ORDINANCE NO. 412-2024 (UHAUL ANNEXATION)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 7020 & 7190 W. CHINDEN BLVD (HWY 20/26), IN STAR, IDAHO (ADA COUNTY PARCELS S0420438501, S0420438600, S0420438613, S0420438701) AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTY IS OWNED BY AMERCO REAL ESTATE COMPANY; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS GENERAL COMMERCIAL WITH A DEVELOPMENT AGREEMENT (C-2-DA) OF APPROXIMATELY 14.47 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 to annex 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. 404-2024, adopted on June 18, 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 of said real property to the City of Star; and

WHEREAS, the Mayor and Council, held a public hearing on August 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 General Commercial with a Development Agreement (C-2-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:

<u>Section 1:</u> 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.

<u>Section 2:</u> The 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.

<u>Section 3:</u> The zoning land use classification of the land described in Section 2 above, is hereby established as General Commercial with a Development Agreement (C-2-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 General Commercial with a Development Agreement (C-2-DA) land use classification.

<u>Section 4:</u> 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.

<u>Section 5:</u> 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 _____, 2024.

CITY OF STAR Ada and Canyon County, Idaho

ATTEST:

BY: _____

Trevor A. Chadwick, Mayor

Jacob M. Qualls, City Clerk

EXHIBIT A



LEGAL DESCRIPTION

Thursday, February 1, 2024 Project No.: 22-268

PARCEL A - CONSOLIDATED LOT

7020 WEST CHINDEN BOULEVARD

A CONSOLIDATION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, BOISE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20 (CP&F 2017072462) AND RUNNING SOUTH 89°14'59" EAST 19.83 FEET ALONG THE SECTION LINE AND NORTH 0°36'26" EAST 100.00 FEET TO THE TRUE POINT OF BEGINNING; AND RUNNING

THENCE NORTH 0°36'26" EAST 976.77 FEET;

THENCE SOUTH 89°17'42" EAST 640.24 FEET;

THENCE NORTH $0^{\circ}35^{\prime}25^{\prime\prime}$ EAST 248.00 FEET TO A POINT ON THE SIXTEENTH SECTION LINE;

THENCE SOUTH 89°17'42" EAST 3.90 FEET ALONG SAID SIXTEENTH SECTION LINE TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20;

THENCE SOUTH 0°35'25" WEST 1225.28 FEET ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 20 TO THE NORTHERLY RIGHT-OF-WAY LINE OF CHINDEN BOULEVARD;

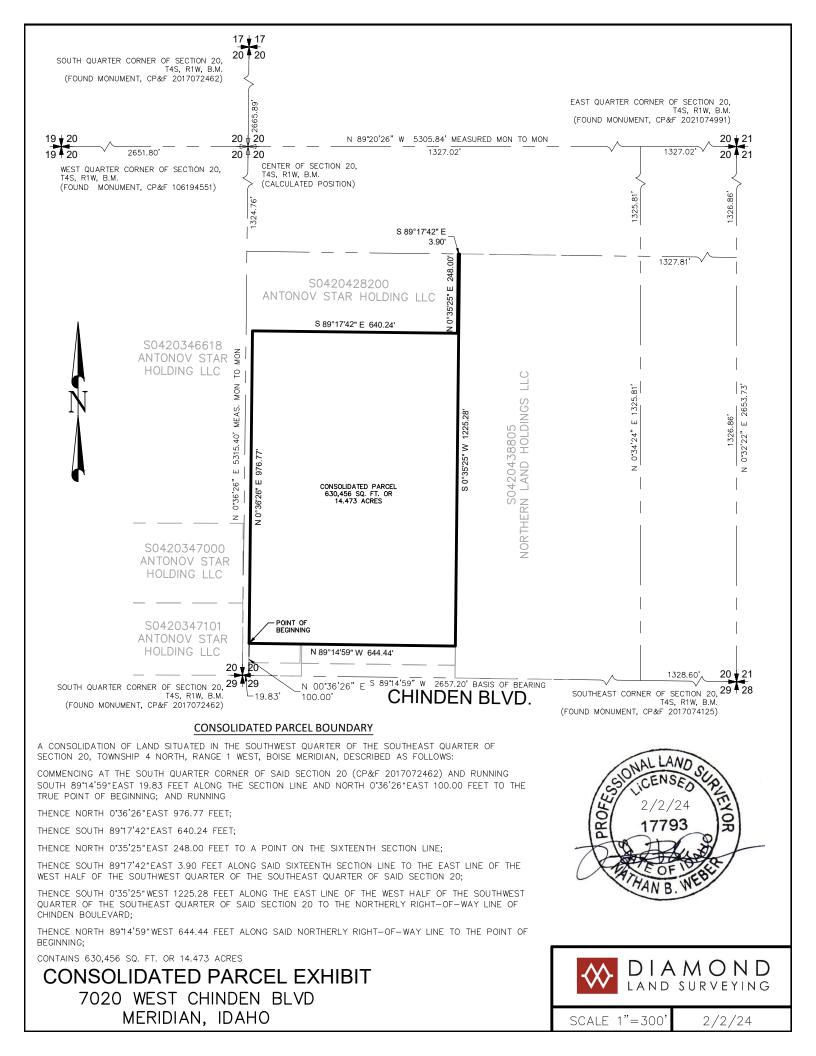
THENCE NORTH 89°14'59" WEST 644.44 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING;

CONTAINS 630,456 SQ. FT. OR 14.473 ACRES

Prepared By: Nathan B Weber, PLS

Diamond Land Surveying | www.diamondlandsurveying.com

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DEVELOPMENT AGREEMENT UHAUL 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 Amerco Real Estate Company, hereinafter referred to as "Owner".

WHEREAS, Owner own parcels of land of approximately 14.47 acres in size, currently located within Ada County, zoned RUT and more particularly described in **Exhibit A** of Ordinance 412-2024, which is attached hereto and incorporated by reference herein (the "Properties");

WHEREAS, Owner have requested that the Properties 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 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 Annexation and Zoning of the Properties to <u>C-2-DA</u>, as File No. <u>AZ-24-05/DA-24-05/CU-24-03</u>, 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. <u>Legal Authority</u>. 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. <u>Development/Uses/Standards</u>.

- 2.1 <u>Development Acreage and Uses Permitted</u>. As to the Parcels shown on Exhibit A, Owner is allowed to develop the <u>14.47</u> acres as follows:
 - Zoning Classification: The zoning classifications shall be C-2-DA.
 - The Owner shall comply with all city ordinances relating to the property except as otherwise provided herein.
- 2.2 <u>Site Design</u>. The Site Plan, as set forth in **Exhibit B**, is hereby approved.
- **2.3** <u>Uses.</u> The development is hereby approved for a self-storage, warehouse storage and regional maintenance operation facility for UHAUL. Building elevations consistent with the **Exhibit C** shall be constructed as part of this development.
- 2.4 Additional Requirements/Considerations:
 - The property associated with this approved application, in addition to • the property of all future phases shall be properly maintained at all times, including 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. This shall also include, but is not limited to any trash, junk or disabled vehicles during any portion of the development process. The site shall be properly mitigated from fugitive dust at all times, including during construction, as determined by the Zoning Administrator. Failure to comply with any of the above is a direct violation of this Development Agreement and may result in a stop work order being issued until the violations are remedied, and/or revocation of the conditional use permit approval.

2.5 <u>Changes and Modifications</u>. 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 <u>Conditions, Bonding for Completion</u>. 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. <u>Affidavit of Property Owner</u>. 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. <u>Unenforceable Provisions</u>. 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. <u>Assignment and Transfer</u>. 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 <u>Amendments</u>. 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 <u>Choice of Law</u>. 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 <u>Notices</u>. 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:	Amerco Real Estate Company
	2727 N. Central Ave
	Phoenix, AZ 85004

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 <u>Attornev Fees</u>. 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 _____, 2024.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Amerco Real Estate Company

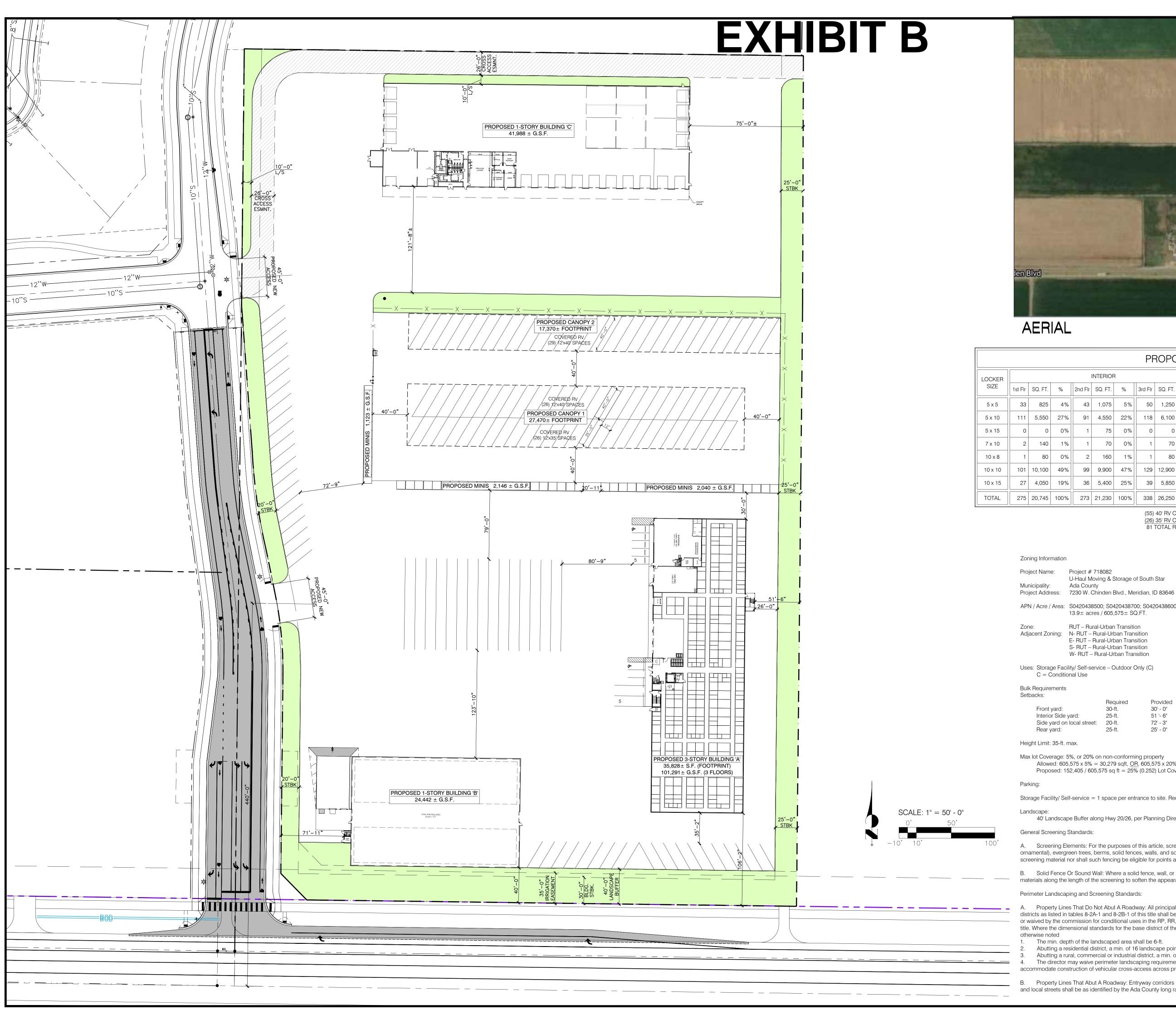
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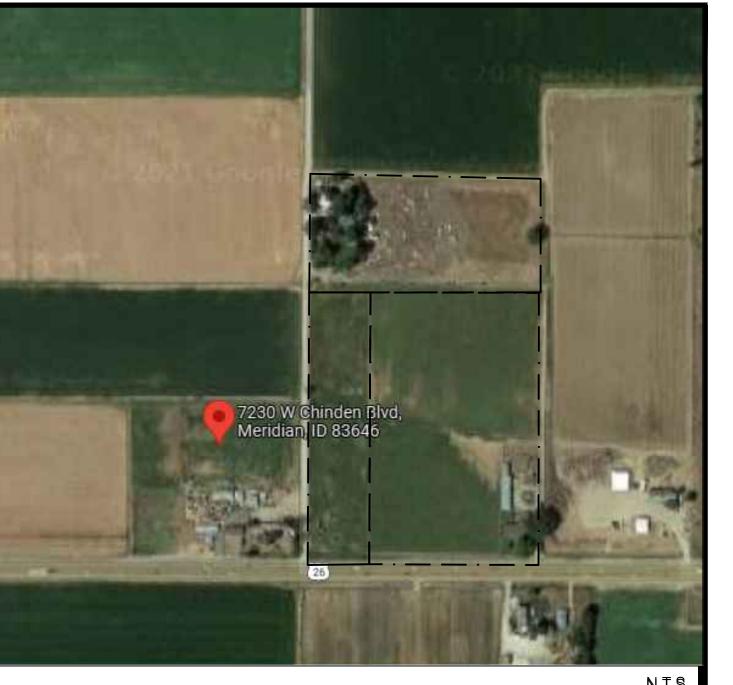
STATE OF _____)) ss. County of _____)

On this _____ day of ______, 2024, before me the undersigned, a Notary Public in and for said state, personally appeared ______, known to me to be the Owner, who subscribed their names to the foregoing instrument, and acknowledged to me that they executed the same in said limited liability company's 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 _____ Residing at: _____ My Commission Expires: _____





N.T.S.

TOTAL U-BOXES = 1,122 (374 x 3-HIGH)

	PROPOSED MIX														
INTERIOR						TOTAL			EXTERIOR MINIS			GRAND TOTAL			
%	2nd Flr	SQ. FT.	%	3rd Flr	SQ. FT.	%	QTY	SQ. FT.	%	QTY	SQ. FT.	%	QTY	SQ. FT.	%
4%	43	1,075	5%	50	1,250	5%	126	3,150	5%	0	0	0%	126	3,150	4%
7%	91	4,550	22%	118	6,100	23%	320	16,000	24%	0	0	0%	320	16,000	22%
0%	1	75	0%	0	0	0%	1	75	0%	0	0	0%	1	75	0%
1%	1	70	0%	1	70	0%	4	280	0%	0	0	0%	4	280	0%
0%	2	160	1%	1	80	1%	4	320	0%	0	0	0%	4	320	1%
9%	99	9,900	47%	129	12,900	49%	329	32,900	48%	52	5,200	100%	381	38,100	52%
9%	36	5,400	25%	39	5,850	22%	102	15,300	23%	0	0	0%	102	15,300	21%
0%	273	21,230	100%	338	26,250	100%	886	68,025	100%	52	5,200	100%	938	73,225	100%
(55) 40' RV CANOPY SPACES U-BOX AREA = $23,902 \pm $ S.F.															

(55) 40' RV CANOPY SPACES (26) 35' RV CANOPY SPACES 81 TOTAL RV CANOPY SPACES

U-Haul Moving & Storage of South Star

APN / Acre / Area: S0420438500; S0420438700; S0420438600; S0420438610 / 13.9± acres / 605,575± SQ.FT.

RUT – Rural-Urban Transition Adjacent Zoning: N- RUT – Rural-Urban Transition E- RUT – Rural-Urban Transition S- RUT – Rural-Urban Transition W- RUT – Rural-Urban Transition

	Required	Provided
	30-ft.	30' - 0"
e yard:	25-ft.	51 '- 6"
n local street:	20-ft.	72' - 3"
	25-ft.	25' - 0"

Max lot Coverage: 5%, or 20% on non-conforming property

Allowed: 605,575 x 5% = 30,279 sqft, <u>OR</u>, 605,575 x 20% = 121,115 sq ft Proposed: 152,405 / 605,575 sq ft = $2\overline{5\%}$ (0.252) Lot Coverage (Request Variance)

Storage Facility/ Self-service = 1 space per entrance to site. Required: 3; Provided: 10 sp

40' Landscape Buffer along Hwy 20/26, per Planning Director

A. Screening Elements: For the purposes of this article, screening elements shall include, but not be limited to: deciduous trees (shade and ornamental), evergreen trees, berms, solid fences, walls, and sound walls. Cyclone or chainlink fencing (with or without slats) shall not be deemed a screening material nor shall such fencing be eligible for points as set forth in table 8-4F-3 of this article.

B. Solid Fence Or Sound Wall: Where a solid fence, wall, or sound wall is used for screening, the landscape plan shall incorporate vegetative materials along the length of the screening to soften the appearance of such features.

Perimeter Landscaping and Screening Standards:

A. Property Lines That Do Not Abut A Roadway: All principally permitted and accessory uses in the RP, RR, RUT, R1, R2, R4, R6 and R8 base districts as listed in tables 8-2A-1 and 8-2B-1 of this title shall be exempt from the regulations of this article. Requirements of this article may be modified or waived by the commission for conditional uses in the RP, RR, RUT, R1, R2, R4, R6 and R8 base districts as listed in tables 8-2A-1 and 8-2B-1 of this title. Where the dimensional standards for the base district of the subject property require a setback of 10-ft. or more, the following shall apply, unless

The min. depth of the landscaped area shall be 6-ft. Abutting a residential district, a min. of 16 landscape points shall be required per 10 linear ft. Abutting a rural, commercial or industrial district, a min. of 8 landscape points shall be required per 10 linear ft. The director may waive perimeter landscaping requirements along portions of property lines not abutting a roadway where needed to accommodate construction of vehicular cross-access across property lines and where cross-access easements to adjacent properties are provided.

Property Lines That Abut A Roadway: Entryway corridors shall be as identified in the applicable comprehensive plan. Interstate, arterial, collector, and local streets shall be as identified by the Ada County long range highway and street map functional street classification system.

	SHEET NOTES:
	REVISIONS:
	No. Date INITIALS NOTES Address NO. Date INITIALS NOTES Address Address MINOR REVISIONS 11/22/22 EMA MINOR REVISIONS Address 2 11/30/22 EMA MINOR REVISIONS 2 11/30/22 Address 3 12/02/22 EMA BASIC ELEVATIONS 2 11/30/22 Address 7 12/06/22 EMA MAKE DOUBLE PITCH ROOF ON STRG BLDG A 2 Address 7 12/07/22 EMA REV. ROOF SLOPE NORTH TO SOUTH 2 ADDED SHOP BUILDING 7 01/23/23 EMA ADDED SHOP BUILDING 3 8 01/31/23 EMA SHOP BUILDING BASIC ELEVATIONS 3 3 3
	CONSTRUCTION DEPARTMENT 2727 NORTH CENTRAL AVENUE PHOENIX, ARIZONA 85004 P: (602) 263–6502
22 AMERCO REAL ESTATE COMPANY	SITE ADDRESS: U-Haul of South Star 7230 W. Chinden Blvd. Meridian, ID 83646 SHEET CONTENTS: Site Plan
22 AMERCO R	718082 DRAWN: EMA CHECKED: NH DATE: 11/19/00

11/18/22

718082 A1K

SHEET NOTES:





2727 N. CENTRAL AVENUE PHOENIX, ARIZONA 85004 P: 602.263.6841



(718082)

Southeast Elevation Composite Rendering

SHEET 03





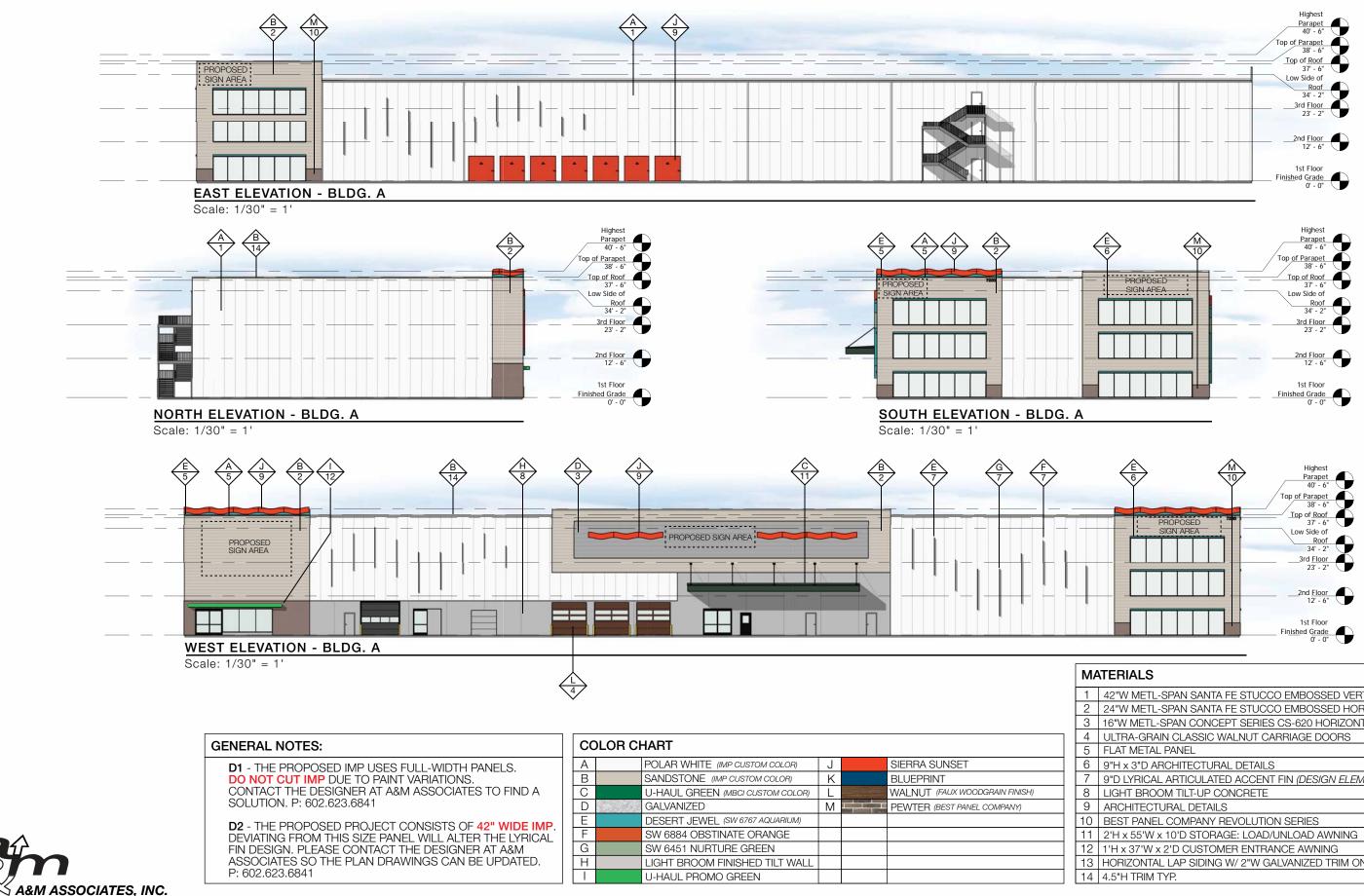
2727 N. CENTRAL AVENUE PHOENIX, ARIZONA 85004 P: 602.263.6841



(718082)

Southwest Elevation Composite Rendering

SHEET 04



2727 N. CENTRAL AVENUE PHOENIX, ARIZONA 85004 P: 602.263.6841



	42"W METL-SPAN SANTA FE STUCCO EMBOSSED VERTICAL IMP
	24"W METL-SPAN SANTA FE STUCCO EMBOSSED HORIZONTAL IMP
	16"W METL-SPAN CONCEPT SERIES CS-620 HORIZONTAL PANELS
	ULTRA-GRAIN CLASSIC WALNUT CARRIAGE DOORS
	FLAT METAL PANEL
	9"H x 3"D ARCHITECTURAL DETAILS
	9"D LYRICAL ARTICULATED ACCENT FIN (DESIGN ELEMENT)
	LIGHT BROOM TILT-UP CONCRETE
	ARCHITECTURAL DETAILS
)	BEST PANEL COMPANY REVOLUTION SERIES
	2'H x 55'W x 10'D STORAGE: LOAD/UNLOAD AWNING
2	1'H x 37'W x 2'D CUSTOMER ENTRANCE AWNING
3	HORIZONTAL LAP SIDING W/ 2"W GALVANIZED TRIM ON SIDES
ł	4.5"H TRIM TYP.

Colors and Materials

of South Star Meridian, ID (718082)

SHEET 05