

ORDINANCE NO. 371-2022  
(STARDALE PLACE SUBDIVISION ANNEXATION & REZONE)

AN ORDINANCE ANNEXING TO THE CITY OF STAR CERTAIN REAL PROPERTY LOCATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO; AND CONTIGUOUS TO THE CITY OF STAR; MORE SPECIFICALLY LOCATED AT 343 N. CENTER STREET, STAR, IDAHO (ADA COUNTY PARCELS (R8108001240); AND REZONING CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STAR; MORE SPECIFICALLY LOCATED AT 331 & 385 N. CENTER STREET, IN STAR, IDAHO (ADA COUNTY PARCELS R8108001065, R8108001125, R8108001183 & R8108001185 THE PROPERTIES ARE OWNED BY PIEDMONT PROJECT LLC; ESTABLISHING THE ZONING CLASSIFICATION OF THE ANNEXED AND REZONED PROPERTIES AS RESIDENTIAL WITH A DEVELOPMENT AGREEMENT (R-7-DA) OF APPROXIMATELY 3.39 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 with a zoning classification of Residential District with a Development Agreement (R-7-DA); and

WHEREAS, the real property described in Section 2 of this Ordinance is classified as Residential (R-4) under the Unified Development Code of the City, and the owner has requested that the zoning classification be changed to a Residential District with a Development Agreement (R-7-DA); and

WHEREAS, the Mayor and Council, held a public hearing on June 21, 2022 on the proposed annexation and zoning, and rezone of the property described in Section 2 below, as required by Section 67-6525, Idaho Code, and determined that the requested annexation and change in zoning classification should be granted and that the annexed and rezoned property should be zoned Residential with a Development Agreement (R-7-DA) pursuant to the Unified Development Code of the City of Star.

# EXHIBIT A



WWW.ACKERMAN-ESTVOLD.COM

October 15, 2022

Stradale Subdivision Annexation  
343 N Center Street  
Star, ID 83642

A parcel of land being a portion of Block 8 of Star Townsite 2<sup>nd</sup> Amendment also being a portion of the SW 1/4 of the SE 1/4 of Section 7, T. 4N, R.1W, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

**BEGINNING** at a chiseled cross marking the southwest corner of the parcel of land as described in deed Instrument Number 2022-017807 also being the southwest corner of tax parcel No. 1240 of said Block 8; thence on the west line of said parcel N00°27'28"E a distance of 131.59 feet to the northwest corner of said tax parcel No. 1240 also being the southwest corner of the parcel of land as described in deed Instrument Number 2022-017819; thence on the common line S88°29'25"E a distance of 238.00 feet to the northeast corner of said tax parcel No. 1240; thence S00°27'28"W a distance of 135.64 feet to the southeast corner of said tax parcel No. 1240 also being a point on the south line of said parcel of land as described in deed Instrument Number 2022-017807; thence on last said south line N87°29'59"W a distance of 238.11 feet to the **POINT OF BEGINNING.**

The above described parcel contains 31,794 square feet, more or less.



HEADQUARTERS  
1907 17TH ST SE  
MINOT, ND 58701  
701.837.8737

4165 30TH AVE S  
SUITE 100  
FARGO, ND 58104  
701.551.1250

3210 27TH ST W  
SUITE 200  
WILLISTON, ND 58801  
701.577.4127

7661 W RIVERSIDE DR  
SUITE 102  
GARDEN CITY, ID 83714  
208.853.6470

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, with a zoning classification of Residential with a Development Agreement (R-7-DA). In addition, the zoning classification for the real property described in Section 2, situated in the City of Star, Ada County, Idaho is hereby changed from Residential (R-4) to Residential with a Development Agreement, as provided by the Unified Development Code Ordinance of the City. Both are described in attachment "Exhibit A".

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-7-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-7-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 \_\_\_\_\_, 2022.

CITY OF STAR  
Ada and Canyon County, Idaho

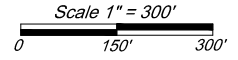
ATTEST:

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

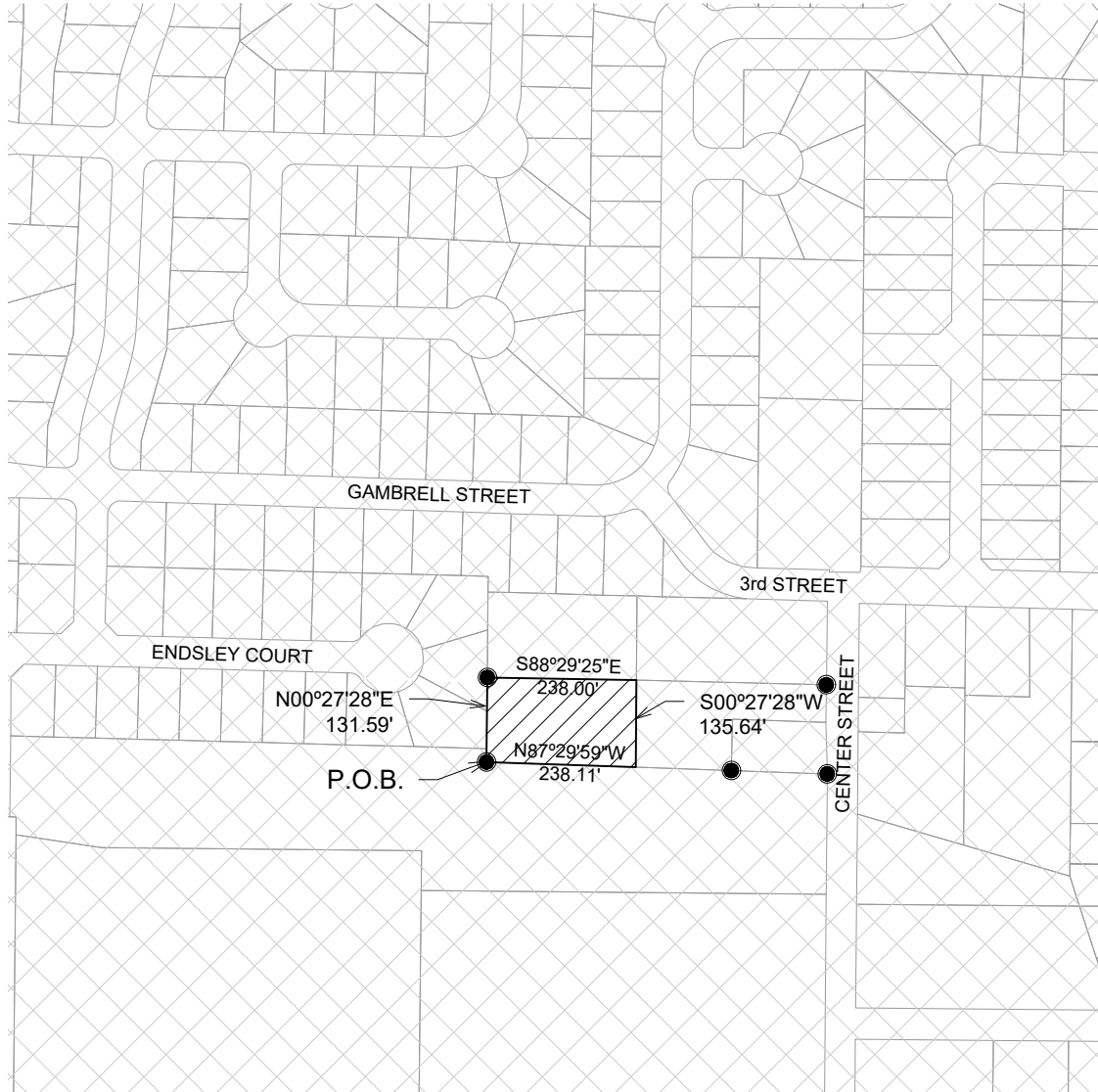
BY: \_\_\_\_\_  
Trevor A. Chadwick, Mayor

# ANNEXATION R-7-DA

PORTION OF THE SW 1/4 OF THE SE 1/4  
OF SECTION 7, T.4N., R1.W., BOISE  
MERIDIAN, CITY OF STAR, ADA COUNTY,  
IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM  
PREVIOUS PLATS DUE TO DIFFERENT METHODS  
OF MEASUREMENTS.



- FOUND MONUMENT
- B.O.B. BASIS OF BEARING
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

CITY OF STAR

AREA TO BE ANNEXED



**October 15, 2022****Stradale Subdivision Rezone  
343 N Center Street  
Star, ID 83642**

A parcel of land being a portion of Block 8 of Star Townsite 2<sup>nd</sup> Amendment also being a portion of the SW 1/4 of the SE 1/4 of Section 7, T. 4N, R.1W, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

**BEGINNING** at a chiseled cross marking the southwest corner of the parcel of land as described in deed Instrument Number 2022-017807; thence on the west line of said parcel N00°27'28"E a distance of 266,64 feet to the northwest corner of the parcel of land as described in deed Instrument Number 2022-017819; thence on the north line of last said parcel S88°29'25"E a distance of 569.54 feet to a point on the centerline of Center street; thence on the centerline of Center street S00°27'22"W a distance of 276.49 feet to a point on the easterly extension of the south line of the parcel as described in deed Instrument Number 2022-017807; thence on last said south line N87°29'59"W a distance of 569.82 feet to the **POINT OF BEGINNING**.

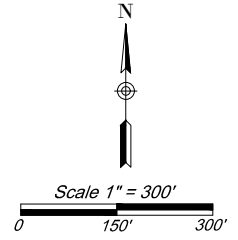
The above described parcel contains 154,643 square feet, more or less.



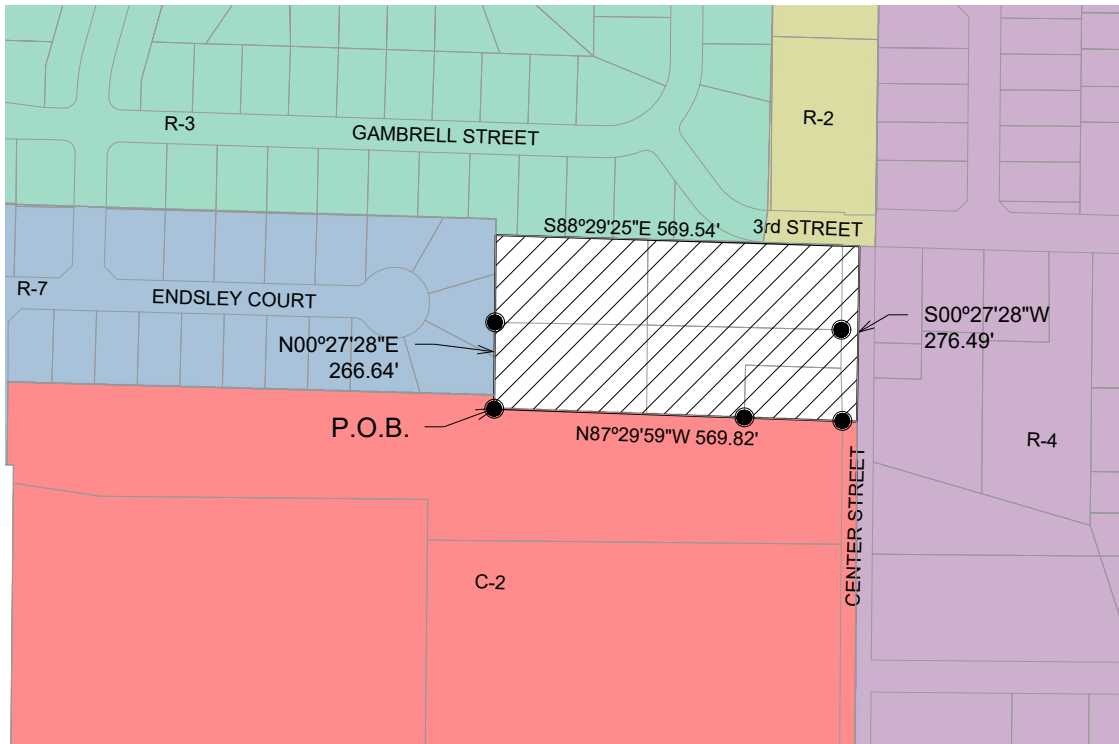
# REZONE

## R-7-DA


PORTION OF THE SW 1/4 OF THE SE 1/4  
OF SECTION 7, T.4N., R1.W., BOISE  
MERIDIAN, CITY OF STAR, ADA COUNTY,  
IDAHO.



BEARINGS AND DISTANCES MAY VARY FROM  
PREVIOUS PLATS DUE TO DIFFERENT METHODS  
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- B.O.B. BASIS OF BEARING
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 PROPOSED R-7 ZONING



## **DEVELOPMENT AGREEMENT STARDALE PLACE 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 Piedmont Project LLC, an Idaho limited liability company, hereinafter referred to as "Owner".

WHEREAS, Owner owns parcels of land of approximately 3.39 acres in size, currently located within the City of Star and Ada County, zoned RUT and R-4, and more particularly described in **Exhibit A**, which is attached hereto and incorporated by reference herein (the "Property");

WHEREAS, Owner requested that a portion of the Property be annexed into the City, that a portion of the Property be rezoned, and that the entire Property 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 rezoned 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 Annexation and Zoning, and Rezone of the Property to R-7-DA, and a preliminary plat was made as File No. AZ-22-04/RZ-21-04/DA-22-02/PP-22-03, 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 Owner 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 3.39 acres as follows:

- Zoning Classification: The zoning classification of the Property shall be a R-7-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 preliminary plat, 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 maximum of 22 residential lots. Single-Family Dwellings consistent with the building elevations illustrated in **Exhibit C** shall be constructed on all lots.

**2.4 Setbacks.** The development shall comply with the following approved setbacks and dimensional standards:

Single-family Detached Setbacks:

Max. Height	Min. Front Yard Setback	Min. Rear Yard Setback	Min. Interior Side Setback	Min. Street Side Setback
35'	15' to living area/side load garage 20' to garage face	15'	5'	20'

**2.5 Additional Requirements:**

- A second amenity shall be provided in the development. Applicant shall coordinate with City Staff on exact type.



- A pathway shall be constructed within Lot 19 to connect with the subdivision to the south. Applicant shall coordinate location with the developer to the south. Pathway shall be concrete.

**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 \$22,000.00 traffic mitigation fee determined by the Idaho Transportation Department as follows: the Developer will pay the City \$1,000.00 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 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.

**2.8 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.** At the City's request, Owner shall provide an affidavit agreeing to submit the Property to this Agreement and to the provisions set forth in Idaho Code section 67-6511A and Star Zoning Ordinance and such affidavit is incorporated herein by reference.

**Section 4. Default.** The failure of Owner, its heirs or assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, to faithfully comply with any of the terms and conditions of this Agreement shall be deemed a default herein. This Agreement may be modified or terminated by the Star City Council as set

forth in the Star City Ordinances. In the event this Agreement is modified, Owner shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Star City Ordinances, determines that this Agreement shall be terminated, the zoning of the Property or portion thereof that has not been developed in accordance with this Agreement shall revert its prior zoning designation. All uses of such property, which are not consistent with the prior zoning designation, shall cease. A waiver by the City of Star for any default by Owner of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions. Owner, by entering into this Agreement, do hereby consent to a reversion of the subject property to its prior zoning designation in the event there is a default in the terms and/or conditions of this Agreement.

**Section 5. Unenforceable Provisions.** If any term, provision, commitment or restriction of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the instrument shall remain in full force and effect.

**Section 6. Assignment and Transfer.** After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of 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 neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

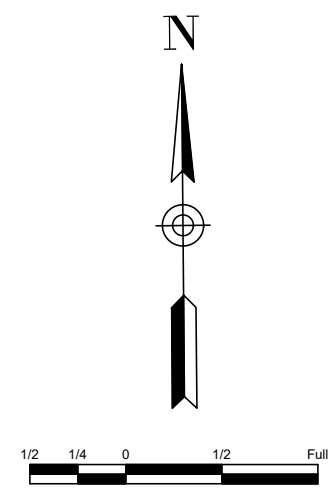




# PRELIMINARY PLAT FOR STARDALE PLACE SUBDIVISION

A PORTION OF THE SOUTHWEST 1/4 OF THE  
SOUTHEAST 1/4 OF SECTION 7, T.4N., R. 1W.,  
CITY OF STAR, ADA COUNTY, IDAHO.

JUNE 2022 SCALE: 1" = 20' SHEET 1 OF 1



Graphic Scale:

Attention is Drawn to the Fact That Drawing Scales May be  
Altered During Reproduction Processes. Scales Shown  
Hereon are Based on a Full Scale Sheet Size of 24" x 36".

Scale: 1" = 20'

## EXHIBIT B

### LEGEND:

- SET 5/8" REBAR WITH PLASTIC CAP MARKED  
LS 18350
- ▲ FOUND MONUMENT AS NOTED
- CALCULATED POINT - NOTHING FOUND OR SET
- B.O.B. BASIS OF BEARING
- CP&F CORNER PERPETUATION AND FILING RECORD
- SUBJECT PARCEL
- - - PROPERTY LINE
- - - REFERENCE BOUNDARIES
- - - EASEMENT

### PRELIMINARY PLAT DATA

TOTAL SITE AREA	3.39 ACRES
SINGLE-FAMILY RESIDENTIAL (64.60%)	2.19 ACRES
RIGHT-OF-WAY (26.84%)	0.91 ACRES
COMMON AREA (15.34%)	0.52 ACRES
EXISTING ZONING	R-4
PROPOSED ZONING	R-7
SINGLE-FAMILY RESIDENTIAL LOTS	23
OPEN SPACE/COMMON LOTS	3
PUBLIC ROAD	1
TOTAL LOTS	27
GROSS RESIDENTIAL DENSITY	6.78 DU/ACRE
NET RESIDENTIAL DENSITY	10.50 DU/ACRE

### AMENITIES

1. WALKING PATHWAYS
2. GAZEBO
3. BENCHES

### NOTES

1. SANITARY SEWER AND DOMESTIC WATER SERVICES TO BE PROVIDED BY EXTENSION OF STAR SEWER & WATER DISTRICT.
2. SUBJECT PROPERTY DOES NOT FALL WITHIN ANY FEMA FLOOD HAZARD ZONE - SEE FIRM PANEL 16001C0130J DATED 06/19/2020.
3. ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
4. UNLESS OTHERWISE SHOWN AND DIMENSIONED, ALL LOTS ARE HEREBY DESIGNATED AS HAVING A PERMANENT EASEMENT FOR PUBLIC UTILITIES, IRRIGATION, AND LOT DRAINAGE OVER THE FIVE (5) FEET ADJACENT TO ANY INTERIOR SIDE LOT LINE, AND OVER THE TEN (10) FEET ADJACENT TO ANY REAR LOT LINE OR SUBDIVISION BOUNDARY.
5. THIS SUBDIVISION WILL BE SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT WITH THE CITY OF STAR.
6. IRRIGATION WATER SHALL BE PROVIDED BY THE MIDDLETON IRRIGATION ASSOCIATION IN COMPLIANCE WITH IDAHO CODE 31-3805(B). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS, AND THE INDIVIDUAL LOTS WILL BE SUBJECT TO IRRIGATION WATER ASSESSMENTS.
7. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF STAR OR AS OTHERWISE APPROVED IN THE DEVELOPMENT AGREEMENT.
8. LOTS 19, 25, AND 26 ARE COMMON/OPEN SPACE LOTS TO BE OWNED AND MAINTAINED BY STARDALE PLACE HOME ASSOCIATION OR ITS ASSIGNS.
9. LOTS 25 AND 26 WILL CONTAIN UNDERGROUND SEEPAGE BEDS FOR DRAINAGE OF THE SUBDIVISION.

### OWNER OF RECORD

FRANK ROWE  
343 N CENTER STREET  
STAR, ID 83669

FREMANTLE DEVELOPMENT  
784 S CLEARWATER LOOP STE B  
POST FALLS, ID 83854

### DEVELOPER

BRUCE HESSING  
2338 W BOULDER BAR DR  
MERIDIAN, ID 83646

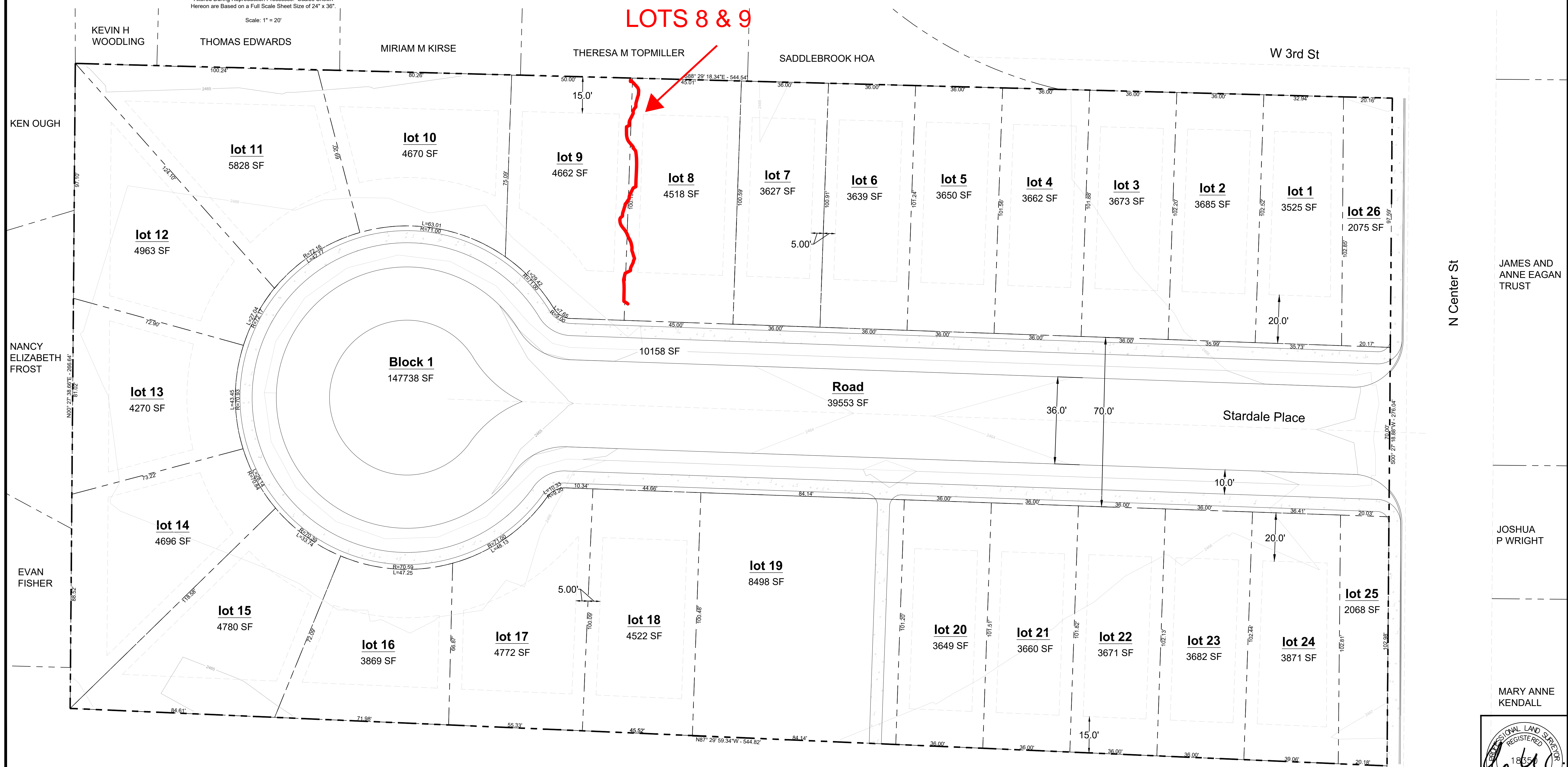
### ENGINEER/SURVEYOR

ANTONIO CONTI PE, PLS  
7661 WEST RIVERSIDE DR., STE 102  
GARDEN CITY, ID 83714



7661 West Riverside Drive, Ste. 102 - Garden City, ID 83714  
208.853.6470 - www.ackerman-estvold.com  
Minot, ND | Fargo, ND | Williston, ND | Boise, ID

**COMBINE  
LOTS 8 & 9**



STARDALE PLACE SUBDIVISION  
385 N CENTER STREET  
STAR, IDAHO

DRAWN BY: CDJ  
CHECKED BY: AMC

DATE: 06/13/2022

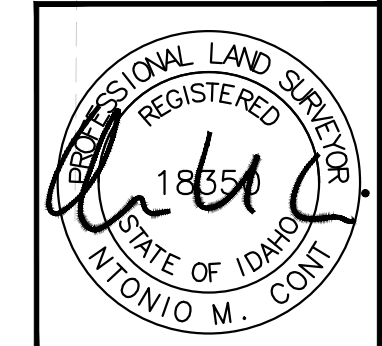
REVISIONS	
#	DATE

MARY ANNE  
KENDALL

Project No.  
R21227

PRELIMINARY  
PLAT

1.0





# EXHIBIT C

## D. Conceptual Building Elevations









