ORDINANCE NO. 384-2023 (RED BARN INN REZONE)

AN ORDINANCE REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR, ADA COUNTY, IDAHO; MORE SPECIFICALLY LOCATED AT 309 S. MAIN STREET IN STAR, IDAHO (ADA COUNTY PARCEL R1842701715); THE PROPERTY IS OWNED BY LEI FAMILY LIVING TRUST 08/16/2005; ESTABLISHING THE ZONING CLASSIFICATION OF THE REZONED PROPERTY AS CENTRAL BUSINESS DISTRICT WITH A DEVELOPMENT AGREEMENT (CBD-DA) ON APPROXIMATELY .70 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 Neighborhood Business District (R-4) 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:

<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 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.

<u>Section 2:</u> 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.

<u>Section 3:</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 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:

BY: ______ Trevor A. Chadwick, Mayor

Jacob M. Qualls, City Clerk

EXHIBIT A

Skinner

Land Survey 17842 Sand Hollow Road. Caldwell, Idaho 83607 (208)454-0933 WWW.SKINNERLANDSURVEY.COM surveys@skinnerlandsurvey.com

Thomas J. Wellard, PLS Rodney Clark, PE

December 19, 2022

Legal Description for Jonathan & Diann Lei Job No. NV0422

Parcel 1 Rezone Legal Description from R-4 to CBD-DA

This parcel is a portion of Lot 48 of Dickson's Subdivision as recorded in Book 3 of Plats at Page 133 in the Office of the Recorder for Ada County, Idaho, lying in the NW ¼ NW ¼ of Section 17 in Township 4 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

BEGINNING at the Northeast corner of Lot 48, a found 1/2 inch diameter rebar;

thence South $00^{\circ}37'26''$ West along the East boundary of Lot 48 a distance of 112.01 feet to the Southeast corner of Lot 48, a $\frac{1}{2} \times 24$ inch rebar set with plastic cap stamped P.L.S. 15352;

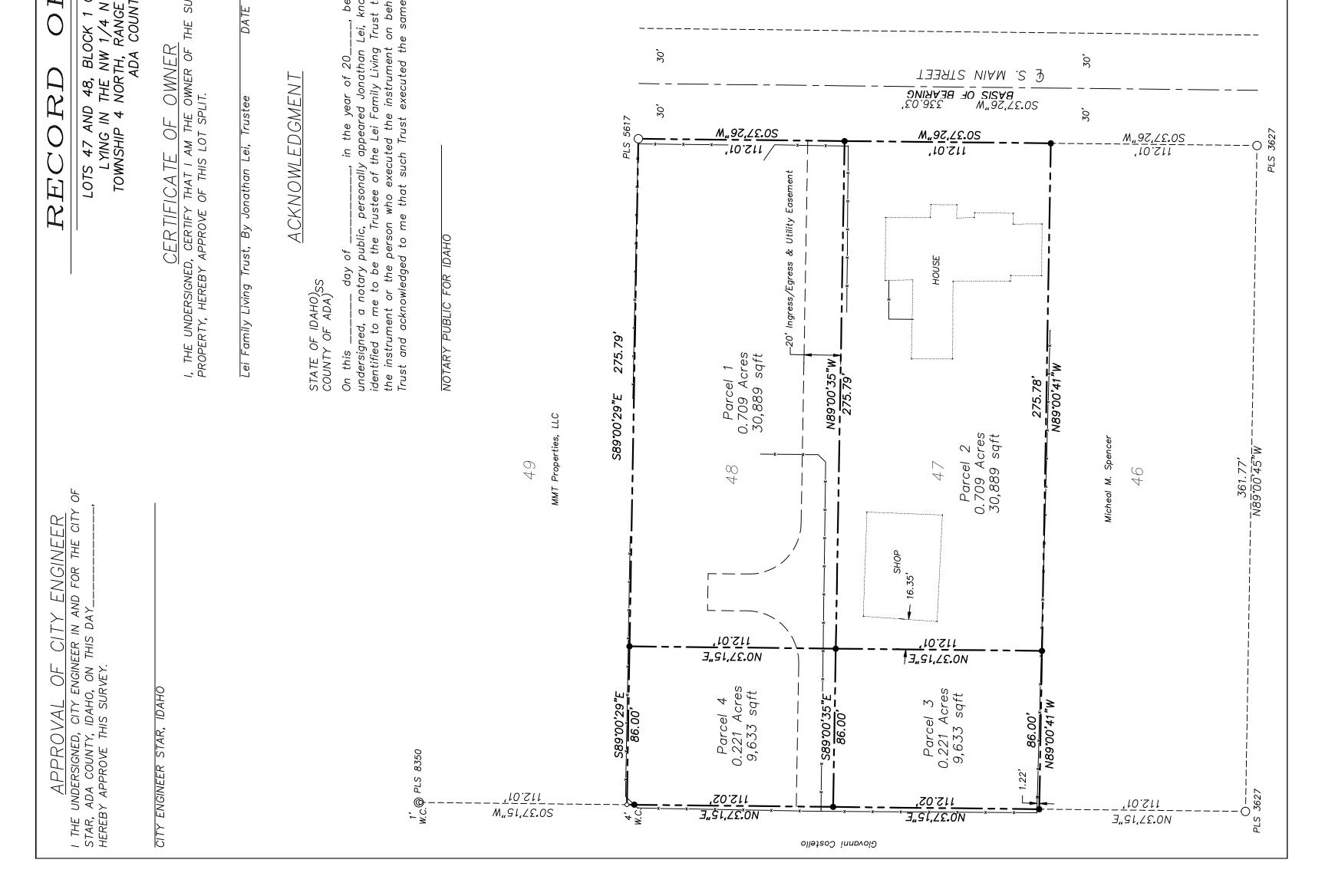
thence North 89°00'35" West along the South boundary of Lot 48 a distance of 275.79 feet to a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $00^{\circ}37'15''$ East, parallel with the West boundary of Lot 48 a distance of 112.01 feet to a point on the North boundary of Lot 48, a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 89°00'29" East along said North boundary a distance of 275.79 feet to the **POINT OF BEGINNING**, said parcel being 0.709 acres/30,844 sqft more or less, and being subject to any and all easements and rights of way of record or implied.



SURVEY	Son's SUBDIVISION, OF SECTION 17, OF SECTION 17, I, BOISE MERIDIAN, Distrument number: ERED COUNTY OF ADA Stafe of IDAHO Stafe of IDAHO	the triangle of the form of t	<u>Surveyor's Narrative:</u> This survey was performed at the request of the Lei Family Living Trust to the divide the lots described in the reference deeds. The property is currently zoned R-1 by the City of Star. Existing lot corners were located and held as shown. Platted distances were proportioned with shot distances. This resulted in lots that closely matched original sizes. The lots were then divided at the clients direction. The basis of bearing for this survey was established by GNSS observations, projected to the ladho State Plane Coordinate system, West Zone, NAD83 datum. All bearings shown are on grid azimuth and all distances are ground at project elevation.	I, Thomas J. Wellard, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.	INDEX No. 414-17-4-4-0-03-133 SURVEY FOR: SURVEY FOR: JONATHAN & DIANN LEI Drown By: ZCL Drown By: Z
$ \vdash$	1 OF DICKSON'S SU NW 1/4 OF SECTIO GE 1 WEST, BOISE I JNTY, IDAHO SUBJECT TE	, before me, the known or st that executed behalf of said ame.			



DEVELOPMENT AGREEMENT RED BARN INN 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 Lei Family Living Trust 08/16/2005, hereinafter referred to as "Owner".

WHEREAS, Owner owns a parcel of land of approximately .70 acres in size, currently located within Ada County, zoned CBD, and more particularly described in **Exhibit A** of Ordinance 384-2023, 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-23-02/DA-23-03/CU-23-04, 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:

RED BARN INN REZONE DEVELOPMENT AGREEMENT FILE NO. RZ-23-02/DA-23-03

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. Development/Uses/Standards.

2.1 <u>Development Acreage and Uses Permitted</u>. As to the Property described on **Exhibit A**, Owner is allowed to develop the approximate.70 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 <u>Site Design</u>. The Property shall be developed in substantial conformance with the approved site plan, dated 3/29/23, a copy of which is attached hereto and incorporated by reference herein as **Exhibit B**.
- **2.3** <u>Uses.</u> The Property is hereby approved for a hotel/motel facility.
- 2.4 <u>Setbacks</u>. The development shall comply with the standard setbacks for the R-1 zone as follows:

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

Central Business District Setbacks:

2.5 <u>Additional Requirements</u>:

- 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 receive approval from the Flood Plain Administrator and complete the necessary paperwork for building in a special flood hazard area prior to issuing the building permit.

• The Applicant shall comply with all requirements of File CU-23-04.

2.6 <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 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 <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 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. <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 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 <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 neuteral 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: Lei Family Living Trust 08/16/2005 Jonathan Lei, Trustee 309 S. Main Street Star, Idaho 83669

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 _____ , 2023.

Trevor A. Chadwick, Mayor

ATTEST:

Jacob M. Qualls, City Clerk

OWNER:

Lei Family Living Trust Jonathan Lei, Trustee

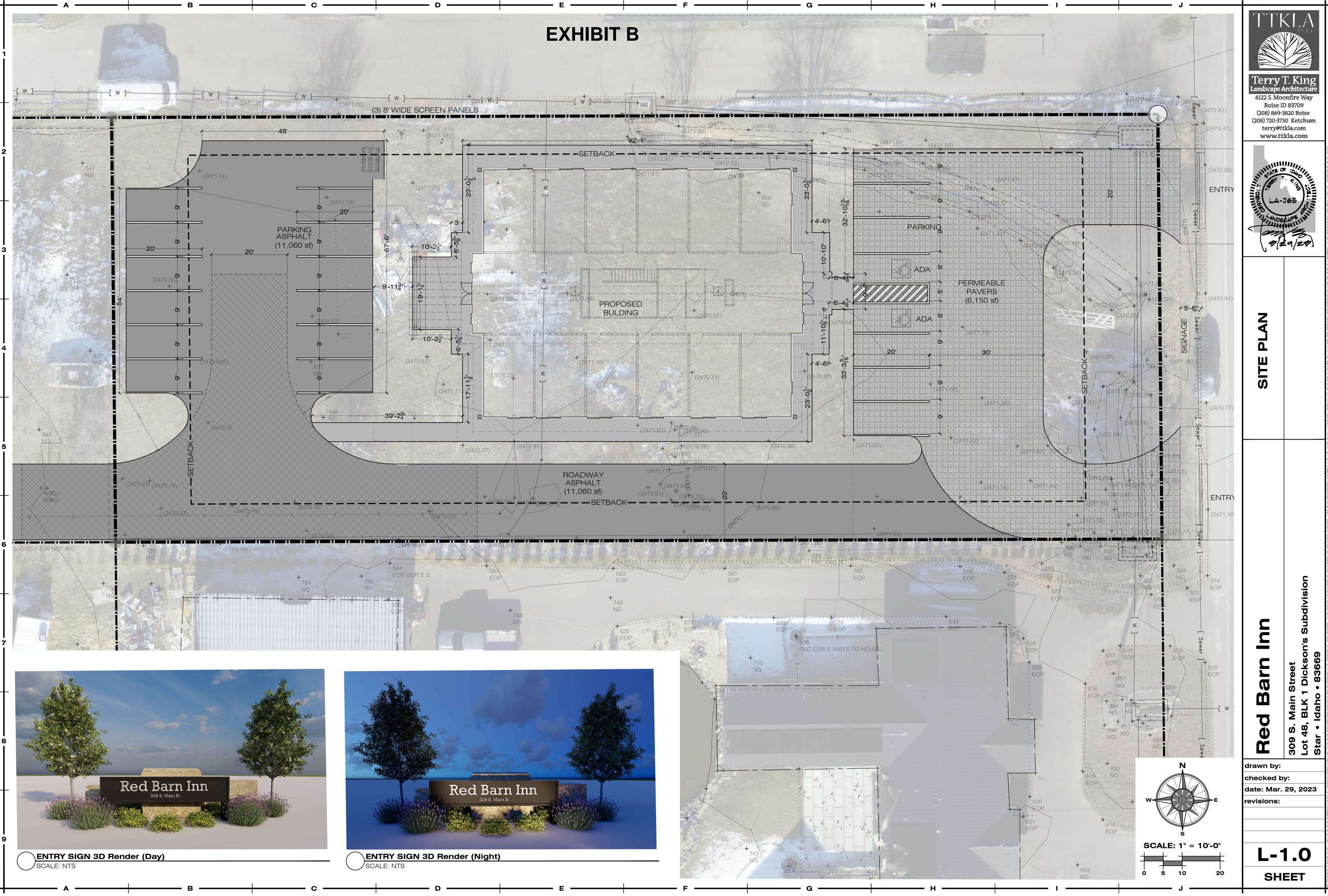
STATE OF IDAHO)) ss.

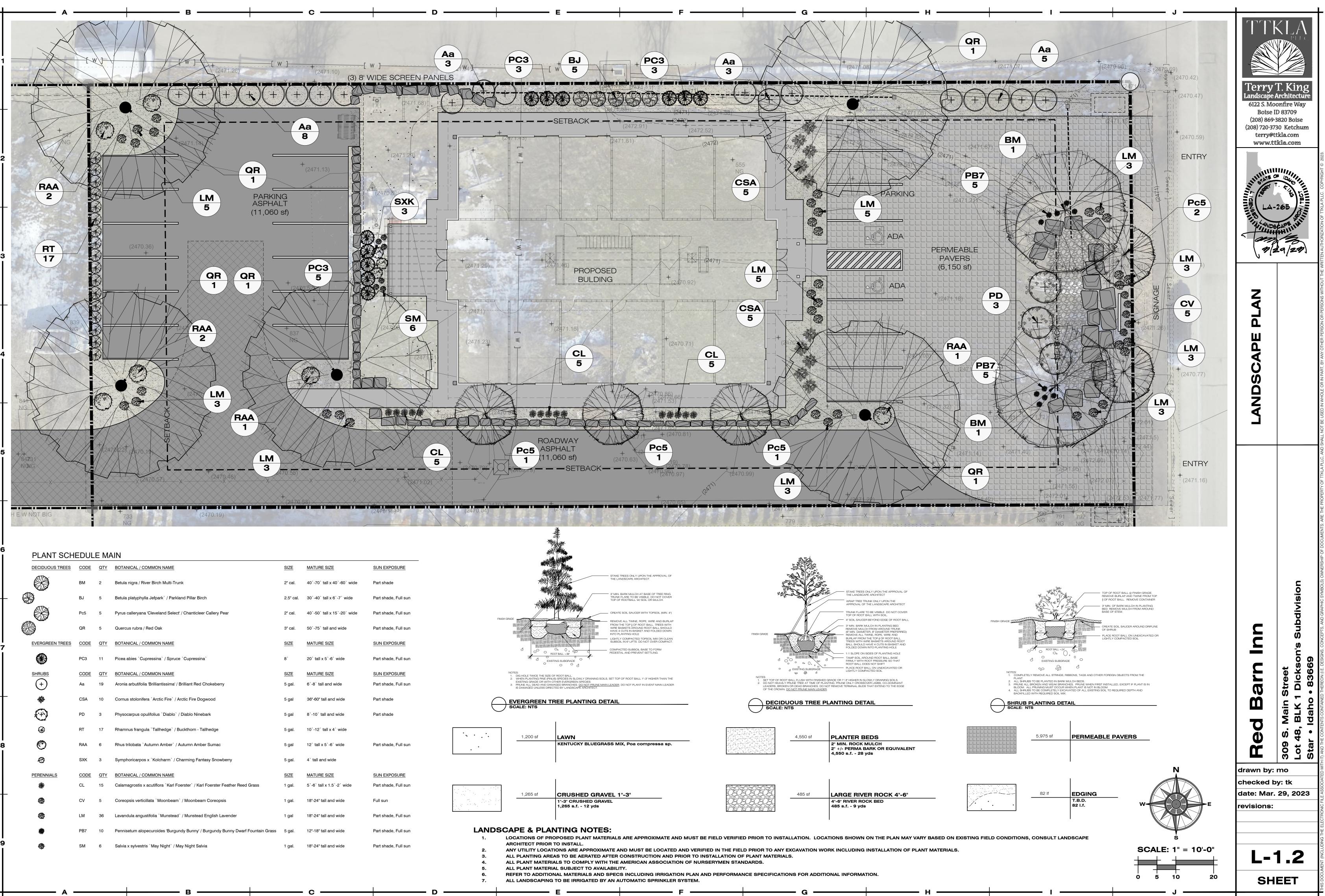
County of Ada)

On this _____ day of _____, 2023, before me the undersigned, a Notary Public in and for said state, personally appeared Jonathan Lei, known to me to be the Trustee for the Lei Family Living Trust, who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in said name.

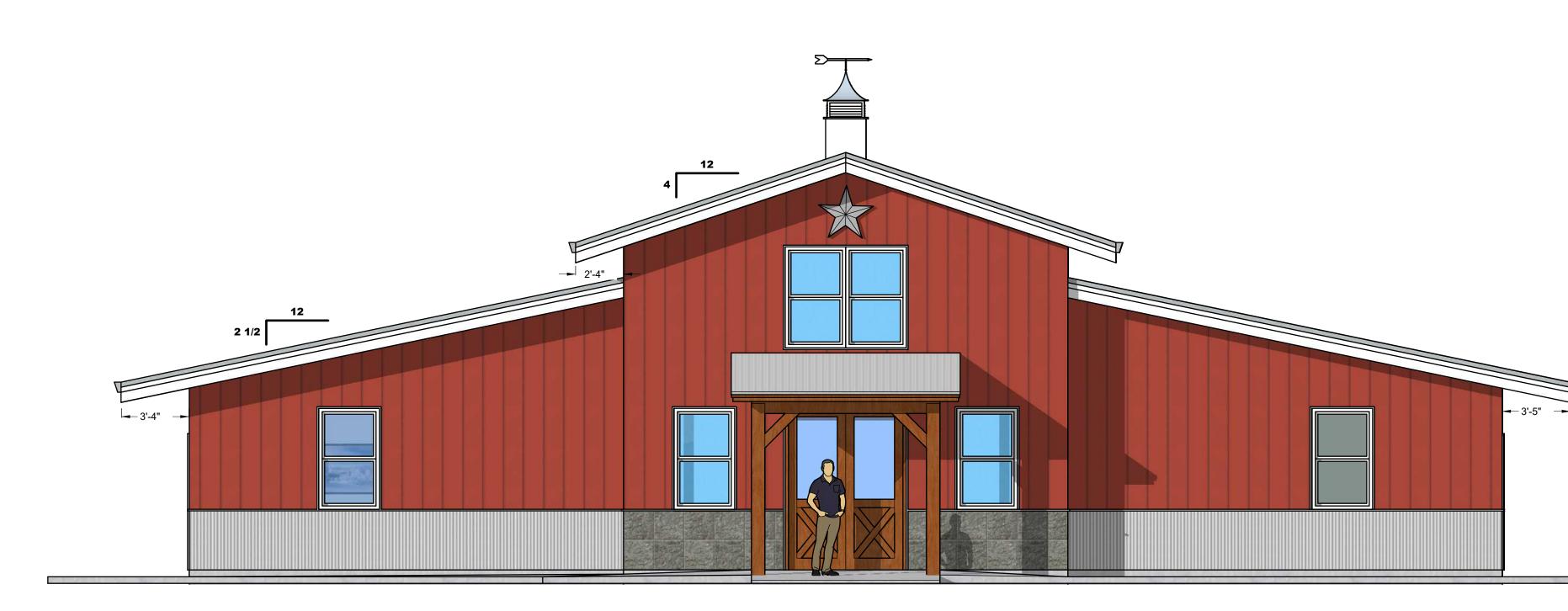
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

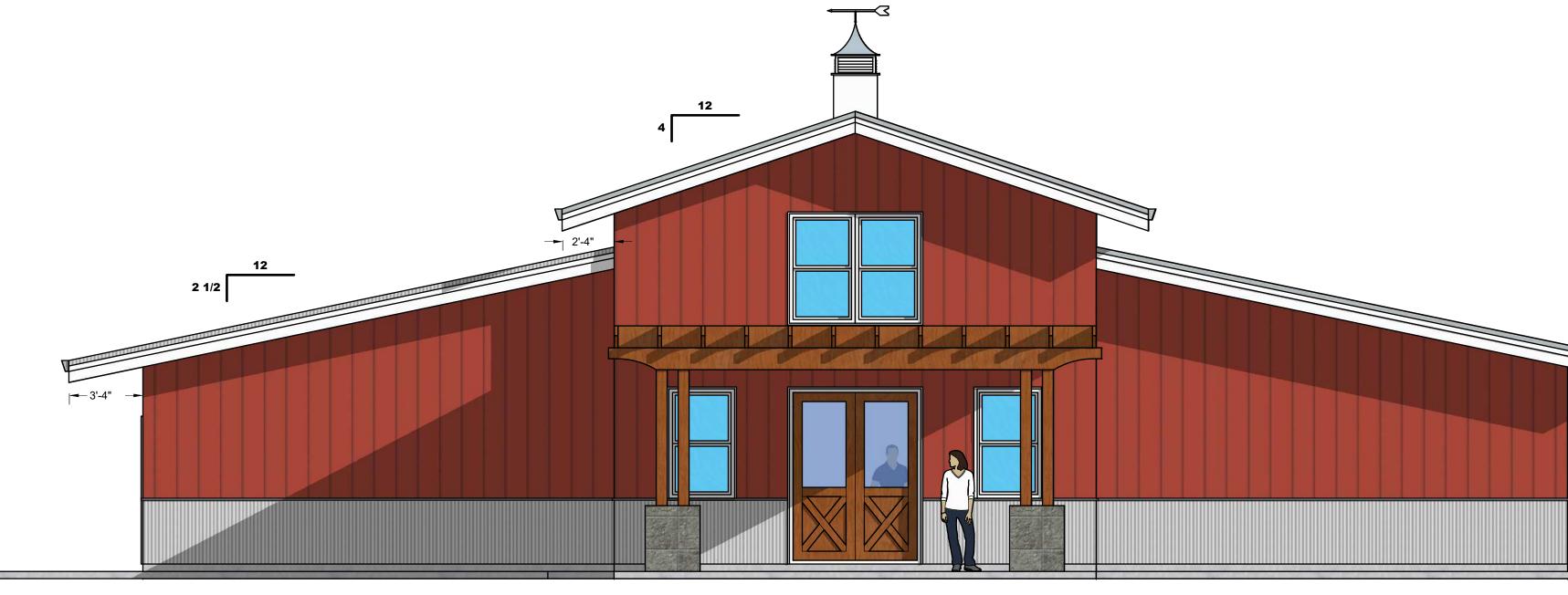
Notary Public for Idaho Residing at ______ My Commission expires ______



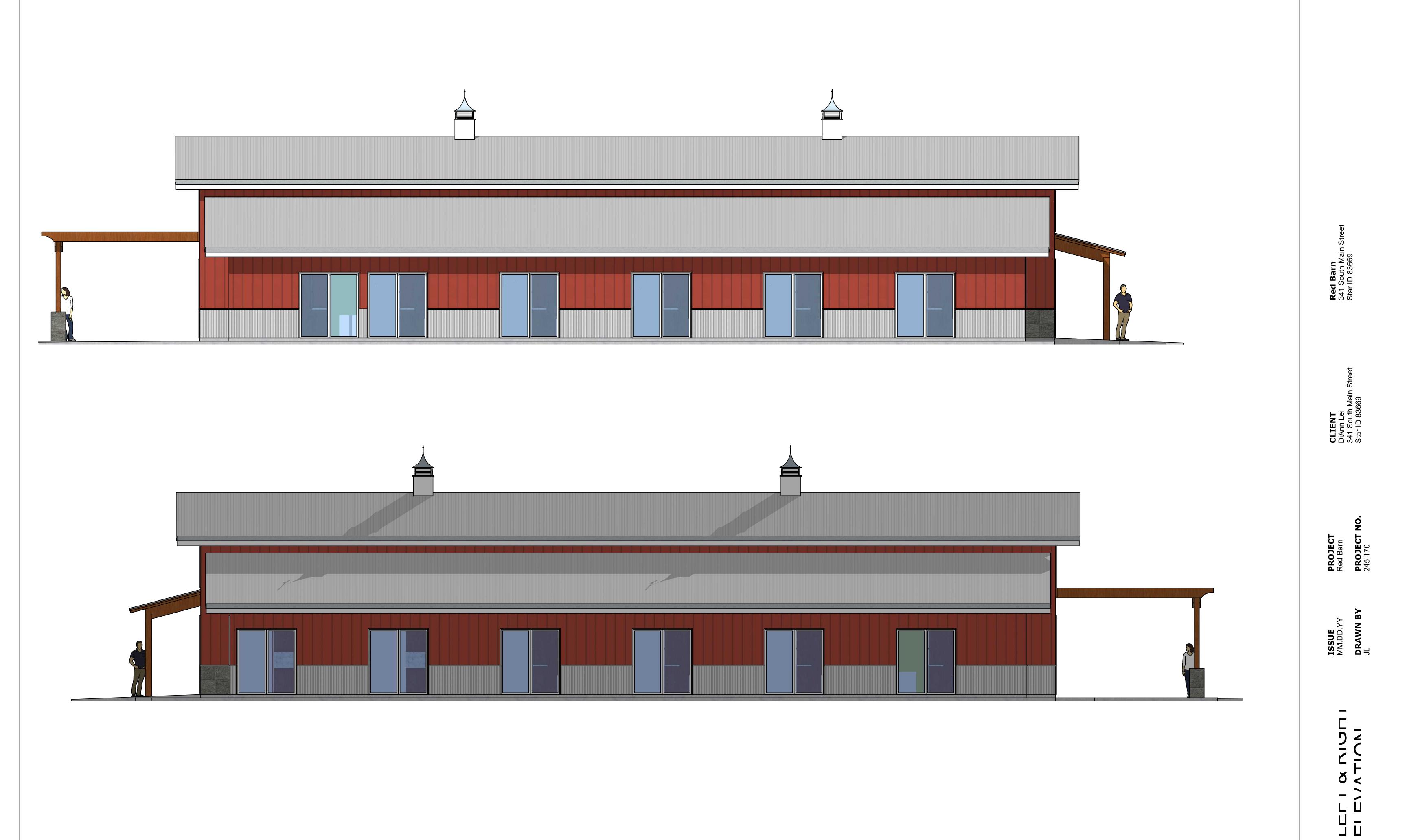


DECIDUOUS TREES	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
	BM	2	Betula nigra / River Birch Multi-Trunk	2" cal.	40`-70` tall x 40`-60` wide	Part shade
	BJ	5	Betula platyphylla Jefpark` / Parkland Pillar Birch	2.5" cal.	30`-40` tall x 6`-7` wide	Part shade, Full sun
	Pc5	5	Pyrus calleryana 'Cleveland Select' / Chanticleer Callery Pear	2" cal.	40`-50` tall x 15`-20` wide	Part shade, Full sun
	QR	5	Quercus rubra / Red Oak	3" cal.	50`-75` tall and wide	Part shade, Full sun
EVERGREEN TREES		<u>QTY</u>	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
	PC3	11	Picea abies `Cupressina` / Spruce `Cupressina`	8`	20` tall x 5`-6` wide	Part shade, Full sun
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
+	Aa	19	Aronia arbutifolia 'Brilliantissima' / Brilliant Red Chokeberry	5 gal.	6`-8` tall and wide	Part shade, Full sun
	CSA	10	Cornus stolonifera `Arctic Fire` / Arctic Fire Dogwood	5 gal	36"-60" tall and wide	Part shade
(+)	PD	3	Physocarpus opulifolius `Diablo` / Diablo Ninebark	5 gal	8`-10` tall and wide	Part shade
G	RT	17	Rhamnus frangula `Tallhedge` / Buckthorn - Tallhedge	5 gal.	10`-12` tall x 4` wide	
Ø	RAA	6	Rhus trilobata `Autumn Amber` / Autumn Amber Sumac	5 gal	12` tall x 5`-6` wide	Part shade, Full sun
0	SXK	3	Symphoricarpos x `Kolcharm` / Charming Fantasy Snowberry	5 gal.	4` tall and wide	
PERENNIALS	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	SIZE	MATURE SIZE	SUN EXPOSURE
*	CL	15	Calamagrostis x acutiflora `Karl Foerster` / Karl Foerster Feather Reed Grass	1 gal.	5`-6` tall x 1.5`-2` wide	Part shade, Full sun
0	CV	5	Coreopsis verticillata `Moonbeam` / Moonbeam Coreopsis	1 gal.	18"-24" tall and wide	Full sun
8	LM	36	Lavandula angustifolia `Munstead` / Munstead English Lavender	1 gal	18"-24" tall and wide	Part shade, Full sun
*	PB7	10	Pennisetum alopecuroides 'Burgundy Bunny' / Burgundy Bunny Dwarf Fountain Grass	5 gal.	12"-18" tall and wide	Part shade, Full sun
	SM	6	Salvia x sylvestris `May Night` / May Night Salvia	1 gal.	18"-24" tall and wide	Part shade, Full sun





A.03
ISSUE MM.DD.YY DRAWN BY JL
PROJECT Red Barn PROJECT NO. 245.170
CLIENT DiAnn Lei 341 South Main Street Star ID 83669
Red Barn 341 South Main Street Star ID 83669
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A.04