

ORDINANCE NO. 361-2022
(UNION STREET/W. STATE STREET REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, OWNED BY AMIR SEYEDBAGHERI, LOCATED SPECIFICALLY AT THE NORTHWEST CORNER OF N. UNION STREET AND W. STATE STREET, IN STAR, IDAHO, (ADA COUNTY PARCELS #R8108000528 & R8108000526); REZONING THE PROPERTY FROM COMMERCIAL (C-1) TO CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA); THE PROPERTY IS APPROXIMATELY .48 ACRES; AMENDING THE ZONING MAP OF THE CITY OF STAR TO REFLECT SUCH CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Star, Ada and Canyon 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 Commercial District (C-1) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to Central Business District with a Development Agreement (CBD-DA); and

WHEREAS, the Mayor and Council, held a public hearing on February 1, 2021, and determined that the requested change in zoning classification should be granted, and that the property should be rezoned Central Business District with a Development Agreement (CBD-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 zoning classification for the real property, situated in the City of Star, Ada County, Idaho, described in attachment “Exhibit A”, is hereby changed from Commercial (C-1) to Central Business District with a Development Agreement (CBD-DA) as provided by the Unified Development Code Ordinance of the City.

Section 2: The Zoning Map of the City is hereby amended to include the real property described in Section 1 above as 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 _____, 2022.

CITY OF STAR
Ada and Canyon County, Idaho

BY: _____
Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

**DEVELOPMENT AGREEMENT
UNION STREET/STATE STREET 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 Amir Seyedbagheri, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately .48 acres in size, currently located within Ada County, zoned Commercial and more particularly described in **Exhibit A** of Ordinance 361, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner has requested that the Property 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 Property and Zoning of CBD-DA, as File No. RZ-21-07/DA-21-25, 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 Parcel shown on **Exhibit A**, Owner is allowed to develop .48 acres as follows:

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

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

2.3 Uses. The development is hereby approved for uses allowed within the Central Business District zone.

2.4 Setbacks. Setbacks of the CBD zone shall apply/

2.5 Additional Requirements:

- Provide future cross-access to the west in the form of an easement
- Coordinate with ITD on location of sidewalk on State Street
- Council approves a 4-parking space reduction as allowed in the CBD

2.6 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.

2.7 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, Idaho 83669

Owner: Amir Seyedbagheri
428 McGurris Street
McCall, ID 83638

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 _____, 2022.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Amir Seyedbagheri

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared Amir Seyedbagheri, known or identified to me to be the person 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 State of _____
Residing at: _____
My Commission Expires: _____

EXHIBIT B

SITE DATA

ADDRESS:
NORTHWEST CORNER OF STATE AND UNION
STAR, IDAHO 83669

APN:
R8108000528, R8108000526

JURISDICTION:
CITY OF STAR

ZONE:
C-1

LOT AREA: 10,585 S.F. (.243 ACRES)
10,541 S.F. (.242 ACRES)
TOTAL: 21,126 S.F. (.485 ACRES)

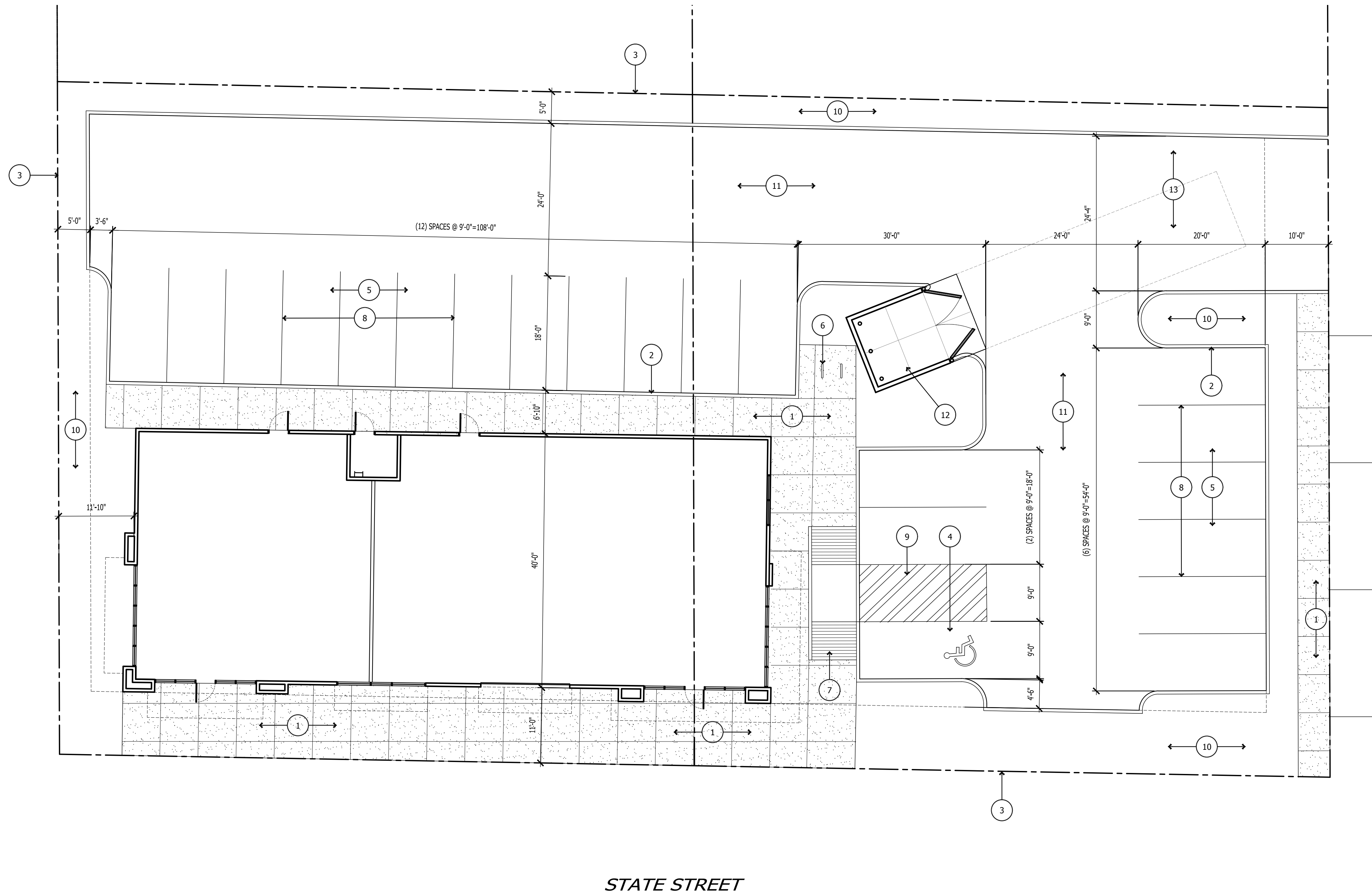
BUILDING SIZE: 4,000 S.F.

PARKING PROVIDED:
STANDARD SPACES: 20
HANDICAP SPACES: 1
ON STREET: 3
TOTAL SPACES: 24

BICYCLE PARKING:
(2)- 2 SPACES RACK

KEY NOTES

1. CONCRETE DECK/WALK SLAB OVER COMPACTED SAND AND GRAVEL BASE WITH CONTROL JOINTS AT 6'-0" O.C. AND EXPANSION JOINTS AT 20'-0" O.C. MAX. WITH LIGHT BROOM FINISH, SLOPE FOR POSITIVE DRAIN AWAY FROM BUILDING.
2. CONCRETE CURB.
3. PROPERTY LINE.
4. TYPICAL HANDICAP SPACE W/ SYMBOL, RAMP AND SIGN.
5. TYPICAL STANDARD PARKING SPACE. (9'-0" x 20'-0")
6. BICYCLE RACK
7. PEDESTRIAN RAMP, 1:12 SLOPE W/ SCORING AT 6" O.C.
8. TYPICAL PARKING STRIPPING WITH (2) COATS 4" WIDE REFLECTIVE TRAFFIC WHITE PAINT.
9. HANDICAP ACCESS LANE WITH 4" WIDE DIAGONAL PAINTED STRIPPING AT 24" O.C.
10. LANDSCAPING. SEE LANDSCAPING PLANS
11. ASPHALT PAVING. SEE CIVIL.
12. TRASH ENCLOSURE TO REMAIN.
13. PROPOSED DRIVE AISLE.



SITE PLAN

SCALE: 1"=20'-0"

