

ORDINANCE NO. 385-2023
(HOOD RATS REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 11525 W. STATE STREET IN STAR, IDAHO (ADA COUNTY PARCEL R1842701715); THE PROPERTY IS OWNED BY NEWELL AND ELIZABETH PRICE; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) ON APPROXIMATELY .19 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. 370-2022, adopted on July 19, 2022 and subsequently amended; and

WHEREAS, the real property described in Section 2 of this Ordinance is classified as a General Business District (C-1) under the Unified Development Code of the City, and the owners have requested that the zoning classification be changed to a Central Business District with a Development Agreement (CBD-DA); and

WHEREAS, the Mayor and Council, held a public hearing on May 2, 2023, 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 within the boundaries of the City, that the owner(s) of said property have requested, in writing, rezone of said property by the City, and that the requirements of Section 67-6511, Idaho Code, and the Star Unified Development Code for rezone of said property, have been satisfied.

Section 2: The real property, described in the attached “Exhibit A” (the “Property”), is hereby rezoned as Central Business District with a Development Agreement (CBD-DA), and the Zoning Map of the City is hereby amended to reflect the change in the 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 Assessor of Ada County, Idaho, with regard to the preparation and filing of a map and legal description of the real property rezoned 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 _____, 2023.

CITY OF STAR
Ada and Canyon County, Idaho

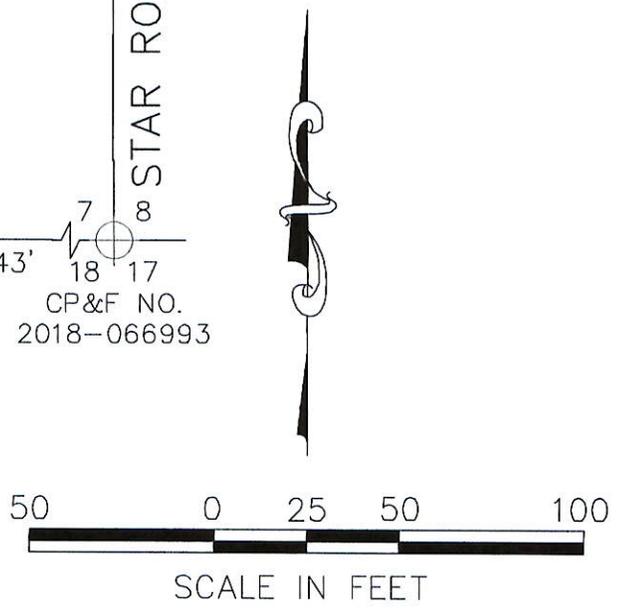
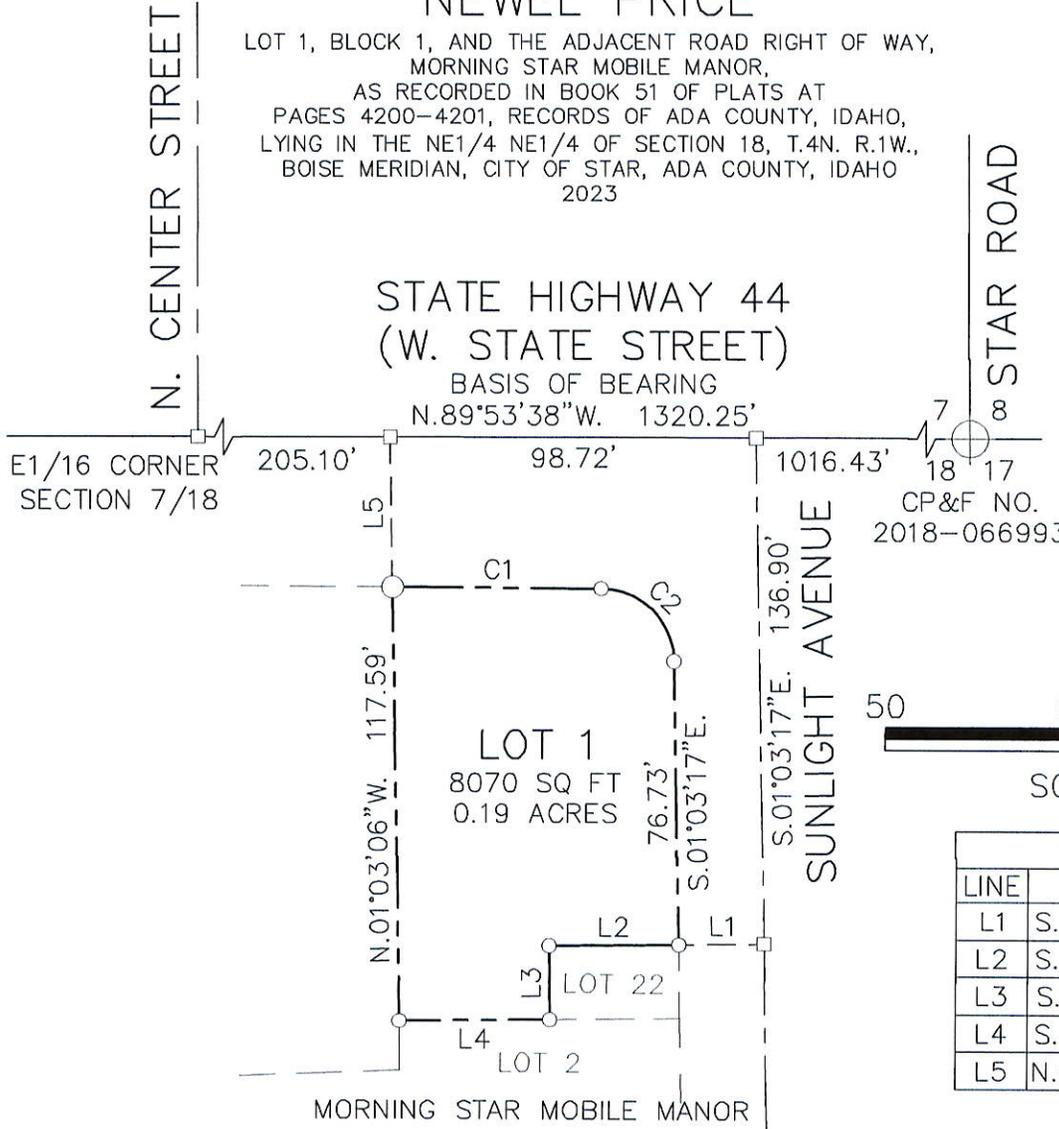
ATTEST:

Jacob M. Qualls, City Clerk

BY: _____
Trevor A. Chadwick, Mayor

ANNEXATION EXHIBIT FOR NEWEL PRICE

LOT 1, BLOCK 1, AND THE ADJACENT ROAD RIGHT OF WAY,
MORNING STAR MOBILE MANOR,
AS RECORDED IN BOOK 51 OF PLATS AT
PAGES 4200-4201, RECORDS OF ADA COUNTY, IDAHO,
LYING IN THE NE1/4 NE1/4 OF SECTION 18, T.4N. R.1W.,
BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO
2023

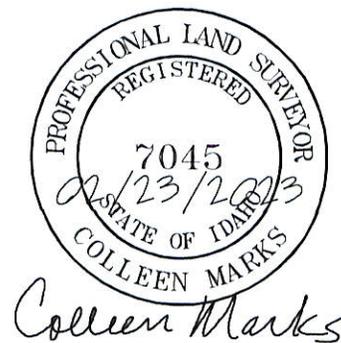


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.89°20'11"W.	23.00'
L2	S.89°20'11"W.	35.00'
L3	S.01°03'19"E.	20.00'
L4	S.89°20'11"W.	40.71'
L5	N.01°03'06"W.	40.64'

CURVE DATA						
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C1	0°02'15"	85983.69'	56.21'	28.10'	56.21'	S.89°38'49"E.
C2	88°36'39"	20.00'	30.93'	19.52'	27.94'	S.45°21'36"E.

LEGEND

- — — — — SUBJECT PROPERTY LINE
- — — — — OTHER PROPERTY LINE
- — — — — SECTION LINE
- — — — — CENTERLINE
- ⊕ FOUND ALUMINUM CAP
- FOUND 1/2" IRON PIN
- CALC POINT



MARKS LAND SURVEYING, LLC

COLLEEN MARKS, LS 7045
2995 N. COLE ROAD STE. 240
BOISE, IDAHO 83704
PH: (208) 378-7703

EXHIBIT B
PROPERTY DESCRIPTION

A parcel of land being all of Lot 1, Block 1, and the adjacent road rights of way to centerline of said roads, Morning Star Mobile Manor, as recorded in Book 51 of Plats at Pages 4200-4201, records of Ada County, Idaho and lying in the NE1/4 NE1/4 of Section 18, T.4N., R.1W., Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at the centerline intersection of Star Road and State Highway 44 (W. State Street), which is also the NE Corner of said Section 18, T.4N., R.1W., Boise Meridian, Ada County, Idaho, thence N.89°53'38"W. 1016.43 feet along the said centerline of State Highway 44 (W. State Street) and the north boundary of said Section 18, T.4N., R.1W., Boise Meridian, Ada County, Idaho to a point marking the centerline intersection of said State Highway 44 (W. State Street) and Sunlight Avenue, said point also marking THE REAL POINT OF BEGINNING;

thence along said centerline of Sunlight Avenue, S.01°03'17"E. 136.90 feet to a point;

thence leaving the said centerline of Sunlight Avenue, S.89°20'11"W. 23.00 feet to a point lying along the westerly right of way of said Sunlight Avenue and marking the SE Corner of said Lot 1, Block 1, Morning Star Mobile Manor;

thence along the southerly boundary of said Lot 1, Block 1, Morning Star Mobile Manor the following courses and distances:

S.89°20'11"W. 35.00 feet to a point;

thence S.01°03'19"E. 20.00 feet to a point;

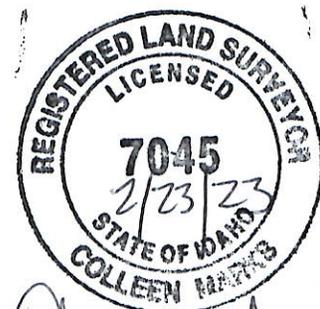
thence S.89°20'11"W. 40.71 feet to a point marking the SW Corner of said Lot 1, Block 1, Morning Star Mobile Manor;

thence along the westerly boundary of said Lot 1, Block 1, Morning Star Mobile Manor, N.01°03'06"W. 117.59 feet to a point marking the NW Corner of said Lot 1, Block 1, Morning Star Mobile Manor;

thence continuing N.01°03'06"W. 40.64 feet to a point lying along the said centerline of State Highway 44 (W. State Street);

thence along the said centerline of State Highway 44 (W. State Street), S.89°53'38"E. 98.72 feet to the point of beginning, containing 0.19 acres, more or less.

SUBJECT TO AND/OR TOGETHER WITH:
Any easements or rights of way of record or in use.



Colleen Marks

DEVELOPMENT AGREEMENT HOOD RATS GARAGE 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 Newell & Elizabeth Price, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately .19 acres in size, currently located within Ada County, zoned CBD, and more particularly described in **Exhibit A** of Ordinance 385-2023, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that the Property be rezoned and be 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, a Request for Rezone of the Property to CBD-DA, Development Agreement and Conditional Use Permit was made as File No. RZ-23-01/DA-23-02/CU-23-03, 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.

2.1 Development Acreage and Uses Permitted. As to the Property described on **Exhibit A**, Owner is allowed to develop the .19 acres as follows:

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

2.2 Site Design. The Property shall be developed in substantial conformance with the approved site plan, dated 1/5/23, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.

2.3 Uses. The Property is hereby approved for a automotive sales and repair facility.

2.4 Setbacks. The development shall comply with the standard setbacks for the R-1 zone as follows:

Central Business District Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	0'	0'	0'	0'

2.5 Additional Requirements:

- Streetlights/Parking Lot lights shall comply with the Star City Code. Design shall follow Code with requirements for light trespass and “Dark Skies” lighting. **Applicant/Owner shall work with staff and submit a streetlight design that meets city standards prior to Building Permit being issued.**
- **A Certificate of Zoning Compliance will be required prior to the start of construction. The applicant shall address building finishes and landscape buffering at that time.**
- **A revised site plan, showing the correct parking dimensions shall be submitted to and approved by City Staff, prior to issuing the building permit.**

- **The Applicant shall provide an updated landscape plan showing the correct number of street trees and landscape materials to Staff for approval prior to issuing a building permit.**

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 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.

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 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: Newell & Elizabeth Price
11421 W Hidden Point Street
Star, Idaho 83669-6001

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 _____, 2023.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

