services agreement, or any other agreement entered into by the Board of Trustees, and the summary plan description, schedule(s) of benefits, and/or any other documents, brochures, pamphlets, working rules, policies, or any and all other documents produced in furtherance of the Plan.

“Executive Officer” means the individual that is the chief administrative official of the Agency and has the power to hire and fire employees.

III. PARTIES

The parties to this Agreement shall be those public agencies, which qualify and agree to the



terms of this Joint Powers Agreement or any subsequent amendment thereto.

IV. PURPOSE AND COMMON POWER

The purpose sought to be achieved by the parties to this Agreement is the joint exercise of the powers conferred by Idaho Code Section §67-2326 et seq. and Idaho Code Section §41-4101 et seq. to provide officers and employees of Agencies with benefits in the most cost- effective manner possible while emphasizing quality, price stability and financial solvency. The Agencies will seek to accomplish this purpose through health benefit pooling, as authorized by Idaho Code Section §41-4101 et seq.

It is the intent of the Agencies of the III-A to create an entity with unlimited duration which will administer a self-funded health care plan. All income and assets of the III-A Plan shall be at all times held in Trust and dedicated to the benefit of its Agencies.

V. IDAHO INDEPENDENT INTERGOVERNMENTAL AUTHORITY

By this Agreement there is created the Idaho Independent Intergovernmental Authority (hereinafter “III-A” or “Authority”), a separate public agency formed to carry out the purposes set forth above. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the respective parties hereto except as otherwise provided in this Agreement.

The III-A shall be comprised of those political entities which have entered into this Agreement or any subsequent amendment to this Agreement by and through an individual duly authorized to execute this Agreement, and who have agreed to tender the appropriate contributions. This Agreement shall be automatically renewed, annually or periodically, consistent with Board established policy terms, unless the provision for withdrawal, expulsion or termination are applied in compliance with the terms of this Agreement or adopted Board policy.

VI. NON-WAIVER

The Agencies of the III-A, by participation in this program, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by law of the state of Idaho or the United States; provided however, this paragraph or any other terms as stated in this Joint



Powers Agreement does not abrogate or waive in any way whatsoever the standards of conduct as to fiduciary responsibilities of the trustees either individually or collectively as the Board of Trustees as required under titles 41 and 68, Idaho Code or other applicable law.

VII. IRREVOCABLE TRUST FUND

Financial operations of the III-A are committed to the sound discretion of the Board of Trustees with the primary intent being the long-term solvency of the program through the use of an irrevocable trust; said Trust Fund shall be actuarially sound, that its assets and income must be adequate under reasonable estimates for payment of all benefits promised to beneficiaries of the Plan. Contributions from Agencies shall be determined by the Board, considering, among other factors, risk exposure as determined by actuarial information, loss experience, net operating expenditures, costs of administering claims, and other appropriate or necessary costs.

The Fund is an irrevocable trust fund, which means the Agency does not retain any power to alter, amend, revoke or terminate the transfer of funds held in the Trust Fund. Funds in the Trust Fund are fiduciary funds.

The III-A Joint Powers Agreement establishes an Irrevocable Trust Fund which shall consist of funds the Board deems reasonably sufficient to annually produce the sum of money necessary to fund benefit claims and claims expenses, provide for any stop loss insurance, excess insurance requirements, provide for fidelity bonds, other operating expenses, plus funds necessary to meet the III-A's obligation to satisfy the requirements of any regulatory authority. The Trust Fund shall be legally liable for payment of all applicable benefits stated in the statement or schedule of benefits in effect at the time a claim there under arises.

The name of this Trust is and shall be the "III-A Trust" and shall in all respects be governed by the laws of the state of Idaho and administered to accomplish the purposes expressly, and by necessary implication, contained herein.

The express purpose and primary objectives of the Trust are:



1. To establish and maintain a program of providing and maintaining health benefits for Employees of Agencies;
2. To pay for costs of wellness programs designed to improve the health of employees;
3. To pay for incurred claims, for costs of administration and related expenses of self-funded programs;
4. To empower the Trustees to enter into contracts to provide benefits; and
5. To reimburse the Trustees for any other expenses necessarily or properly incurred by them in the performance of their duties under this Trust Agreement.

The foregoing expressions of purpose are not exhaustive and, in addition to other related objectives reasonably inferred from that list, that the Trust shall have such other objectives as may be lawful under Idaho law.

VIII. MEMBERSHIP DELEGATION

Each Agency may appoint a delegate to represent it at the annual meeting of the Membership Delegation. At this meeting, the Board shall report to the delegation and the delegation shall elect the Board of Trustees as provided herein. Each Agency may change its delegate at any time provided that the Agency gives the Executive Director written notice of the change prior to the first meeting at which each new delegate attends for the purpose of representing the Agency. Each delegate is entitled to cast one vote on each action item at any duly constituted meeting of the delegation at which he or she is present.

A minimum of ten delegates must be present for the transaction of Authority business at a meeting of the delegation. A vote of a majority of the Agencies present at any such annual meeting shall be sufficient to approve an action of the Membership Delegation.

IX. BOARD OF TRUSTEES OF AUTHORITY

This agreement shall be administered and contracts with vendors shall be executed by the Authority's Board of Trustees, hereinafter referred to as the "Board." The Membership of the Board of Trustees shall consist of no more than thirteen Trustees. Only Agencies with three or more years of



participation in the III-A shall be eligible to serve as a Trustee. The Board of Trustees shall be made up as follows:

Trustees Seats One through Four shall be chosen based on the number of employees enrolled in the Authority's medical program. The four Agencies having the highest number of enrolled employees shall have a Trustee on the Board of Trustees. These seats shall be staggered, Seat One shall be filled by the highest enrolled and the remaining seats shall follow based on enrollment. The initial terms shall be staggered as provided: Seat One and Two shall serve three years; Seat Three shall serve two years; and Seat Four shall serve 1 year. Thereafter, these seats shall serve three year terms as identified below.

Ninety days prior to the annual Delegation meeting, the Board shall verify the number of enrolled employees for each Agency in order to determine the four Agencies entitled to a Trustee position on the Board of Trustees. Such Trustees shall hold seats numbered one through four on the Board of Trustees.

Trustee Seat Five shall be chosen by the majority of the Collective Bargaining Eligible Agencies prior to the annual Delegation meeting.

Trustee Seats Six through Ten shall be elected from the Delegation, provided that no Agency shall have more than one Trustee on the Board of Trustees.

Trustee Seat Eleven shall be appointed by the Board of Trustees.

Trustee Seats Twelve and Thirteen shall be designated as Founding Agency Seats and shall be elected only by a majority of the Agencies that joined at the inception of the Trust. Any Founding Agency with any lapse in membership with the Trust will not be eligible for a Founding Agency Seat or vote. The eligible Founding Agencies are: Aberdeen, American Falls, Arco, Blackfoot, Cascade, Council, Donnelly, Downey, Dubois, Fruitland, Grangeville, Homedale, Ketchum, Kooskia, Lava Hot Springs, Menan, Minidoka Irrigation District, New Meadows, New Plymouth, Nezperce, Oakley, Paul, Potlach, St. Anthony, Victor, and Wilder.



All seats shall serve a term of three years.

If an Agency holding a Trustee Seat withdraws or is involuntary terminated from the III-A, the Board shall appoint an eligible Agency for that Trustee Seat for the remainder of the term.

The Executive Officer of an Agency cannot serve as a Trustee on the Board of Trustees. If a Trustee eventually holds an executive office, such Trustee shall be replaced with another representative of the Agency.

X. MEETINGS OF THE AGENCY DELEGATION AND BOARD OF TRUSTEES

There shall be an annual meeting of the Agency Delegation. At least ten Agency Delegates shall be present in order to conduct business. Each Delegate shall have one vote at Delegation meetings.

The Board of Trustees shall meet at least once each quarter. Minutes shall be kept of all Board and Delegation meetings by the Executive Director of the Board. A simple majority of the Board shall constitute a quorum for the transaction of business.

All meetings of the Delegation and the Board shall be subject to the Idaho open meetings act (Idaho Code §74-201 et seq.). The Board shall adopt rules and regulations for conducting Delegation and Board meetings in conformity with the law.

XI. OFFICERS OF THE BOARD

The officers of the Board of Trustees shall consist of the Chair, Vice-Chair and Secretary.

The Chair shall be responsible for developing meeting agendas and conducting meetings and shall be authorized to make administrative decisions on behalf of the III-A subject to Board policies.

The Vice-Chair shall fulfill the Chair's duties in his or her absence.

The Secretary or his or her designee shall cause minutes of all meetings to be kept and shall, upon request, cause a copy of the minutes to be forwarded to any Agency of the III-A. The Secretary shall fulfill the duties of the Chair and Vice-Chair in their absence.



XII. POWERS AND DUTIES OF AUTHORITY BOARD OF TRUSTEES

A. Powers and Duties. The Trustees shall have all powers with regard to Trust property granted by Idaho law on the date hereof, and, in addition, shall have the following specific powers:

1. To hold, manage, care for and keep the Fund and collect the income and increments thereof, and keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned;
2. To employ or hire such agents, attorneys, accountants, actuaries, consultants, employees or other persons, and may lease premises and equipment, as may be necessary or desirable in administering the Fund and carrying out its purposes. The necessary and reasonable fees, salaries, wages, emoluments or compensation of any and all such persons shall be paid from the Fund;
3. To sell, convey, transfer, pledge, lease or otherwise dispose of the same without the approval of any court and without any notice to Agencies and without obligation upon any person dealing with the Trustees to be responsible for the application of any money or other property delivered to them, to the extent permitted by Idaho law.
4. To pay any and all taxes of whatsoever nature the Fund is or may be obligated to pay, and incur any expenses for supplies, rental of space, or other items or anything else believed to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust;
5. To borrow money for the purposes of the Trust and to give security therefore;
6. To exchange property or securities for other property or securities;
7. To vote, either in person or by proxy, any shares of stock held as part of the assets of the Trust;
8. To collect the principal or income of the Trust as the same shall become due and payable, and, if necessary, to take such legal proceedings as it may deem advisable in the best interests of the Trust to collect any sum of money due to the Trust. The Trustees shall be under no obligation to commence suit unless they shall first have



been indemnified by the Agencies with respect to expenses or losses to which the Trust may be subjected through taking such action;

9. To have all right, power and authority to do all those things which, in the opinion of the Trustees may be necessary or desirable for the administration and operation of and accomplishments of the objectives and purposes of the Fund and this Trust and Trust Agreement in compliance with title 41, chapter 41, Idaho Code.

B. Authority of Trustees.

1. The Trustees, in carrying out the purposes of this Trust Agreement, shall have the power and the right to provide the intended benefits under this Trust by means of self-funding by the Trust.
2. Except as limited by law, a majority of the Trustees may in writing designate one or more of the Trustees or another individual to act on behalf of all the Trustees. A third party dealing with the Trustees may conclusively presume that any exercise of power within the scope of a written designation is authorized by the Trustees and is in accordance with the terms of this Agreement. In the absence of such written designation, any action approved by a majority of the Trustees shall be conclusively binding.
3. The Trustees may, subject to their discretion and the continuing right to change, obtain for the beneficiaries of the Trust, the forms of employee benefits.
4. All contributions must be deposited in the name of the Trust. All corpus or portions of the Fund not expended may be deposited in the name of the Trust in such depository or depositories or investments as the Trustees shall from time to time select, as authorized in writing, and any such deposit or deposits should carry or bear interest. The Trustees are empowered to receive for the benefit of the Trust Fund such interest as might accrue on the above deposits. If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments permitted for investment of such



funds pursuant to Idaho law.

5. The Trustees may invest reserves required by Idaho Code §41-4110 and other funds available for the purposes of the Trust in investments authorized by Idaho Code §41-4109. All such investments shall be made and held in the name of the Trust Fund, and the interest and yield thereon shall inure to the account of the Trust Fund. No investment shall be made unless authorized in writing by the Trustees and so shown in the records of the Trust Fund. Any Trustee or other person who authorizes any investment of Trust Fund moneys in violation of Section 41-4109, Idaho Code, shall, in addition to other penalties provided under Idaho law, be liable for all loss suffered by the Trust Fund on account of the investment. No investment made in violation of Section 41-4109, Idaho Code, shall constitute an “asset” in any determination of the financial condition of the Trust Fund.
6. The Trustees shall not receive compensation for their services rendered. The Trustees shall receive reimbursement for actual reasonable expenses incurred and travel per diem as set forth by the Trustees.
7. All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators, except that checks for claims payment and authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits.
8. In the event there shall be any disagreement between the Trustees and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Agency.
9. The benefits to be provided hereunder shall be set forth in an Employee Booklet that shall be provided to each employee-beneficiary of the Plan. Summary plan descriptions and summary benefits coverage (SBC) shall be provided as required by



law.

10. The accounting year of the Fund shall be on a fiscal year basis, commencing on the first day of October of each year, and ending on the last day of September of the following year, provided that the first fiscal year of the Fund shall begin on the date of registration with the State of Idaho and end on the last day of September 2012. Any report required by law, city, county, State or federal, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The CPA shall certify to the accuracy of his audit and accounting. A statement of the results of each audit shall be available for inspection by authorized persons at the Principal Office of the Trust for a period of not less than five (5) years. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee and available at the request of each Agency after each audit or at other times when necessary. In addition to the audit required by this Section, the Trustees shall promptly make the books, records and accounts of the Plan and Trust Fund available to the Director of the Idaho Department of Insurance and do all other things necessary to comply with the examination requirements of Idaho Code §41-4113.
11. On an annual basis the Trustees shall contract for an actuarial study of all self-funded programs to establish reserve levels, set appropriate funding and contribution rates and ensure compliance with state and federal laws and regulations. The Trustees shall provide reports as required by the Department of Insurance.
12. The Trustees shall have the power to adopt rules and regulations for the administration of the Fund and/or Trust, which shall be consistent with the covenants, terms, conditions, obligations and duties as set forth in this Trust Agreement, and such rules and regulations shall be binding upon all persons dealing with the Fund and upon any and all persons claiming any benefits hereunder. Provided such rules and regulations



shall not conflict with any provision of this Agreement.

13. The Trustees shall procure dishonesty insurance policies or surety bonds for the Trust and persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such reasonable amount to reasonably aid in reimbursing bondable loss of money, and in the event shall meet the requirements as may be required, from time to time, by applicable United States or Idaho law, including Idaho Code §41-4114(3). Such bonds are to be obtained from a reputable fidelity or surety company or companies as the Trustees shall determine. Any such bonds or policies shall only be cancelled upon giving no less than thirty (30) days' written notice to the Trustees and to the Director of the Idaho Department of Insurance. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund.

14. The Trustees shall be required to execute annual conflict of interest disclosure statements, consistent with the requirements of Idaho Code §§41-223(1), 41-4115, and Title 68, Idaho Code. The Trustees shall also require all contractors to execute conflict of interest disclosure statements.

XII. FUNDS OF THE AUTHORITY

A. ESTABLISHMENT OF AUTHORITY FUNDS

The Board shall establish an irrevocable trust fund for the purpose of receipt of contributions, making claim payments, payment of premiums to insurers contracting with the III-A and administrative expenses under the III-A's self-funded program(s). Revolving bank accounts may be established to facilitate payment of claims provided such accounts are established as irrevocable trust funds. Deposits to and withdrawals from these funds shall be made as provided herein. All money acquired by or belonging to the III-A shall be kept in said irrevocable trust funds and all funds of the III-A are fiduciary funds. Books and records of the III-A shall be open for inspection at all reasonable times.

B. ANNUAL CONTRIBUTIONS



For each fiscal year commencing October 1, and ending September 30, each Agency that is a party to this Agreement shall contribute to the III-A an amount equal to the total estimated annual cost of its participation in the self-funded programs of the III-A as calculated by the Board, paid in advance to the III-A in monthly installments based upon the number of employees enrolled in each program. All contributions shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees. All Agencies shall comply with the Prompt Payment Act, title 67, chapter 23, Idaho Code. Contributions shall be deposited and disbursed from a trust fund created and existing under this Agreement between the Agency and Board of Trustees. The purpose of this Trust is to provide for the pooling of contributions for health care costs as described in Title 41, Chapter 41 of the Idaho Code. If employees are required to pay for any portion of the contribution, such payment shall be by regular periodic payroll deductions and shall be paid by the Agency to the Trust Fund on a monthly basis, except as to contributions made by an employee during his absence from employment for such period as the Plan may reasonably provide.

Subject to the provisions providing for termination of this Agreement, all Contributions to the Trust shall be irrevocable, and under no circumstances shall any monies properly paid into the Trust, or any part of the Trust, be recoverable by or payable to the Agencies or any Employee, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and beneficiaries provided hereunder.

The Trustees shall arrange for the disbursement of benefits under the Plan through a Contract Administrator appointed by the Trustees.

Prior to payment to an Employee or his beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or any Agency. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they fall due.



No Employee or other beneficiary shall have any right or claim to benefits under the Plan except as specified in the self-funded benefits procured or entered into pursuant to this Agreement. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund as self-funded, shall be decided by the Trustees, subject to the Employee's right to external review as provided in Idaho Code, Title 41, Chapter 59.

C. ADJUSTMENT OF CONTRIBUTIONS

During the course of each fiscal year covered by this Agreement, the Board shall review and determine whether contribution rates should be adjusted to reflect substantial changes in anticipated costs or other unforeseen events occurring after the commencement of the fiscal year. In the event the Board determines that an immediate change in contribution rates is required, the Board shall provide at least sixty days' notice to Agencies before such change in contribution rate is affected.

D. CONTRIBUTIONS FOR FUTURE YEARS

For each fiscal year, the Board shall transmit to each party by no later than sixty days preceding the commencement of the new fiscal year the Agency's contribution rates for such year. The contribution rates so projected shall constitute the limit of each party's annual liability for costs unless subsequently adjusted by the Board of Trustees as herein provided.

E. CONTRACT ADMINISTRATOR

1. The Board may appoint a Contract Administrator of the Authority.

(a) All checks, drafts, vouchers, or other withdrawals from the Fund or depositories or investments shall first be authorized by the Trustees and then signed by appropriate signators as determined by the Trust, except that checks for claims payment under the self-funded benefit provisions of this Trust or checks for Board authorized expenses may be signed by an authorized representative of the Contract Administrator responsible for administering the self-funded benefits.

(b) In the event there shall be any disagreement between the Trustees



and the Contract Administrator over exercise of powers granted herein, the Trustees shall prevail, and the service organization shall have no liability to any person with respect to such act or omission in the event it shall give notice in writing of its dissent from such act to each Trustee and to each Agency.

(c) A separate fidelity bond shall be required for the Contract Administrator pursuant to Chapter 9, Title 41, Idaho Code.

XIII. LIABILITY OF BOARD

The Trustees of the III-A owe a duty to the beneficiaries of the Trust to comply with prudent investor rule set forth in Title 68, Chapter 5 of Idaho Code. Trustees shall invest and manage trust assets as a prudent investor would and Trustees must make reasonable efforts to verify facts relevant to the investment and management of Trust assets. Provided Trustees comply with their fiduciary duties, they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, except with regard to liability as stated in Idaho Code §41-4109(5) or other violations of title 41, chapter 41, Idaho Code. No Trustee shall be liable for any action taken or omitted by any other Trustee. The assets of the III-A shall be used to defend and indemnify any Trustee, officer, or employee for actions by such person in good faith within the scope of his or her authority for the III-A as public officials in the state of Idaho.

XIV. ELIGIBILITY FOR MEMBERSHIP

Pursuant to this Agreement and any membership policies adopted by the Board a “public agency” as defined in Idaho Code Section §41-4102(9) (hereinafter “entity/agency”), may be eligible for participation in the III-A programs established pursuant to this Agreement if, and only if, such public entity/agency satisfies all of the following requirements:

- A. The public entity/agency must be located within the State of Idaho.
- B. The public entity/agency cannot be an agency of the state government.



C. The JPA shall be signed by the governing body of such public entity/agency and shall provide written authorization for the participation, such as approved meeting minutes or a resolution, of the entity/agency into this program.

D. The JPA must be accepted by a majority of the entire membership of the Trustees of the Board before taking effect. The decision of the Board shall be final.

E. All eligible, employees of Agencies must participate in programs offered by the III-A except elected officials and individuals who provide proof of other medical, dental or vision benefit coverage under a policy on which the coverage is primary for the employee seeking to waive coverage and would remain primary whether or not the employee is covered by the Authority. Retirees of the Agencies may also participate in III-A programs provided such participation complies with Idaho law and provided that there has been no lapse in coverage between active status and retired status.

XV. WITHDRAWAL BY MEMBER

A. NOTIFICATION

Any Agency may elect to withdraw from Membership in the III-A and from participation in its programs effective September 30 of any year by giving written notice to the III-A no later than June 30th at 5pm MT of the same year. It shall be a condition precedent to the making of such an election that the Agency has completed not less than three full fiscal years as a member of the III-A immediately prior to the proposed effective date of its withdrawal. The notice of withdrawal shall consist of a resolution adopted by the governing body of the Agency, expressly stating the party's intention to exercise its right hereunder to withdraw effective the next succeeding September 30.

An Agency which withdraws without complying with the above paragraph will be subject to a penalty equal to the contributions paid or charged against the Agency for the twelve (12) month period prior to the effective date of the Agency's unauthorized withdrawal. The penalty shall be paid in full within ninety (90) days following the date of unauthorized withdrawal. In the event that such penalty



is determined to be a violation of Article VIII, Section 3, of the Idaho Constitution, such penalty shall not be assessed.

B. UNFUNDED LIABILITY

In addition to any fees required to be paid in subsection A, a withdrawing Agency must pay in full the amount of its proportionate share of any cumulative unfunded liability as determined by the Board. Upon withdrawal, the Trust will provide the currently known amount of unfunded liability and the withdrawing agency shall pay in full within ninety (90) days following the date of unauthorized withdrawal. From date of withdrawal, claims may continue to be processed for one full year and the withdrawing Member is obligated to fulfill its entire amount of unfunded liability.

C. RE-ADMISSION

An Agency, which has withdrawn, must be a non-member of the III-A for a period of two (2) complete program years and must apply for membership pursuant to Section XIV.

XVI. INVOLUNTARY TERMINATION OF MEMBER

The III-A may, if it deems such action necessary to achieve the purposes stated hereinabove, elect to terminate any Agency's participation under this Agreement without that Agency's consent. The terminated Agency shall have the financial responsibilities expressed in Article XV.B. Such action may only be taken upon an affirmative vote of two-thirds of all the members of the Board of Trustees followed by ninety (90) days' written notice to the party of its involuntary termination.

XVII. DISSOLUTION OF AUTHORITY

The term of this agreement is intended to be perpetual. The III-A may elect at any time to terminate its joint activities carried on pursuant to this Agreement. Such election to terminate shall not be effective unless authorized by duly adopted action of each of the governing bodies of at least three-fourths of the current III-A Agencies and by written request of the Board of Trustees to the Director of the Idaho Department of Insurance and entry of his order terminating said Plan and Trust



Fund in accordance with Section 41-4118, Idaho Code, or its subsequent equivalent.

In the event of termination of this Joint Powers Agreement such that the III-A is dissolved, all assets of said Plan and Trust Fund shall be liquidated, and such liquidation shall be conducted by the Board of Trustees under a plan of liquidation in writing filed with the Director of the Idaho Department of Insurance and approved by the Director in accordance with section 41-4119, Idaho Code, or its subsequent equivalent.

XVIII. ACCESS TO EMPLOYEES

Agencies agree to cooperate with the III-A and its consultants in coordinating access to Employees for the purpose of training, obtaining relevant information, completing required forms, etc. All necessary steps shall be taken to ensure that the III-A, its Trustees, and its consultants comply with HIPAA.

XIX. STOP LOSS PROVISION

An integral part of the Trust will be an aggregate stop loss and specific stop loss insurance as required by law. Stop loss coverage will be provided by an authorized carrier licensed to execute contracts in the State of Idaho, pursuant to the requirements of Idaho Code §41-4104.

XX. SEVERABILITY

In the event that any portion of this Agreement is hereafter found or declared to be void or otherwise rendered inoperative in any way, the remainder of this Agreement shall continue in full force and effect separate and apart from the portions so invalidated.

XXI. AUTHORITY TO AMEND AGREEMENT

The Board of Trustees shall have the authority to amend this Agreement by a three- fourths vote at a properly noticed meeting. In the event this Agreement is amended, the Authority shall first obtain authorization from the Department of Insurance.



XXII. VENDOR-CARRIER SELECTION

The selection of vendors and consultants for the III-A shall be at the sole discretion of the Board. Benefit offerings shall be at the sole discretion of the Board.

Approved by the _____ on _____, 20__.

Name and Title

Attest:

Clerk

Approved by the III-A Board of Trustees on _____, 20__.

Rick Watkins, III-A Chairman

Attest:

III-A Clerk





ZWYGART JOHN

CERTIFIED PUBLIC ACCOUNTANTS

Zwygart John & Associates CPAs, PLLC

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

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

September 1, 2021

To: The Mayor and City Council
City of Star
PO Box 130
Star, ID 83669

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

You have requested that we audit the accompanying financial statements of the governmental activities and the fund information of City of Star as of September 30, 2021, and for the year then ended and the related notes, which collectively comprise City of Star's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

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

- Budgetary Comparison

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

- 1) Combining Statement of Revenues and Expenses.

Auditor Responsibilities

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

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

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

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

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

Compliance with Laws and Regulations

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

Management Responsibilities

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

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

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

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

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

Reporting

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

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

Nonattest Services:

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

- Help in preparation of the financial statements.

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

Other

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

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

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

Fees and Timing

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

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

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

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

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

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

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

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

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the audit will be \$6,100. We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use City of Star's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

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

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

Respectfully,

Zwygart John & Associates CPAs, PLLC

RESPONSE:

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

City of Star:

Name: _____

Title: _____

Date: _____