

ORDINANCE NO. 423-2025  
(RIVER CROSSING REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 10122 W. STATE STREET, STAR, IDAHO (ADA COUNTY PARCELS S0408438855 & S0408438900); THE PROPERTY IS OWNED BY FALCON ONE STAR, LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) OF APPROXIMATELY 6.27 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. 404-2024, adopted on June 18, 2024 and subsequently amended; and

WHEREAS the owner(s) of the real property situated Ada County and particularly described in Section 1 of this Ordinance have requested, in writing, a rezone of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on June 3, 2025 on the proposed rezone of the property described in Section 1 below, as required by Section 67-6525, Idaho Code, and determined that the requested rezone should be granted and that the rezoned property should be zoned Central Business District with a Development Agreement (CBD-DA), pursuant to the Unified Development Code and Comprehensive Plan for 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 real property, described in the attached “Exhibit A”, including adjacent right of way, situated in Ada County, Idaho, is hereby rezoned. From and after the effective date of this Ordinance, the residents and other occupants and property owners within such area shall continue to 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 2: The zoning land use classification of the land described in Section 1 above, is hereby established as Central Business District with a Development Agreement (CBD-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 1 above in the Central Business District with a Development Agreement (CBD-DA) land use classification.

Section 3: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 4: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code maybe be published.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF STAR  
Ada and Canyon County, Idaho

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

ATTEST:

\_\_\_\_\_  
Shelly Tilton, City Clerk

February 28, 2025  
Project No.: 240412

**STAR RIVER CROSSING**  
**REZONE BOUNDARY DESCRIPTION**

This description has been prepared for rezone purposes only. This description shall not be used for any conveyances

A portion of land located in the SE1/4 of the SW1/4 of the SE1/4 of Section 8, Township 4 North, Range 1 West, Boise Meridian, City of Star, Ada County, Idaho, being more particularly described as follows:

**COMMENCING** at the Southeast Section corner of said Section 8, from which the South 1/4 corner of said Section 8 bears N.89°01'54"W., 2637.84 feet; thence, along the south line of the Southeast 1/4 of said Section 8,

- A) N.89°01'54"W., 1825.28 feet to the **POINT OF BEGINNING**; thence, leaving said south line,
- 1) N.00°58'34"E., 678.55 feet to the south line of the Rockbridge Subdivision Ph 1; thence along said south subdivision line,
  - 2) S.88°57'57"E., 473.37 feet to the northeast corner of said parcel; thence, leaving said south subdivision line,
  - 3) S.00°56'30"W., 448.00 feet; thence,
  - 4) N.89°01'54"W., 208.70 feet; thence,
  - 5) S.00°56'30"W., 230.00 feet to the south line of the Southeast 1/4 of said Section 8; thence along said south line,
  - 6) N.89°01'54"W., 265.08 feet to the **POINT OF BEGINNING**.

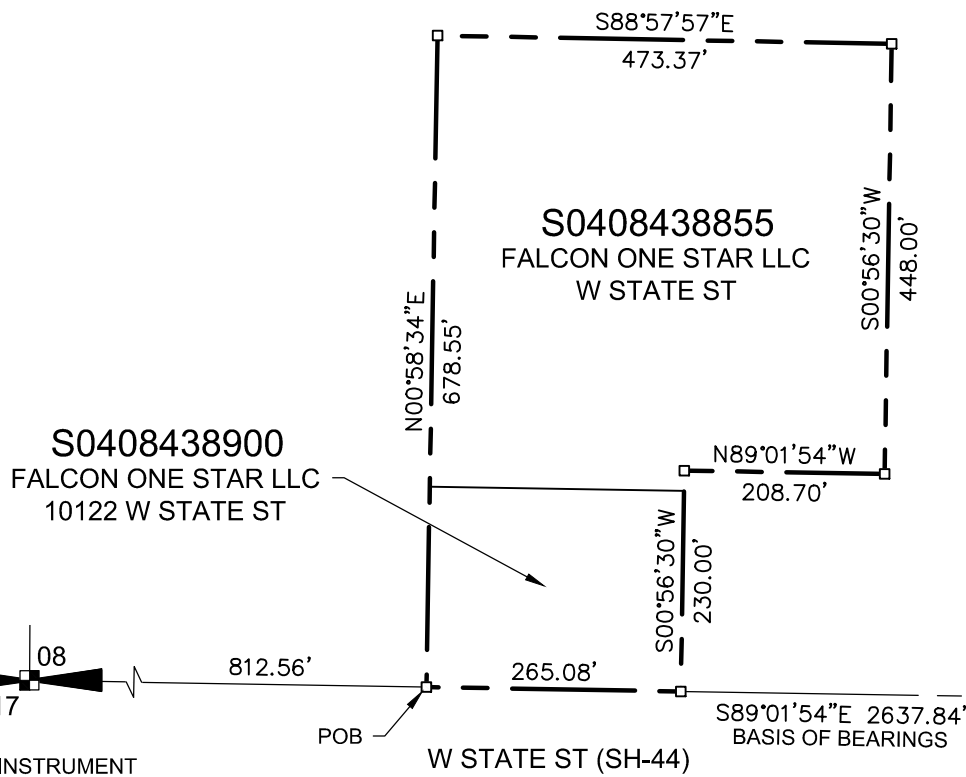
**CONTAINING:** 273,212 Sq. Ft. (6.272 total acres), more or less.

This description has been prepared for rezone purposes only. This description shall not be used for any conveyances



# EXHIBIT SKETCH

LOCATED IN THE SE1/4 OF THE SW1/4 OF THE SE1/4 OF SECTION 8,  
TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO  
2025



CP&F INSTRUMENT  
NO. 113030926

CP&F INSTRUMENT  
NO. 113101327



240412-V-ReZone.dwg

2/28/25

240412



1144 S. SILVERSTONE WAY, STE. 320  
MERIDIAN, IDAHO 83642  
208-323-2288 | WWW.ARDURRA.COM

## **DEVELOPMENT AGREEMENT RIVER CROSSING REZONE**

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 Falcon One Star, LLC, hereinafter referred to as "Owner".

WHEREAS, Owner own parcels of land of approximately 6.27 acres in size, currently located within Ada County, zoned Mixed Use (MU) and Commercial (C-2) and more particularly described in **Exhibit A** of Ordinance 423-2025, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owner has requested that the Properties be rezoned 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 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 designations for various parcels within the Property to be rezoned in accordance with this Agreement;

WHEREAS, Owner filed with the City of Star, a Request for Rezone of the Properties and Zoning of Central Business District with a Development Agreement (CBD-DA), as File No. RZ-25-02/DA-25-01, 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;

WHEREAS, the intent of this Agreement is to protect the rights of Owner'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 and Owner, for and in consideration of the mutual covenants, duties and obligations herein set forth, hereby agree as follows:

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

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

**2.1      Development Acreage and Uses Permitted.** As to the Parcels shown on **Exhibit A**, Owner is allowed to develop the 6.27 acres as follows:

- Zoning Classification: The zoning classifications shall be Central Business District with a Development Agreement (CBD-DA).
- The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.

**2.2      Site Design.** Site Plan and Renderings, as set forth in **Exhibit B**, is hereby approved.

**2.3      Uses.** The property is hereby approved with the following conditions of approval from the City Council:

- The Council approves the proposed conceptual plan and allows the phasing of the collector roadway.
- The applicant shall participate in proportionate share fees for the future signal light at Seneca Springs and W. State Street with a \$3.46 per total square foot of all future structures within the development. These fees shall be paid to the City prior to issuance of building permits for each individual building.
- Applicant shall adequately buffer the neighboring residential use to the west. This shall be reviewed as part of the future Certificate of Zoning Compliance and Design Review process for all uses on the western side of the property.
- Applicant shall provide a greenscape buffer along the northern side of the property, to include arborvitae or similar evergreen landscaping. This shall be reviewed as part of the future Certificate of Zoning Compliance and Design Review process for all uses on the northern side of the property.
- The following Conditional Uses are approved as part of this application. These uses are subject to Certificate of Zoning Compliance and Design Review approval. The uses include:
  - Fitness Center/Facility – Only north of collector roadway
  - Shooting Range – Only south of collector roadway
  - Live/Work – Only south of collector roadway
  - Drive-Thru's – Only south of collector roadway
- Any Portable classrooms shall require a CUP approval from Council.
- Council recommends that the applicant reach out to the Rockbridge HOA to negotiate potential acquisition of landscape strip adjacent to Seneca Springs.
- The applicant shall meet all requirements of the Star Fire District regarding emergency access and turn-around within the development.

- Any future residential (live/work) shall be subject to emergency services mitigation fees charged at the time of building permit.

**2.4 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 for any future residential units (if Live/Work is approved). The Developer shall pay a \$1,000.00 per residential unit traffic mitigation fee as determined by the Idaho Transportation Department. 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.

**2.5 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.

**2.6 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 Owner 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 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:	Falcon One Star, LLC Shane Jimenez, Manager P.O. Box 2105 Boise, ID 83701

**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 \_\_\_\_\_, 2025.

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

ATTEST:

\_\_\_\_\_  
Shelly Tilton, City Clerk

OWNER:

Falcon One Star, LLC  
Shane Jimenez, Manager

STATE OF \_\_\_\_\_)  
 \_\_\_\_\_) ss.  
 County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me the undersigned, a Notary Public in and for said state, personally appeared Shane Jimenez, known to me to be the Manager of Falcon One Star, LLC, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

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

Notary Public for State of California  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

