

City of Star
P.O. Box 130
Star, Idaho 83669
208-286-7247
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www.staridaho.org



REC'D APR 29 2024

Mayor:
Trevor A. Chadwick
Council:
Kevin Nielsen
Jennifer Salmonsén
Kevan Wheelock
David Hershey

Date: April 23, 2024

To: Idaho State Tax Commission GIS Department

From: City of Star

RE: Ordinance No 402-2024 – Starpointe 2 Annexation and Zoning

Enclosed is the ordinance referenced above.

Thank you,

Meredith Hudson
Deputy City Treasurer



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ORDINANCE NO. 402-2024
(STARPOINTE 2 ANNEXATION & ZONING)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 6777 N. STAR ROAD (ADA COUNTY PARCELS S0419449020); THE PROPERTY IS OWNED BY GHW HOLDINGS LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-4-DA) OF APPROXIMATELY 2.01 ACRES; DIRECTING THAT CERTIFIED COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, pursuant to Section 67-6524, Idaho Code, the City of Star has adopted the Unified Development Code Ordinance, the same being Ordinance No. 370-2022, adopted on July 19, 2022 and subsequently amended; and

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

WHEREAS, the Mayor and Council, held a public hearing on February 20, 2024 on the proposed annexation and zoning of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation should be granted and that the annexed property should be zoned Residential with a Development Agreement (R-4-DA), pursuant to the Unified Development Code of the City of Star.

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

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

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

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

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-4-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-4-DA) land use classification.

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

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

DATED this 16th day of April, 2024.

CITY OF STAR
Ada and Canyon County, Idaho

BY: 
Trevor A. Chadwick, Mayor

ATTEST:


Jacob M. Qualls, City Clerk

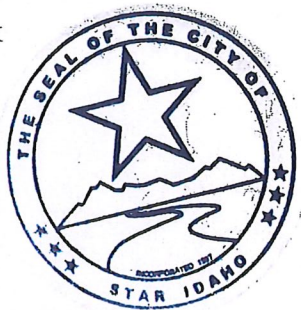
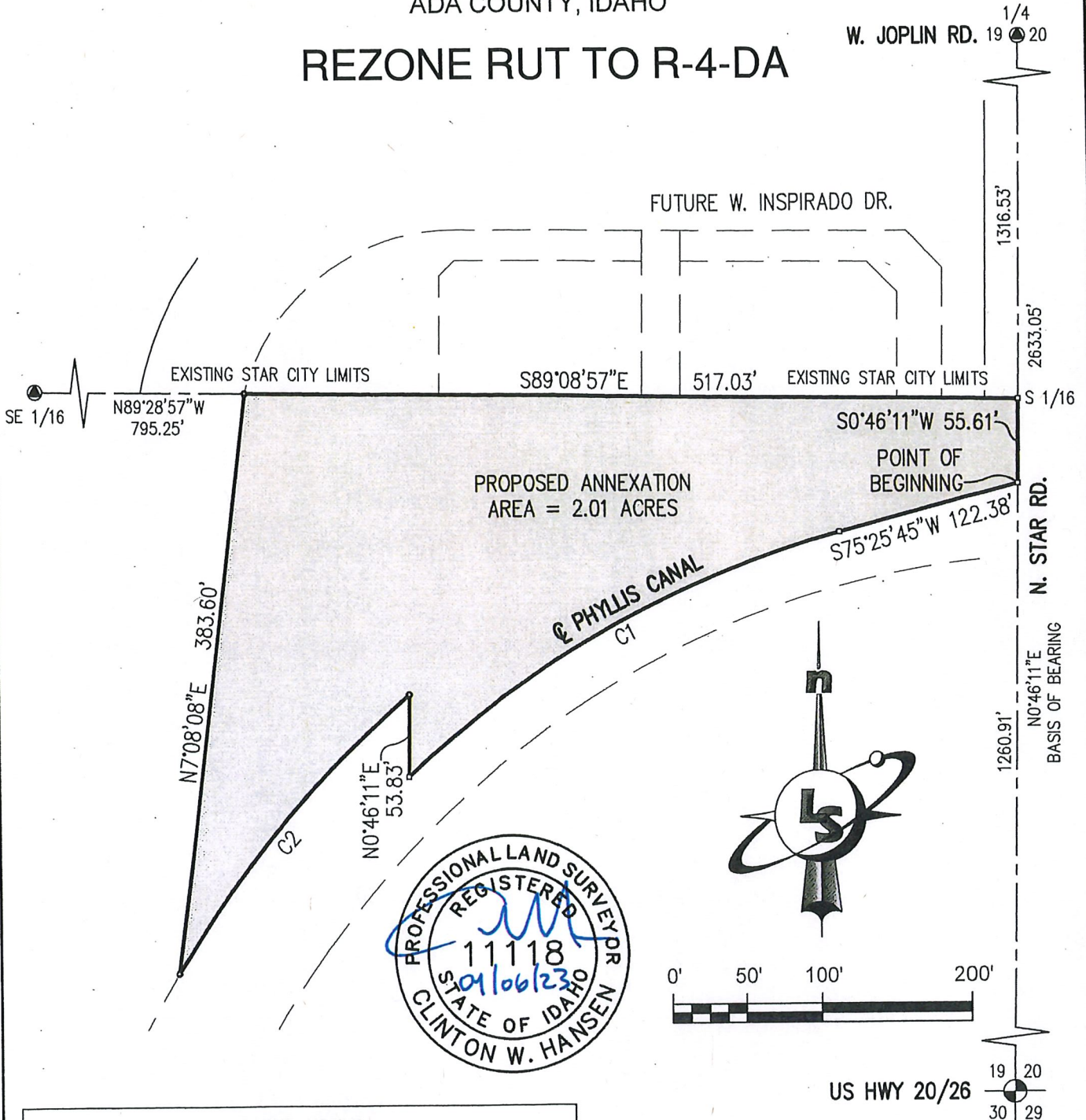


EXHIBIT A

CITY OF STAR ANNEXATION STARPOINTE SUBDIVISION NO. 2

LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 19, T. 4 N., R. 1 W., B.M.,
ADA COUNTY, IDAHO

REZONE RUT TO R-4-DA



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	334.10'	681.97'	28°04'12"	S61°18'07"W	330.78'
C2	240.49'	721.97'	19°05'04"	S40°40'29"W	239.37'

LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

Legal Description
City of Star Annexation – Starpointe Subdivision No. 2
Rezone RUT to R-4-DA

A parcel being located in the SE ¼ of the SE ¼ of Section 19, Township 4 North, Range 1 West, B.M., Ada County, Idaho, and more particularly described as follows:

Commencing at a Brass Cap monument marking the southeast corner of said Section 19, from which a 5/8" diameter iron pin marking the northeast corner of said SE ¼ bears N 0°46'11" E a distance of 2633.05 feet;

Thence along the easterly boundary of said SE ¼ N 0°46'11" E a distance of 1260.91 feet to a point on the centerline of the Phyllis Canal, the **POINT OF BEGINNING**;

Thence along said centerline the following courses and distances:

Thence S 75°25'45" W a distance of 122.38 feet to a point of curvature;

Thence a distance of 334.10 feet along the arc of a 681.97 foot radius curve left, said curve having a central angle of 28°04'12" and a long chord bearing S 61°18'07" W a distance of 330.78 feet to a point;

Thence leaving said centerline N 0°46'11" E a distance of 53.83 feet to a point on a curve;

Thence a distance of 240.49 feet along the arc of a 721.97 foot radius non-tangent curve left, said curve having a central angle of 19°05'04" and a long chord bearing S 40°40'29" W a distance of 239.37 feet to a point;

Thence N 7°08'08" E a distance of 383.60 feet to a point on the northerly boundary of the SE ¼ of the SE ¼ of said Section 19;

Thence along said northerly boundary S 89°08'57" E a distance of 517.03 feet to the northeast corner of said SE ¼ of the SE ¼;

Thence along the easterly boundary of said SE ¼ of the SE ¼ S 0°46'11" W a distance of 55.61 feet to the **POINT OF BEGINNING**.

This parcel contains 2.01 acres and is subject to any easements existing or in use.

Clinton W. Hansen, PLS
Land Solutions, PC
April 6, 2023



**DEVELOPMENT AGREEMENT
STARPOINTE 2 ANNEXATION**

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

WHEREAS, Owner owns a parcel of land of approximately 2.01 acres in size, currently located within Ada County, zoned RUT, and more particularly described in **Exhibit A** of Ordinance 402-2024, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be annexed into 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 zoned and developed in accordance with this Agreement;

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

WHEREAS, Owner filed with the City of Star, for annexation and zoning of properties to R-4-DA, as File No. AZ-23-03/DA-21-09MOD/PP-23-02/PR23-02/PP21-10 Amended, so that the City can review all the applications affecting the use and development of the Property in an integrated manner consistent with the City's Comprehensive Plan and land use ordinances, which applications were approved;

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

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

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

Section 2. Development/Uses/Standards.

1. **Development Acreage and Uses Permitted.** As to the Property described on **Exhibit A**, Owner is allowed to develop the 2.01 acres currently being annexed, along with a portion of the 1.66 acres of the existing Starpointe Subdivision, described on **Exhibit B**, as follows:

- **Zoning Classification:** The zoning classification of the Property described on **Exhibit B** shall be R-4-DA.
 - The Owner shall comply with all city ordinances relating to the Property except as otherwise provided herein.
2. **Site Design.** The Property shall be developed in substantial conformance with the approved preliminary plat, approval date 2/20/24, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.
3. **Uses.** The Property is hereby approved for single family residential.
4. **Setbacks.** The development shall comply with the setbacks as approved by Council on 2/20/24 as follows:

Starpointe 2 Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	10'	20' Garage 10' Living Area	Zero-Lot Lines; Minimum 15' Between Buildings	5'

5. **Additional Requirements:**

- The applicant shall provide a public easement along the canal, if accepted by the Irrigation District;
- The development is approved to include paved, private streets measuring 28 feet from back of curb to back of curb. Sidewalks are approved for 5 feet wide attached throughout the development;

- No parking signs (fire lane) signs shall be placed on the private streets and shall be included as part of the CC&R's;
- Trees located on the corners shall be of a variety that will accommodate large vehicles, including fire equipment and trash trucks;
- Setbacks are approved for zero-lot-lines for the attached single-family dwelling lots, front yard setbacks to 10' for living area and 5' street side setbacks for internal lots within the development;
- The applicant shall work with staff on the reconfiguration of the private street providing access to Lots 11 & 12. This shall be completed at the time of submittal of the final plat.

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 \$10,000.00 (\$1,000 x 10 new lots) traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 per residential unit within each phase prior to issuance of building permits plat for the development. **As part of the platting for Starpointe Subdivision, the developer has already paid for 2 of the approved 12 lots within Starpointe 2 Subdivision, therefore, only 10 new lots will be assessed for Proportionate Shares as part of this agreement.** The City will allocate the funds to roadway improvements in the vicinity of the project. The Developer shall pay this amount 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.

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

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 to its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease unless such uses were consistent with this Agreement when commenced. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation the event there is a default in the terms and/or conditions of this Agreement.

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

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

Section 7. General Matters.

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

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

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

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

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

Owner: GHW Holdings, LLC
Graye H. Wolfe Sr., Manager
1409 N. Main Street
Meridian, ID 83642

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 16th day April, 2024.



Trevor A. Chadwick, Mayor

ATTEST.



Jacob M. Qualls, City Clerk



