



## CITY OF STAR

# LAND USE STAFF MEMO

**TO:** Mayor & Council

**FROM:** Shawn L. Nickel, City Planner *Shawn L. Nickel*

**MEETING DATE:** **June 21, 2022 – PUBLIC HEARING**

**FILE(S) #:** DA-20-16-MOD Development Agreement Modification  
Whitener 10206 W. State Street

### OWNER/APPLICANT/REPRESENTATIVE

**Property Owner:**

10206 West State Street LLC  
Evan McLaughlin  
2001 N. 20<sup>th</sup> Street  
Boise, ID 83702

**Applicant/Representative:**

Jeff Likes  
ALC Architecture  
1119 E. State Street Suite 120  
Eagle, Idaho 83616

### REQUEST

**Request:** The Applicant is requesting to review the modified Development Agreement with Council that was acted upon by them on April 19, 2022. Specifically, the applicant would like to discuss the parking conditions that were placed on the development by Council requiring shared parking with adjacent properties.

**Property Location:** The subject property is at 10206 W. State Street and is generally located on the north side of W. State Street, east of N. Taurus Way in Star, Idaho. Ada County Parcel No. S0408438600.

**FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPMENT  
AGREEMENT  
WHITENER REZONE- PLANNED UNIT DEVELOPMENT**

This First Amendment to the Amended and Restated Development Agreement (this "First Amendment") is entered into as of the date set forth below by and between the City of Star, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and 10206 West State Street, LLC, hereinafter referred to as "Owner" and "Developer".

WHEREAS, the City and Owner/Developer previously entered into that certain Amended and Restated Development Agreement dated effective November 24, 2021 (the "Amended Development Agreement") relating to the development of certain real property located in Ada County, Idaho, recorded on November 24, 2021 as Instrument No. 2021-168045 as more particularly described in the Development Agreement (the "Property"); and

WHEREAS, Owner/Developer desires to modify the Amended and Restated Development Agreement, in connection with City of Star File Number DA-20-16-MOD, to include additional terms and conditions of the Amended and Restated Development Agreement and this First Amendment; and

WHEREAS, on July 28, 2020, the Property was rezoned CBD-PUD-DA and made subject to that certain Development Agreement, dated February 9, 2020 between City and Philip D. Whitener and Mary Jo Prather, husband and wife, recorded with Ordinance No. 328 on February 10, 2020 as Instrument No. 2021-022614 in the office of the Ada County Recorder ("Original Development 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, and for a specific purpose or use and with specific approved design and dimensional standards;

WHEREAS, the City has the ability to modify the Development Agreement pursuant to the provisions of Idaho Code Section 67-6509, as required by the Star City Ordinances, Title 8, Chapter 1; and

WHEREAS, it is the intent and desire of the parties hereto to proceed with development of the Property in accordance with this Agreement, which the parties agree will the Amended and Restated Development Agreement;

WHEREAS, the intent of this Agreement is to protect the rights of Owner's and Developer'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, for and in consideration of the mutual covenants, duties and obligations herein set forth, the parties hereby agree as follows:

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

- Commercial Uses – Current CBD Zoning Standards
- Minimum Residential Lot Frontage: 30 feet
- Front Setbacks (Measured from the back of sidewalk or property line): 20 feet for garage; 10' Living Area
- Rear Setbacks: 20 feet or 5' maximum for alley loaded garages;
- Interior Setbacks: 5' side for detached, 0' feet (for zero-lot lines)
- Local Street Side Setbacks: 20 feet
- Maximum Building Height: **45-feet maximum for commercial structures.**
- **Parking is approved for 3-commercial buildings with 118 total parking spaces until a time that a shared parking agreement is obtained from properties to the east and/or west with a minimum of 20 additional spaces, at which time the forth building can be built and the parking requirements may be reduced.**
- **The applicant shall use the Architectural Design Guidelines for all commercial structures in this development.**

2. **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:	10206 West State Street LLC Evan McLaughlin 2001 N. 20 <sup>th</sup> Street Boise, Idaho 83702

3. **First Amendment Controls.** All terms set forth in the Amended and Restated Development Agreement shall remain unchanged and in full force and effect, except as amended by this First Amendment; and in the event of any conflict between the terms and conditions of this First Amendment and the Amended and Restated Development Agreement, this First Amendment shall control.

4. **Effective Date.** This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of this Agreement.

*[end of text; signatures and exhibits follow]*

**IN WITNESS WHEREOF**, the parties have hereunto caused this Agreement to be executed on the day and year set forth below.

Dated this \_\_\_\_\_ day \_\_\_\_\_, 2022.

CITY OF STAR

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

ATTEST:

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

OWNER:

\_\_\_\_\_  
10206 West State Street LLC  
Evan McLaughlin, Member

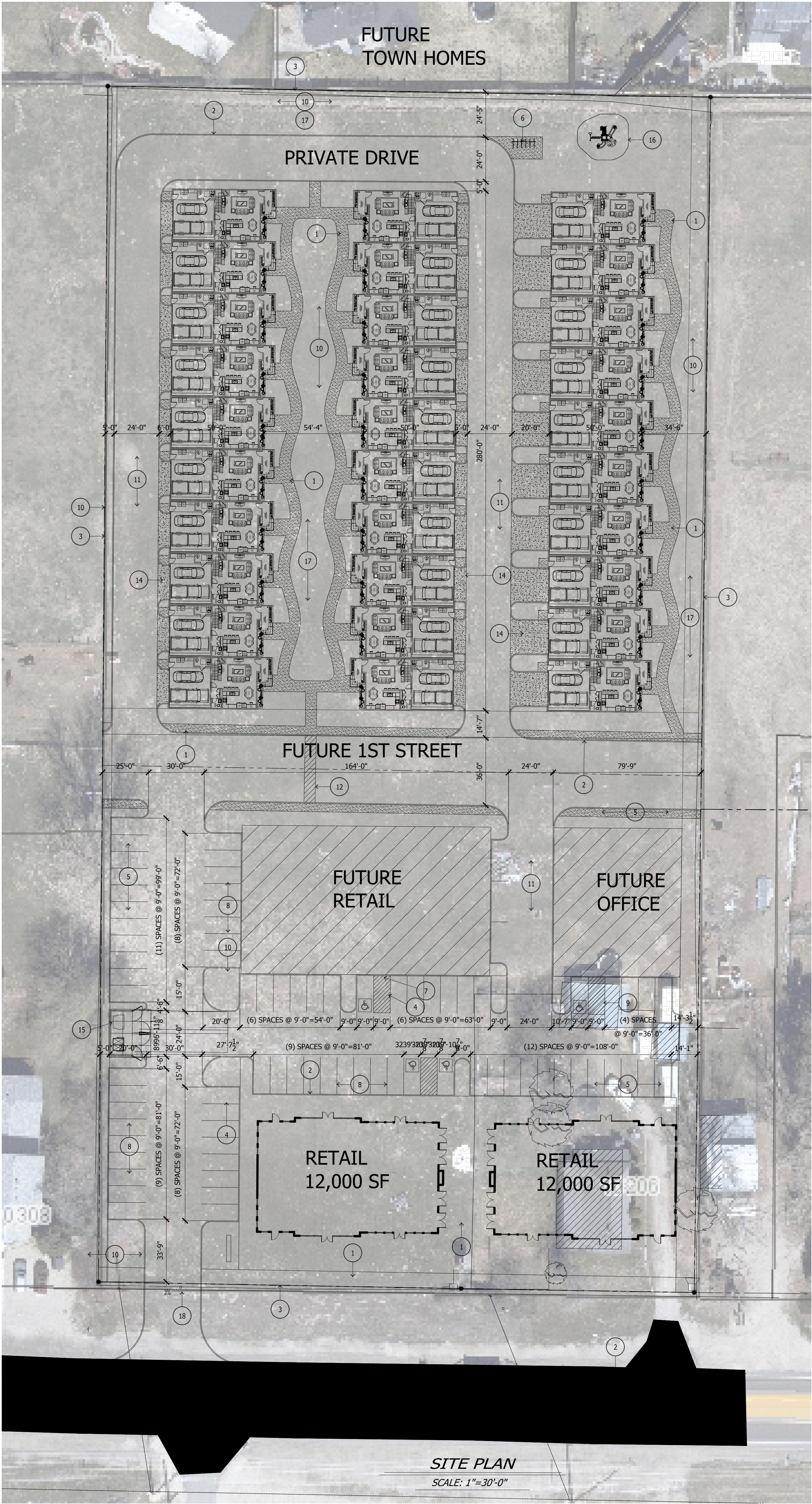
STATE OF IDAHO    )  
                              ) ss.  
County of Ada        )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known or identified to me to be the persons 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: \_\_\_\_\_





**SITE DATA**

ADDRESS:  
10206 W STATE ST

APN:  
R0408438600

JURISDICTION:  
CITY OF STAR

ZONE:  
CBDPUD/DA

LOT AREA:  
4.760 ACRES (207,345 S.F.)

BUILDING SIZE:  
RETAIL: 22,700 S.F.  
RESIDENTIAL: 77,250 S.F.

SITE PERCENTAGE FOR EACH USE:  
RETAIL: 98,170 SF (47%)  
RESIDENTIAL: 109,500 SF (53%)

RETAIL PARKING PROVIDED:  
STANDARD SPACES: 73  
HANDICAP SPACES: 4  
TOTAL SPACES: 77

RESIDENTIAL PARKING PROVIDED:  
GARAGE SPACES: 60

RESIDENTIAL BUILDING SIZE:  
MAIN LEVEL LIVING: 722 SF  
SECOND LEVEL LIVING: 1,209 SF  
TOTAL LIVING: 1,931 SF  
GARAGE: 644 SF

BICYCLE PARKING:  
9 SPACES RACK

**KEYNOTES**

1. CONCRETE DECK/WALK SLAB OVER COMPACTED SAND AND GRAVEL BASE WITH CONTROL JOINTS AT 6'-0" O.C. AND EXPANSION JOINTS AT 20'-0" O.C. MAX. WITH LIGHT BROOM FINISH. SLOPE FOR POSITIVE DRAIN AWAY FROM BUILDING.
2. CONCRETE CURB.
3. PROPERTY LINE.
4. TYPICAL HANDICAP SPACE W. SYMBOL, RAMP AND SIGN
5. TYPICAL STANDARD PARKING SPACE, 9'-0" X 20'-0"
6. BICYCLE RACK.
7. PEDESTRIAN RAMP, 1:12 SLOPE W. SCORING AT 6" O.C.
8. TYPICAL PARKING STRIPING WITH (2) COATAS 4" WIDE REFLECTIVE TRAFFIC WHITE PAINT.
9. ADA ACCESS LANE WITH 4" WIDE DIAGONAL PAINTED STRIPING AT 24" O.C.
10. LANDSCAPE. SEE LANDSCAPE PLANS.
11. ASPHALT PAVING.
12. CROSS WALK
13. GUEST PARKING
14. CONCRETE DRIVEWAY
15. TRASH ENCLOSURE
16. TOT LOT- PLAYGROUND
17. LARGE OPEN SPACE- AMENITY
18. PROPOSED FULL ACCESS