

**ORDINANCE NO. 348**  
**(STARGAZER SUBDIVISION 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 2987 & 3035 N. HAMLET LANE, AND 10820 & 10824 W. NEW HOPE ROAD, IN STAR, IDAHO AND CONTIGUOUS TO THE CITY OF STAR; THE PROPERTIES ARE OWNED BY ENDURANCE HOLDINGS, LLC, COREY BARTON, AND JERRY Z. BRUNEEL; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED PROPERTY AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-3-DA) OF APPROXIMATELY 41.96 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. 303, adopted on March 3, 2020 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 October 19, 2021 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 Residential with a Development Agreement (R-3-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 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.

Section 2: 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.

Section 3: The zoning land use classification of the land described in Section 2 above, is hereby established as Residential with a Development Agreement (R-3-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 Residential with a Development Agreement (R-3-DA) land use classification.

Section 4: 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 5: 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 \_\_\_\_\_, 2021.

CITY OF STAR  
Ada and Canyon County, Idaho

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

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

**EXHIBIT A**

**DESCRIPTION FOR**

**STARGAZER SUBDIVISION  
CITY OF STAR ANNEXATION AND RE-ZONE**

A parcel of land being Lots 1, 2, 3 and 4, Block 1 of Hutton Ranchettes Subdivision as file in Book 76 of Plats at Pages 7880 and 7881, records of Ada County, Idaho and a portion of Government Lot 4, all in Section 5, T.4N., R.1W., B.M., Ada County, Idaho more particularly described as follows:

**BEGINNING** at the NW corner of said Section 5, said point also being the NW corner of said Hutton Ranchettes Subdivision from which the N1/4 corner of said Section 5 bears South 89°24'17" East, 2635.96 feet;

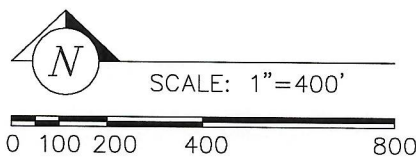
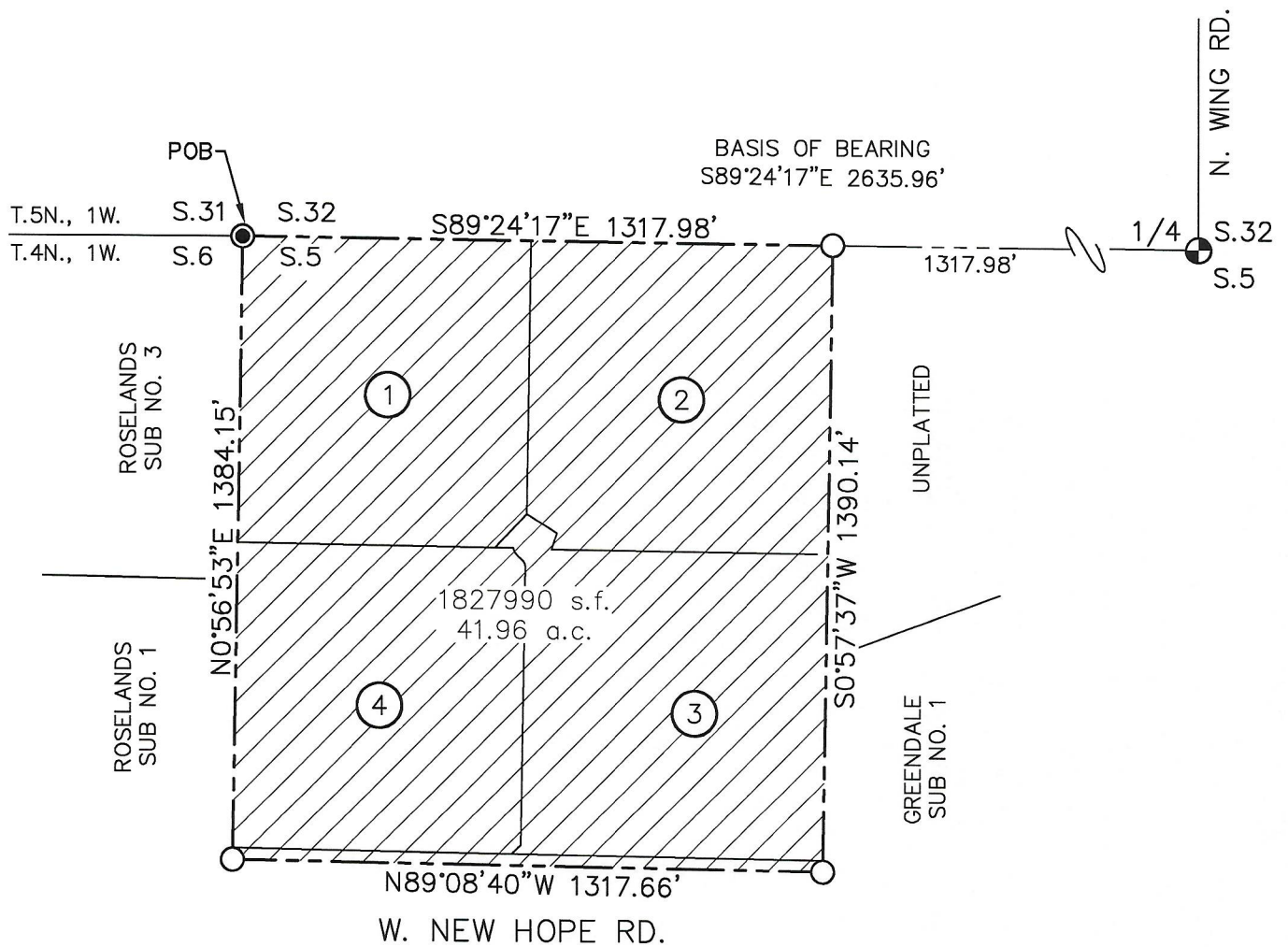
thence along the North boundary line of said Hutton Ranchettes Subdivision South 89°24'17" East, 1,317.98 feet to the NE corner of said Hutton Ranchettes Subdivision;

thence along the East boundary line of said Hutton Ranchettes Subdivision South 00°57'37" West, 1,390.14 feet to the SE corner of said Hutton Ranchettes Subdivision;


thence along the South boundary line of said Hutton Ranchettes Subdivision North 89°08'40" West, 1,317.66 feet SW corner of said Hutton Ranchettes Subdivision;

thence along the West boundary line of said Hutton Ranchettes Subdivision and along the East boundary line of Roselands Subdivision No. 1 as file in Book 105 of Plats at Pages 14322 through 14324, records of Ada County, Idaho and the East boundary line of Roselands Subdivision No. 3 as file in Book 110 of Plats at Pages 15823 through 15825, records of Ada County, Idaho North 00°56'53" East, 1,384.15 feet to the **POINT OF BEGINNING**. Containing 41.96 acres, more or less.





P:\New Hope Rd Topo 19-352\dwg\Stargazer Sub Annex Rezone.dwg 2/23/2021 11:37:29 AM

 <b>IDAHO SURVEY GROUP, LLC</b> <small>9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570</small>	<b>EXHIBIT __ DRAWING FOR STARGAZER SUBDIVISION CITY OF STAR ANNEXATION AND RE-ZONE</b>	JOB NO. 19-352
		SHEET NO. <b>1</b>
	<small>LOCATED IN THE GOV'T LOT 4 OF SECTION 5, T.4N., R.1W., B.M., ADA COUNTY, IDAHO</small>	<small>DWG. DATE 2/23/2021</small>

## **DEVELOPMENT AGREEMENT STARGAZER SUBDIVISION**

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 Endurance Holdings, LLC, hereinafter referred to as "Owner/Developer", and Jerry Z. Bruneel, hereinafter referred to as "Owner".

WHEREAS, Owners own parcels of land of approximately 41.96 acres in size, currently located within Ada County, zoned RUT and more particularly described in **Exhibit A** of Ordinance 348, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owners 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 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, Owners desire to be assured that they may proceed with allowing its Property to be zoned in accordance with this Agreement;

WHEREAS, the parties agree to the zoning designation for various parcels within the Property to be zoned in accordance with this Agreement;

WHEREAS, Owners filed with the City of Star, a Request for Annexation and Zoning of the Property with a Zoning Designation of R-3-DA, as File No. AZ-21-04/DA-21-06, 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 Owners, 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**, Owners are allowed to develop approximately 41.96 acres as follows:

- Zoning Classification: The zoning classification shall be a R-3-DA.
- The Owners shall comply with all city ordinances relating to the property except as otherwise provided herein.

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

**2.3 Uses.** The Preliminary Plat for Stargazer Subdivision is hereby approved for a maximum of 122 single-family residential lots. An additional 6 single-family residential lots maximum (including the existing residence) may be re-subdivided on Lot 15, Block 1 of the approved Preliminary Plat. A new preliminary plat shall be submitted and approved by Council. Open space has been met with the Stargazer Subdivision. As long as Lot 15, Block 1 maintains access to all common area open space areas in the Stargazer Subdivision, additional open space will not be required as part of the re-subdivision.

**2.4 Setbacks.** The development shall follow the setbacks required in the R-3 zoning district for the Residential Uses.

**2.5 Additional Requirements:**

- A paved or concrete pathway to the north from the proposed public street into the open space between Lots 8 & 10, Block 1 of the approved preliminary plat shall be provided.

**2.6 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. The Developer will pay the \$109,361 traffic mitigation fee determined, or as may be revised, by the Idaho Transportation Department as follows: the Developer will pay the City \$896.40 per buildable lot within each phase prior to signature on the final plat for the applicable phase. 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.

**2.7 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 Owners change or expand 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, Owners shall be in default of this Agreement.

**2.8 Conditions. Bonding for Completion.** All of the conditions set forth herein shall be complied with or shall be bonded for completion by Owners 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 Owners. Owner/Developer 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/Permission of Property Owner.** Owners shall provide an affidavit or notarized signature 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 Owners, 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, Owners 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, or similar 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 Owners 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. Owners, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior, or similar 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. 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 Owners, 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, ID 83669

Owner/Developer: Endurance Holdings, LLC  
Corey Barton, Registered Agent  
1977 E. Overland Road  
Meridian, Idaho 83642

Owner: Jerry Z. Bruneel  
3035 N. Hamlet Lane  
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      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 \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Jacob M. Qualls, City Clerk

OWNER/DEVELOPER:

\_\_\_\_\_  
Endurance Holdings, LLC  
Corey Barton, Registered Agent

STATE OF IDAHO    )  
                              ) ss.  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Corey Barton, 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 Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

OWNER:

\_\_\_\_\_  
Jerry Z. Bruneel

STATE OF IDAHO    )  
                              ) ss.  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Jerry Z. Bruneel known or identified to me to be the person who subscribed their name to the foregoing instrument and acknowledged to me that they 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 Idaho  
Residing at: \_\_\_\_\_  
My Commission Expires:

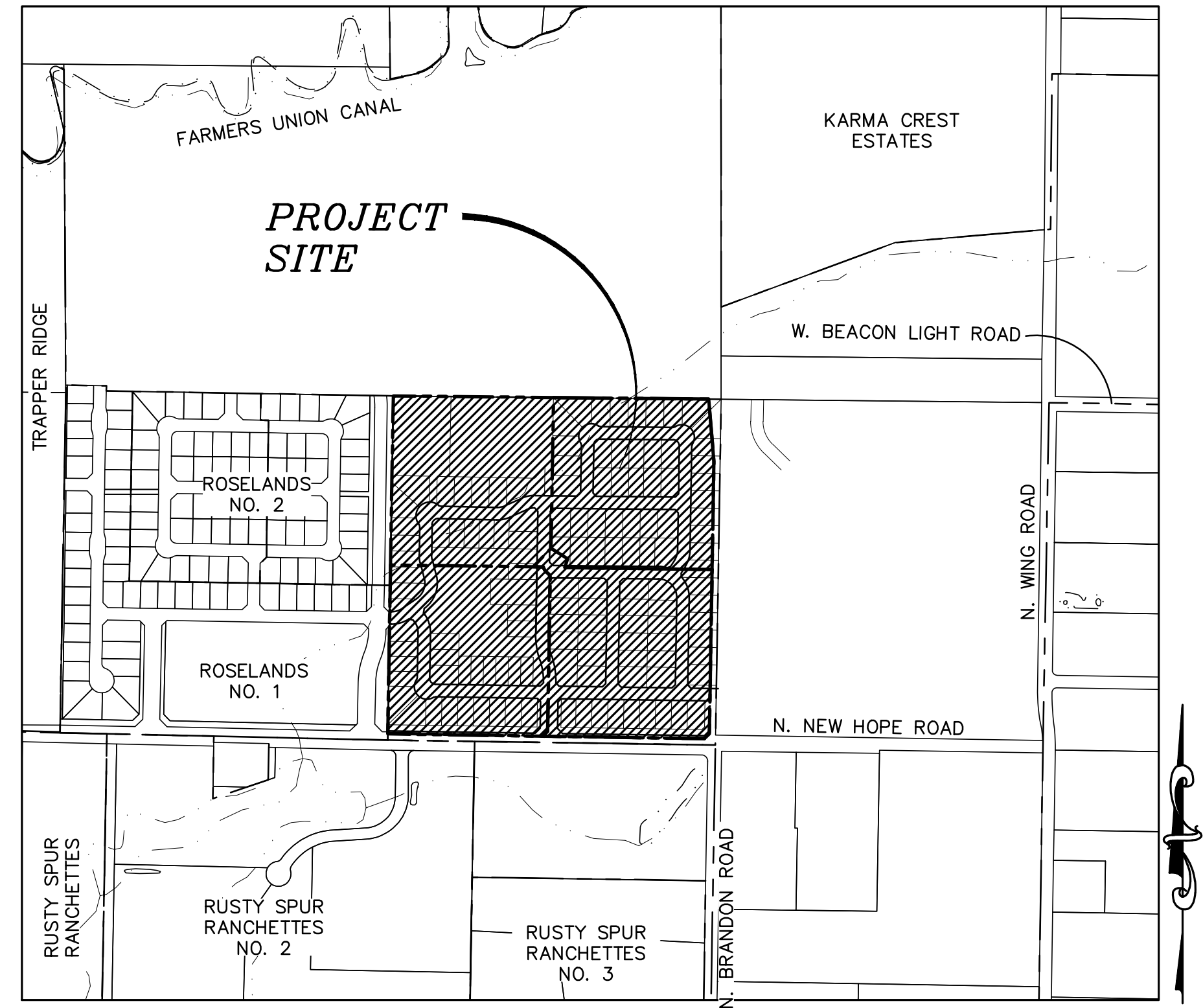




EXHIBIT B

PRELIMINARY PLAT FOR STARGAZER SUBDIVISION

A RESUBDIVISION OF HUTTON RANCHETTES SUBDIVISION  
LOCATED IN GOVERNMENT LOT 4 OF SECTION 5  
T.4N., R.1W. B.M., CITY OF STAR, ADA COUNTY, IDAHO  
2021



PLAN SHEET INDEX

- SHEET DESCRIPTION
- PP-1 - PRELIMINARY PLAT, SHEET INDEX, VICINITY MAP, NOTES, COMMON LOTS & STREET DETAILS
  - PP-2 - CONCEPTUAL ENGINEERING PLAN, CURVE TABLE & PARCEL TABLES
  - PP-4 - CONCEPTUAL SEWER PROFILES
  - PP-5 - CONCEPTUAL SEWER PROFILES

- NOTES
- STAR SEWER AND WATER DISTRICT WATER AND SEWER SERVICE SHALL BE EXTENDED TO ALL LOTS.
  - THE SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE. REFERENCE FIRM PANEL 16001C0130H REVISED FEBRUARY 19, 2003.
  - ALL LOT SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, STREET LIGHTS, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO ANY PUBLIC STREET. ALL LOTS SHALL HAVE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION AND LOT DRAINAGE OVER THE 10 (TEN) FEET ADJACENT TO THE REAR LOT LINE. EXCEPT AS OTHERWISE SHOWN, THERE SHALL BE A 5 (FIVE) FOOT PUBLIC UTILITY, IRRIGATION AND LOT DRAINAGE EASEMENT ADJACENT TO ANY LOT LINE NOT ADJACENT TO A PUBLIC STREET.
  - MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF THE CITY OF STAR AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.
  - THE DEVELOPER SHALL PROVIDE PRESSURIZED IRRIGATION WATER TO EACH LOT. ALL LOTS IN THIS SUBDIVISION WILL BE SUBJECT TO ASSESSMENTS OF THE FARMERS UNION DITCH COMPANY.
  - STORM DRAINAGE SHALL BE RETAINED ON SITE THROUGH SUBSURFACE SEEPAGE TRENCHES AS APPROVED BY A.C.H.D.
  - ALL EXISTING STRUCTURES, WITH THE EXCEPTION OF THE EXISTING HOME, WILL BE REMOVED PRIOR TO DEVELOPMENT OF THE PHASE CONTAINING THE STRUCTURE.
  - ALL EASEMENTS FROM HUTTON RANCHETTES SUBDIVISION AS SHOWN ARE TO BE VACATED/ABANDONED PRIOR TO RECORDING OF FINAL PLAT. THERE ARE NO PUBLIC UTILITIES IDENTIFIED WITHIN THE EASEMENTS - VERIFICATION SHALL BE BY EACH APPLICABLE UTILITY COMPANY.
  - LOTS 11 THROUGH 29, BLOCK 2 CONTAIN EXISTING A.C.H.D. RIGHT OF WAY TO BE VACATED.
  - ALL LOTS WITHIN THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS, WITH THE EXCEPTION OF LOT 9, BLOCK 1; LOTS 28 & 29, BLOCK 2; LOT 16, BLOCK 5; LOT 7, BLOCK 6; LOT 1, BLOCK 8; THAT ARE COMMON LOTS OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

LEGEND

- LOT LINES
- ROAD CENTERLINE
- RIGHT OF WAY
- LOT NUMBER
- BLOCK NUMBER
- CURB GUTTER & SW
- STREET NAME
- HANDICAP RAMP
- SEWER LINE
- WATER LINE
- STORM DRAIN LINE
- PRESSURE IRRIGATION
- GRAVITY IRRIGATION
- FLOW ARROW
- FIRE HYDRANT
- CATCH BASIN

SURVEY LEGEND

- BENCHMARK AS NOTED
- FOUND BRASS CAP
- FOUND ALUMINUM CAP
- FOUND 1/2" IRON PIN
- FOUND 5/8" IRON PIN
- CALC. POINT
- PROPERTY BOUNDARY LINE
- SECTION LINE

OWNERS

ENDURANCE HOLDINGS LLC  
1977 E OVERLAND RD  
MERIDIAN, ID 83642

OPEN DOOR RENTALS LLC  
1977 E OVERLAND RD  
MERIDIAN, ID 83642

BRUNEEL JERRY Z  
3035 HAMLET LN  
STAR ID 83669

DEVELOPER

TRILOGY DEVELOPMENT, INC.  
9839 W. CABLE CAR ST.  
BOISE ID 83709

ENGINEER

DAVID A. BAILEY, P.E.  
BAILEY ENGINEERING, INC.  
4242 N. BROOKSIDE LANE  
BOISE, ID 83642

PLANNER/CONTACT

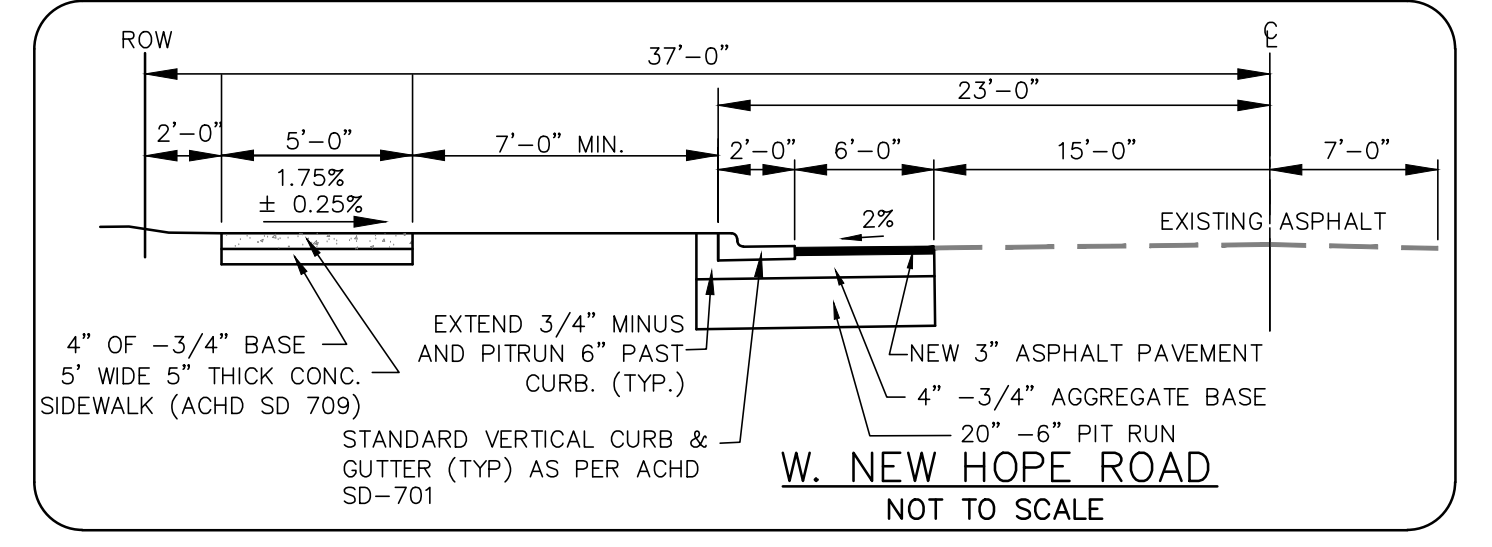
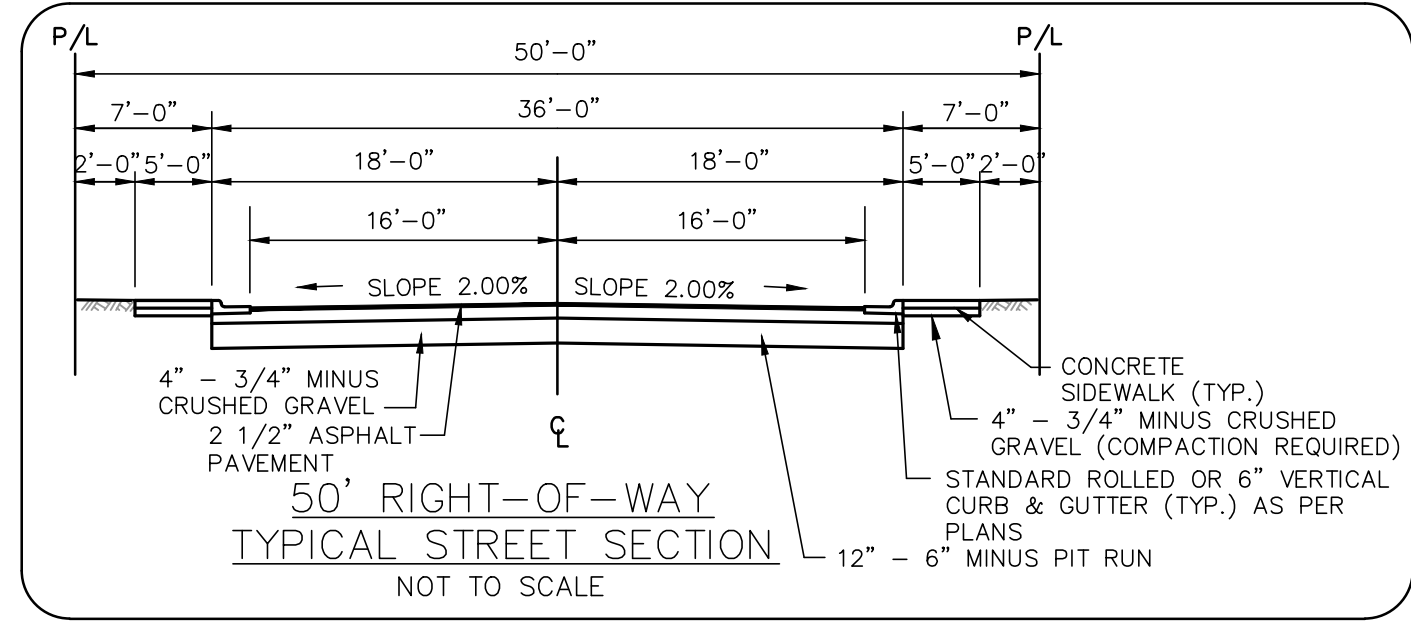
JANE SUGGS  
GEM STATE PLANNING  
9839 W. CABLE CAR ST STE 101  
BOISE, ID 83709

DEVELOPMENT FEATURES

ACREAGE  
TOTAL PARCEL - 41.10 ACRES  
ROW TO BE VACATED 0.74 ACRES  
TOTAL ACREAGE - 41.84 ACRES  
TOTAL LOTS - 496 131 Δ  
BUILDABLE LOTS - 425 122 Δ  
COMMON LOTS - 9  
DENSITY DU/ACRE - 2.92  
COMMON AREA - 6.62 ACRES - 16.1%  
USEABLE OPEN SPACE - 5.50 ACRES - 13.15%  
ZONING  
EXISTING - RUT/RT  
PROPOSED - R-3

SEWAGE DISPOSAL  
STAR SEWER AND WATER DISTRICT  
WATER SUPPLY  
STAR SEWER AND WATER DISTRICT  
CITY  
STAR  
SCHOOL DISTRICT  
STAR  
FIRE DISTRICT  
STAR  
IRRIGATION DISTRICT  
FARMERS UNION DITCH COMPANY LTD

Common Lots			
Lot	Area	Perimeter	Type
BLOCK 1 Lot 1 OPEN	3486	277	BUFFER
BLOCK 1 Lot 9 OPEN	77637	1324	PARK OPEN
BLOCK 1 Lot 14 OPEN	10886	467	PARK OPEN
BLOCK 2 Lot 20 OPEN	9444	394	PI PUMP STATION - OPEN
BLOCK 2 Lot 21 OPEN	1401	248	BUFFER
BLOCK 4 Lot 8 OPEN	136603	2375	PARK OPEN
BLOCK 6 Lot 7 OPEN	13924	491	PARK OPEN
BLOCK 8 Lot 14 OPEN	16520	1485	BUFFER
BLOCK 9 Lot 1 OPEN	18622	1694	BUFFER



**Bailey Engineering, Inc.**  
CIVIL ENGINEERING | PLANNING | CADD  
1118 E. STATE ST., SUITE 210  
BOISE, ID 83702  
TEL: 208-388-0013  
WWW.BAILEYENGINEERING.COM

PROFESSIONAL ENGINEER  
NO. 5572  
DATE OF EXPIRATION  
DAVID A. BAILEY

CHECKED BY:  
DAVID A. BAILEY P.E.  
DRAWN BY:  
DAB

REVISION  
NO. DATE DESCRIPTION  
A 2021-10-22 REMOVE LOTS BLOCK 3 & 4

PRELIMINARY PLAT  
STARGAZER SUBDIVISION  
TRILOGY DEVELOPMENT, INC.

DATE:  
03-17-2021  
PROJECT:  
C2019-039  
SHEET  
PP-1





PLANT PALETTE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
	AUSTRIAN PINE	PINUS NIGRA	6-8' HT B4B
	BLACK HILLS SPRUCE	PICEA GLAUCA 'DENSATA'	6-8' HT B4B
	FAT ALBERT BLUE SPRUCE	PICEA FUNGENS 'FAT ALBERT'	6-8' HT B4B
	MOONGLOW JUNIPER	JUNIPERUS SCOPIULORUM 'MOONGLOW'	6-8' HT B4B
	NORWAY SPRUCE	PICEA ABIES	6-8' HT B4B
	VANDERWOLFS PINE	PINUS FLEXILIS 'VANDERWOLFS'	6-8' HT B4B
SHADE TREES (CLASS III)			
	BLOODGOOD LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B4B
	SHAMP OAK	QUERCUS BICOLOR	2" CAL B4B
SHADE/STREET TREES (CLASS II)			
	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2" CAL B4B
	CRIMSON SPIRE OAK	QUERCUS ROBUR x Q. ALBA 'CRIMSCHMIDT'	2" CAL B4B
	CHANTICLEER PEAR	PYRUS CALLERYANA 'GLEN'S FORM'	2" CAL B4B
	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	2" CAL B4B
	LITTLELEAF LINDEN	TILIA CORDATA	2" CAL B4B
	AMERICAN SWEETGUM	LIQUIDAMBAR STYRACIFLUA	2" CAL B4B
	TULIP TREE	LIRIODENDRON TULIPIFERA	2" CAL B4B
ORNAMENTAL TREES (CLASS I)			
	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	6-8' HT. MULTI-STEM
	CANADA RED CHOCHECHERRY	PRUNUS VIRGINIANA 'CANADA RED'	6-8' HT. MULTI-STEM
	CRUZAN CRUSADER HAWTHORN	CRATAEGUS CRUS-GALLI 'CRUZAM'	2" CAL B4B
	HOTWINGS MAPLE	ACER TATARICUM 'GARANN'	6-8' HT. MULTI-STEM
	ROYAL RAINDROPS CRABAPPLE	MALUS x 'JFS-KN5'	2" CAL B4B
	SPRING SNOW CRABAPPLE	MALUS 'SPRINGSNOW'	2" CAL B4B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
	ARIZONA SUN GAILLARDIA	GAILLARDIA x 'ARIZONA SUN'	1 GAL
	BLACK EYED SUSAN	RUDBECKIA FULGIDA 'GOLDSTRUM'	1 GAL
	BLUE GRAMMA GRASS	BOUQUET GRASS 'BLONDE AMBITION'	1 GAL
	BLUE MIST SPIREA	CARYOPTERIS x GLANDONENSIS 'BLUE MIST'	2 GAL
	BLUE OAT GRASS	HELIOTRICHON SEMPERVIRENS	1 GAL
	BLUE RUG JUNIPER	JUNIPERUS HORIZONTALIS 'WILTON'	3 GAL
	PURPLE CONEFLOWER	ECHINACEA PURPUREA	1 GAL
	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	2 GAL
	DARTS GOLD NINEBARK	PHYSCARPUS OPULIFOLIUS 'DARTS GOLD'	3 GAL
	STELLA DE ORO DAYLILLY	HEMEROCALLIS 'STELLA D'ORO'	1 GAL
	FINE LINE BUCKTHORN	RHAMNUS FRAGULA 'RON WILLIAMS'	5 GAL
	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	3 GAL
	HUSKER RED PENSTEMON	PENSTEMON DIGITALIS 'HUSKER RED'	1 GAL
	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
	KARL FORSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 GAL
	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'DONNA MAY'	3 GAL
	HIDCOTE BLUE ENGLISH LAVENDER	LAVANDULA ANGUSTIFOLIA 'HIDCOTE BLUE'	1 GAL
	MAIDEN GRASS	MISCANTHUS SINENSIS 'GRACILLIMUS'	1 GAL
	BRAKELIGHTS RED YUCCA	HESPERALOE PARVIFLORA 'PERPA'	3 GAL
	SUMMERWINE NINEBARK	PHYSCARPUS OPULIFOLIA 'SEWARD'	5 GAL

LAWN 6' VINYL FENCE ALONG PERIMETER PROPERTY LINES (TYP). 6' VINYL FENCE W/ LATTICE TOP ALONG COMMON AREAS (TYP). EXISTING FENCING (TYP).

NOTES

- ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF STAR ORDINANCE REQUIREMENTS.
- ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- TREES SHALL NOT BE PLANTED WITHIN THE 10'-CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM. ALL SHRUBS PLANTED OVER OR ADJACENT TO SEEPAGE BEDS TO HAVE A ROOT BALL THAT DOES NOT EXCEED 18" IN DIAMETER. NO LAWN SOD TO BE PLACED OVER DRAINAGE SWALE SAND WINDOWS.
- NO TREES SHALL IMPEDE THE 40' VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ROAD AS TREES MATURE. THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
- LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. BUILDER SHALL BE REQUIRED TO INSTALL STREET TREES 5' FROM BACK OF SIDEWALKS EVERY 35' ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. FLEXIBILITY IN TREE PLACEMENT AND QUANTITIES TO BE GIVEN FOR DRIVEWAY AND UTILITY CONFLICTS. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
- PLANT LIST IS REPRESENTATIVE AND SUBJECT TO ADDITIONS AND/OR SUBSTITUTIONS OF SIMILAR SPECIES THAT ARE SUBJECT TO CITY FORESTER'S PRE-APPROVAL. PLANTING BED DESIGN AND QUANTITIES MAY BE ALTERED DURING FINAL PLAT LANDSCAPE PLAN DESIGN. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
- ALL EXISTING TREES ON SITE TO BE REMOVED EXCEPT THOSE AROUND EXISTING HOME TO REMAIN.

LANDSCAPE CALCULATIONS

COLLECTOR ROAD LANDSCAPE REQUIREMENTS: PLANT MATERIAL PER 100' - TWO (2) SHADE TREES, TWO (2) EVERGREEN TREES.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
W. NEW HOPE ROAD (COLLECTOR)	25'	1220' / 100' =	25 SHADE TREES 25 EVERGREENS	22 SHADE TREES 9 ORNAMENTAL TREES 27 EVERGREENS 34 TREES
PARKSTRIP		1220' / 35' =	34 TREES	
NUMBER OF TREES PROVIDED ON BUFFERS:				42
NUMBER OF TREES PROVIDED ON COMMON LOTS: 256,230 SF/4000 SF = 64				166
NUMBER OF TREES PROVIDED ON RESIDENTIAL STREETS:				123
TOTAL NUMBER OF TREES:				331

DEVELOPMENT DATA

TOTAL ACREAGE	41.84 ACRES
COMMON AREA	6.62 ACRES (16.1%)
USEABLE OPEN SPACE	5.50 ACRES (13.15%)
BUILDABLE LOTS	122
COMMON AREA LOTS	9
TOTAL LOTS	131
EXISTING ZONING	RUT/R
EXISTING ZONING	R-3

OWNER(S)		
ENDURANCE HOLDING LLC 1977 E. OVERLAND RD BOISE, ID 83642	OPEN DOOR RENTALS LLC 1977 E. OVERLAND RD BOISE, ID 83642	BRUNEEL, JERRY Z. 3035 HAMLET LN. STAR, ID 83669
DEVELOPER		
TRILOGY DEVELOPMENT, INC. 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709		
PLANNER/CONTACT		
JANE SUGGS GEM STATE PLANNING 9839 W. CABLE CAR ST., STE. 101 BOISE, IDAHO 83709		
ENGINEER		
DAVID A. BAILEY, P.E. BAILEY ENGINEERING, INC. 1119 E. STATE ST. SUITE 210 EAGLE, IDAHO 83616		