



029

BEFORE THE BOARD OF DIRECTORS OF
STAR SEWER & WATER DISTRICT,
ADA COUNTY, IDAHO

IN THE MATTER OF THE INCLUSION) ORDER OF
OF CERTAIN REAL PROPERTY WITHIN THE) INCLUSION AND
STAR SEWER AND WATER DISTRICT) ANNEXATION
GENERALLY KNOWN AS ADA COUNTY)
EMERGENCY MEDICAL RESPONSE STATION)

THIS MATTER having come on regularly for hearing on the 19th day of August, 2008, pursuant to a petition filed with the Board of the Star Sewer and Water District (the District) on or about October 7, 2008, filed and presented by Ada County, petitioners and owners of the real property proposed for inclusion, and pursuant to a notice by publication in The Idaho Statesman, a newspaper of general circulation within the District, on August 8, 2008 and August 15, 2008, the proof of which more fully appears in the Affidavits of Publication attached hereto as Exhibit "A." The Board has heard, considered, and passed upon any protests that were presented at or filed in writing in advance of the hearing held and conducted on August 19, 2008, as fully set forth in the proceedings of said hearing, and all of such protests are hereby overruled. No Petitioner has withdrawn his or her petition subsequent to the announcement of the conditions set forth below. Since the property proposed to be annexed was not contained in the original boundaries of the District, the Board will require that the property be annexed subject to the Conditions of Annexation attached hereto as Exhibit "B."

Upon examining the Petition for Annexation (inclusion) of Property, hearing and examining the Petitioners and examining all proof (documentary and oral) submitted for the Board's consideration, the Board found and concluded that (i) the said Petition for

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Annexation (inclusion) of Property was in substantial compliance with the law and executed by the Petitioners and acknowledged in the manner required by law; (ii) it would be in the best interest of the District and the Property affected to annex and include the property of the Petitioners, subject to all conditions enumerated in the said Petition and as hereinafter specified; (iii) the Notice of Hearing of said Petition was given in the manner required by law; and (iv) there is not a good cause to deny the Petition for Annexation.

NOW, THEREFORE, IT IS ORDERED that it is in the best interests of the Petitioners and the District that the property (and as more specifically described in Exhibit "B" (Conditions of Annexation), attached hereto) be and the same is hereby included within the District subject to all of the (i) limitations and obligations imposed by Sections 42-3218 and 42-3220, Idaho Code, (ii) all the conditions enumerated and specified in the Petition for Annexation; and (iii) subject to all conditions specified in the Conditions of Annexation as announced and passed at the Board meeting of August 19, 2008, pursuant to the above conditions.

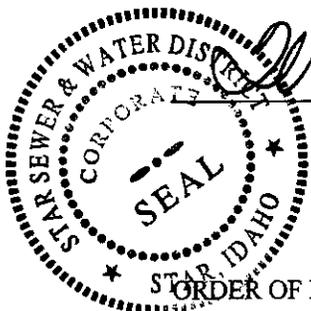
ADOPTED AND APPROVED by the Board of Directors of the Star Sewer and water District of Ada County, Idaho this 19th day August, 2008.

STAR SEWER AND WATER DISTRICT


Chairman

ATTEST:


Secretary



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Idaho Statesman

P.O. Box 40, Boise, Idaho 83707-0040

LEGAL ADVERTISING PROOF OF PUBLICATION

Account # 118325	DT# 379936	Identification LEGAL NOTICE NOTICE OF HEARING	Amount \$222.62
Attention: TERRA WHITE	P.O. #	Run Dates AUGUST 9, 15, 2008	
STAR SEWER & WATER DISTRICT PO BOX 400 STAR, IDAHO 83669		Number of Lines 2 X 62	
		Affidavit 1	Legal #

LEGAL NOTICE

NOTICE OF HEARING ON PETITIONS AND CONSIDERATION OF INCLUSIONS FOR THE ANNEXATION OF PROPERTY INTO THE STAR SEWER & WATER DISTRICT

NOTICE IS HEREBY GIVEN that the following listed property under consideration by Board of Directors for inclusion into the District and the petitions of the following property owner for the annexation of certain areas into the Star Sewer and Water District, subject to conditions imposed by the District's Board of Directors, will be heard by the Board on August 19, 2008, at 4:00 P.M. Said hearing will be held at the Star Sewer and Water District, located at 100 S. Star Rd., Star, Idaho.

Any person or persons opposing this annexation shall show cause, in writing, if any have, why the petition and/or inclusions should not be granted. Written comments will be accepted during the regular working hours of Star Sewer and Water District until 5:00 p.m. on August 18, 2008.

Failure of any person to show cause, in writing, shall be deemed as an assent to the annexation of such lands into the District as prayed in the petition(s) and those parties listed and under consideration. The Board shall have full discretion to determine if the petition(s) and/or inclusions shall be granted. The real property that has been petitioned for inclusion and annexation and is being considered for inclusion into the Star Sewer and Water District, situated in Ada County, Idaho, is described more particularly as follows and the proposed annexation agreements are with the following owner: Ada County, LLC.

PARCEL 1

BOUNDARY DESCRIPTION ADA COUNTY

SECTION OF THE SOUTHWEST ¼ OF SECTION 9, T 4 N, R 1 W, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH ¼ CORNER OF SECTION 9, T 4 N, R 1 W, B.M., ADA COUNTY, IDAHO, (THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH SECTION LINE OF SAID SECTION 9 BETWEEN THE SOUTH ¼ CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 9, SAID LINE BEARS S 89°58'06" W), THENCE

ALONG THE SECTION LINE OF SAID SECTION 9
58°06' W 490.00 FEET, THENCE LEAVING THE SECTION LINE
08°14' E 473.15 FEET TO THE POINT OF BEGINNING, THENCE

08°14' E 150.00 FEET, THENCE

58°06' E 271.80 FEET, THENCE

08°14' W 150.00 FEET, THENCE

58°06' W 271.80 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 40770 SF, .936 ACRES.

PARCEL 1 AND MOYLE

INGRESS, EGRESS AND UTILITY EASEMENT

SECTION OF THE SOUTHWEST ¼ OF SECTION 9, T 4 N, R 1 W, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 9, T 4 N, R 1 W, B.M., ADA COUNTY, IDAHO, (THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH SECTION LINE OF SAID SECTION 9 BETWEEN THE SOUTH ¼ CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 9, SAID LINE BEARS S 89°58'06" W), THENCE

ALONG THE SECTION LINE OF SAID SECTION 9
58°06' W 490.00 FEET TO POINT, THENCE LEAVING SAID SECTION LINE
08°14' E 26.76 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF HIGHWAY

AT THE POINT OF BEGINNING THENCE CONTINUING
08°14' E 596.39 FEET TO THE NORTHWEST CORNER OF PARCEL 1, THENCE

58°06' E 54.00 FEET, THENCE
08°14' W 596.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF HIGHWAY

4, THENCE ALONG SAID RIGHT OF WAY
16°05' W 54.00 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 0.739 ACRES.

PARCEL CONTAINS 0.739 ACRES.

DATE: AUG. 9, 15, 2008

JANICE HILDRETH, being duly sworn, deposes and says: That she is the Principal Clerk of *The Idaho Statesman*, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in *The Idaho Statesman*, in conformity with Section 60-108, Idaho Code, as amended, for:

TWO

<input type="checkbox"/> consecutive weekly	<input type="checkbox"/> single
<input type="checkbox"/> consecutive daily	<input checked="" type="checkbox"/> odd skip

insertion(s)

beginning issue of: AUGUST 9, 2008

ending issue of: AUGUST 15, 2008

Janice Hildreth

STATE OF IDAHO)

) ss

COUNTY OF ADA)

On this 15 day of AUGUST in the year of 2008

before me, a Notary Public, personally appeared before me Janice Hildreth known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Notary Public for Idaho

Residing at: Boise, Idaho

My Commission expires: _____

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EXHIBIT B

ORIGINAL

BEFORE THE BOARD OF DIRECTORS OF THE
STAR SEWER AND WATER DISTRICT
ADA COUNTY, IDAHO

IN THE MATTER OF THE INCLUSION)	
INTO THE STAR SEWER AND WATER)	
DISTRICT CERTAIN REAL PROPERTY)	
GENERALLY KNOWN AS THE ADA COUNTY)	CONDITIONS OF
EMERGENCY MEDICAL RESPONSE STATION)	ANNEXATION
THAT IS MORE PARTICULARLY)	
DESCRIBED IN ATTACHMENT A)	
_____)	

WHEREAS, Petitioner would like to build an emergency medical response station on Certain Real Property; and

WHEREAS, Petitioner filed a Petition for the Inclusion of Certain Real Property in the Star Sewer and Water District on February 14, 2008; and

WHEREAS, the Star Sewer and Water District ("District") held a public hearing on August 19, 2008, pursuant to Idaho Code Section 42-3218; and

WHEREAS, the Board of Directors ("Board") of the District has determined that it is in the best interest of the District to annex the petitioned property into the District subject to certain conditions.

NOW THEREFORE, THE STAR SEWER AND WATER DISTRICT BOARD OF DIRECTORS HEREBY MAKES THE FOLLOWING CONDITIONS OF ANNEXATION:

1. The Petitioner shall be required to construct and pay for all sewer lines, sewer service lines, all water lines, water service lines, water meter facilities, fire hydrants, valves, and all other water and sewer appurtenances including road repairs necessary to extend sewer collection lines and water lines from the District's existing collection lines and water system to and throughout the Petitioner's property in accordance with the District water and sewer standards and specifications. The Petitioner shall employ an engineer, registered in the State of Idaho, to design and inspect water and sewer facilities in accordance with DEQ and District standards. The Petitioner's engineer shall provide full time inspection during major construction activities and shall submit a

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certification letter to the District certifying that the water and sewer facilities were installed in accordance with District and DEQ standards and specifications.

2. Sewer service from the District calls for the need to construct sewer lines through the Petitioner's property in accordance with District standards. The Petitioner shall, therefore, provide a platted road or a dedicated easement through the Petitioner's property following a jointly agreed upon alignment at no cost to the District. These required easements or road right-of-ways shall provide a sixty (60) foot temporary construction easement and a twenty (20) foot permanent maintenance easement. Either the District or the Petitioner may construct these sewer lines. If the District elects to have the Petitioner responsible for the construction of these sewer lines, they shall do so under the following conditions. When the Petitioner is responsible for constructing the sewer lines, the Petitioner shall construct these sewer lines at the appropriate line and grade as provided by the District. In this case, the Petitioner shall be responsible to pay for all costs associated with design, construction and construction supervision and inspection for all sewer lines.

3. Water service from the District calls for the need to construct water transmission line facilities through the Petitioner's property. The Petitioner shall be required to construct and install, at the Petitioner's expense, these water transmission facilities including water lines, valves, and fire hydrants in accordance with District standards. The Petitioner shall provide a fifty (50) foot temporary construction easement and a twenty (20) foot permanent easement for all such water transmission lines at no additional cost to the District.

4. The Petitioner shall be required to pay Service Availability Fees for both water and sewer for each equivalent residential lot or equivalent dwelling unit prior to constructing the facility. These fees represent the cost to the District of providing sewer facilities and water supply facilities in the proper location and of sufficient size and capacity to provide future water and sewer service. The Sewer Service Availability Fee shall be paid at the current rate as set by the Board of the Directors. The rate at this time for the sewer service availability fee is \$3,500.00 per equivalent dwelling unit and the water service availability fee is \$1,000.00 per equivalent dwelling unit. These service availability fees are set by the District periodically and will remain the same for all

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equivalent dwelling units until the board adjusts such service availability fees by resolution.

5. The Petitioner shall be responsible to reimburse the District for all costs associated with legal, engineering, and administrative fees associated with the annexation. These annexation fees shall include time required for the District Engineer to review the water and sewer system plans and specifications and additional time necessary for the District to assure that the Petitioner is providing adequate inspection and certification of the construction of all water and sewer facilities. Once the District Engineer has accepted the construction and Petitioner certification of the water and sewer facilities, the District will assume maintenance responsibilities of the water and sewer facilities excluding service lines.

6. The Petitioner shall have his engineer design all water and sewer facilities using the new USGS horizontal and control datum. The USGS datum points are based horizontally on the North American Datum of 1983 (NAD 83) and vertically on the North American Vertical Datum of 1988 (NAVD 88). The location and identification number of each control point is available through the USGS. The Star control point has been labeled point number 154 and is located on Star Road just north of State Highway 44. The Petitioner shall be required to verify the xyz coordinates of this point and submit to the District Engineer prior to commencing survey and control work for his development.

7. The Petitioner shall be required to submit to the District a set of as-built plans on Mylar as well as on CD-ROM or disc in AutoCAD format. The CD-ROM shall contain all coordinates and shall also present, in separate overlays, all separate utilities such as sanitary sewer, storm sewer, water lines, irrigation lines, and all other utilities that are available to the Petitioner's engineer, such as gas lines, power lines, cable T.V. lines, etc. In the event the District adopts GIS Standards, the Petitioner agrees to provide record drawing information in accordance with these standards for the Petitioner's development that are developed after these standards are adopted. These record drawings shall also contain all xyz coordinates for all manholes, gate valves, fire hydrants, water meters, water blow off valves, and the end of each sanitary service line adjacent to the property lines. A xyz coordinate for each storm sewer, catch basin, and all storm sewer manholes shall be provided on the as-built data. In summary, these record drawings shall contain all

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information on separate overlays for property lines, street improvements, water lines, sewer lines, storm sewer lines, irrigation lines, sanitary sewer service lines, water service lines, other utility lines, sidewalks, etc. This record drawing information shall be submitted within 90 days of the completion of construction of the Petitioner's development. The Petitioner agrees to pay the District for collecting this as-built information, if the Petitioner has not submitted the required record drawing information within 90 days after the completion of construction the development.

8. The Petitioner, shall at his expense, have all sewer collection lines inspected by an approved closed circuit television camera with videotaping (T.V. inspection) after construction of the sewer lines and sewer service lines and prior to issuance of sewer and water permits, whichever occurs first. If any portion or segment of the sewer lines is found to be in noncompliance with the specifications, the Petitioner shall be responsible to excavate and make necessary repairs to the sewer lines as directed by the District Engineer. The Petitioner shall then be responsible to re-T.V. inspect the segments of line that have been repaired. The Petitioner shall provide the District an 18-month warranty guarantee for all sewer and water facilities constructed by the Petitioner. Within 18-month warranty period, and when the water table is high, the District will re-T.V. inspect all of the sewer lines constructed by the Petitioner. The Petitioner shall be required to pay the District the cost to clean and re-T.V. all sewer lines constructed by the Petitioner. This cost shall be calculated at the time the T.V. inspection is complete and shall not be less than the actual cost incurred by the District. The District reserves the right to suspend issuance of sewer and/or water permits if the Petitioner fails to comply with this section. During this re-T.V. inspection, the Petitioner shall have a representative present during this re-T.V. inspection. Should there be evidence of continued or additional noncompliance, which, in the opinion of the District Engineer, warrants replacement or repair, the Petitioner shall, upon order of the engineer, correct these defects as required under the contractor's 18-month warranty guarantee. The Petitioner shall then be responsible to re-T.V. inspect the areas that have been repaired to verify, through additional television inspection, that the sewer lines have been corrected.

9. Additional Conditions:

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A. The Petitioner shall be required to pay a Sewer Interceptor Line Fee for all equivalent residential lots or proposed dwellings units, including commercial units approved for sewer connections to be located on Petitioner's property within 120 days from the date of the issuance of the will-serve letter issued on behalf of the District to DEQ regarding each phase of the Petitioner's development. This fee represents the Petitioner's share of the District's cost for constructing interceptor facilities in the appropriate location and of sufficient size and capacity to provide sewer service for the Petitioner's property. Such Sewer Interceptor Line Fee shall be \$1,200.00 for each equivalent residential lot or equivalent dwelling unit. The District Sewer Interceptor Line Fee may be adjusted from time to time by board action to cover increases in costs over time. Sewer and/or water connections may be withheld until the Petitioner's have paid all fees in accordance with these conditions.

B. Petitioner will be responsible for securing written permission from the Republic Storage Complex to discharge sewer into the pressure sewer system constructed by Republic Storage Complex for one for temporary sewer service for the Ada County Emergency Response Station only. The Petitioner will be responsible for constructing any and all facilities necessary to connect to the Republic Storage pressure sewer system and any improvements to the Republic Storage pressure sewer system necessary to accommodate service to the Republic Storage sewer system. The Petitioner will also be responsible to own, operate, maintain, and abandon any pressure sewer facilities and any sewer facilities on private property. The Petitioner will be required to construct the necessary facilities to hook-up to the District's sewer collection system when it is within 200 feet of the Petitioner's property at the Petitioner's expense. The Petitioner will also be required to pay any applicable hook-up fees at the time of connection. The Petitioner further agrees that he will receive written approval from the District Engineer of all sewer facilities that will serve Petitioner's property.

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C. The Petitioner understands that all developments will compete for sewer and water permits on a first come, first serve basis. Prior to issuance of a permit, the District has the authority to add additional restrictions.

D. The Petitioner agrees that he will be responsible for extending water service from the District's existing potable water system to and throughout his property with pipe diameters of sufficient size to provide adequate potable water service and fire protection to the entire development. These water lines shall be extended in accordance with the District water system master plan. The Petitioner also agrees to provide water stubs to adjacent properties to the north, south, east, and west for future development if required by the District. The Petitioner further agrees that he will receive written approval from the District Engineer of the water system that will serve the Petitioner's property.

The Petitioner further agrees to construct any improvements necessary to satisfy the Star Fire Department fire protection requirements.

10. If payments of all fees are not paid in accordance with these conditions, the District reserves the right to deny all sewer and water connection permits until these conditions has been met. The Petitioner also agrees to pay to the District a monthly penalty equivalent to 1.5% of the amount due for each month that payment is overdue until all fees and penalties are fully paid.

11. The Petitioner agrees to inform all buyers of the Petitioner's property of these conditions of this annexation, which includes but are not limited to the agreement requiring the payment of the Water and Sewer Service Availability Fees prior to constructing any dwelling units (including apartments, modular homes, mobile homes, houses, etc.). Should the use of this property change from an emergency medical response station, District approval must be secured to ensure that the water and sewer facilities and fees are sufficient for the new use.

12. Within 10 days after the terms and conditions are announced at the hearing before the Board, the majority of the Petitioners may withdraw their petitions and no further proceedings shall hereafter be had by the Board upon such Petition.

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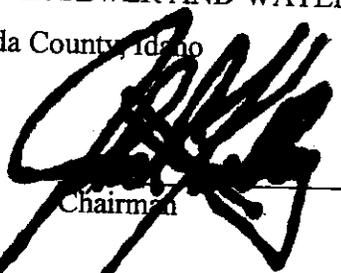
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13. If after eighteen months the Petitioner has failed to begin construction on sewer and water lines and/or comply with these Conditions of Annexation, the District may at their option, begin proceedings to de-annex the property from the Star Sewer and Water District.

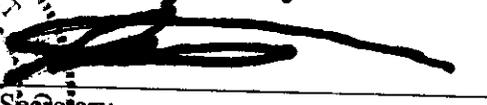
DATED this 17th day of August, 2008.

STAR SEWER AND WATER DISTRICT
Ada County, Idaho



Chairman

ATTEST:



Secretary



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I agree to these conditions of annexation

DATED this 14 day of October, 2008.

Fred Tilman
Name

Chairman
Title

Fred Tilman
Signature

Attest: David Navarro

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**ATTACHMENT A
LEGAL DESCRIPTION**

**PARCEL 1
BOUNDARY DESCRIPTION
ADA COUNTY**

A PORTION OF THE SOUTHWEST ¼ OF SECTION 9, T 4 N., R 1 W., BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 9, T 4 N, R 1 W, B.M., ADA COUNTY, IDAHO, (THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH SECTION LINE OF SAID SECTION 9 BETWEEN THE SOUTH ¼ CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 9, SAID LINE BEARS S 89°58'06" W), THENCE ALONG THE SECTION LINE OF SAID SECTION 9

S 89°58'06" W 490.00 FEET, THENCE LEAVING THE SECTION LINE
N 00°08'14" E 473.15 FEET TO THE POINT OF BEGINNING, THENCE

N00°08'14" E 150.00 FEET, THENCE
N 89°58'06" E 271.80 FEET, THENCE
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SAID PARCEL CONTAINS 40770 SF, .936 ACRES.

**PARCEL 1 AND MOYLE
INGRESS, EGRESS AND UTILITY EASEMENT**

A PORTION OF THE SOUTHWEST ¼ OF SECTION 9, T 4 N., R 1 W., BOISE MERIDIAN, CITY OF STAR, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 9, T 4 N, R 1 W, B.M., ADA COUNTY, IDAHO, (THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH SECTION LINE OF SAID SECTION 9 BETWEEN THE SOUTH ¼ CORNER AND THE SOUTHWEST CORNER OF SAID SECTION 9, SAID LINE BEARS S 89°58'06" W), THENCE ALONG THE SECTION LINE OF SAID SECTION 9

S 89°58'06" W 490.00 FEET TO POINT, THENCE LEAVING SAID SECTION LINE
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N 00°08'14" E 596.39 FEET TO THE NORTHWEST CORNER OF PARCEL 1,
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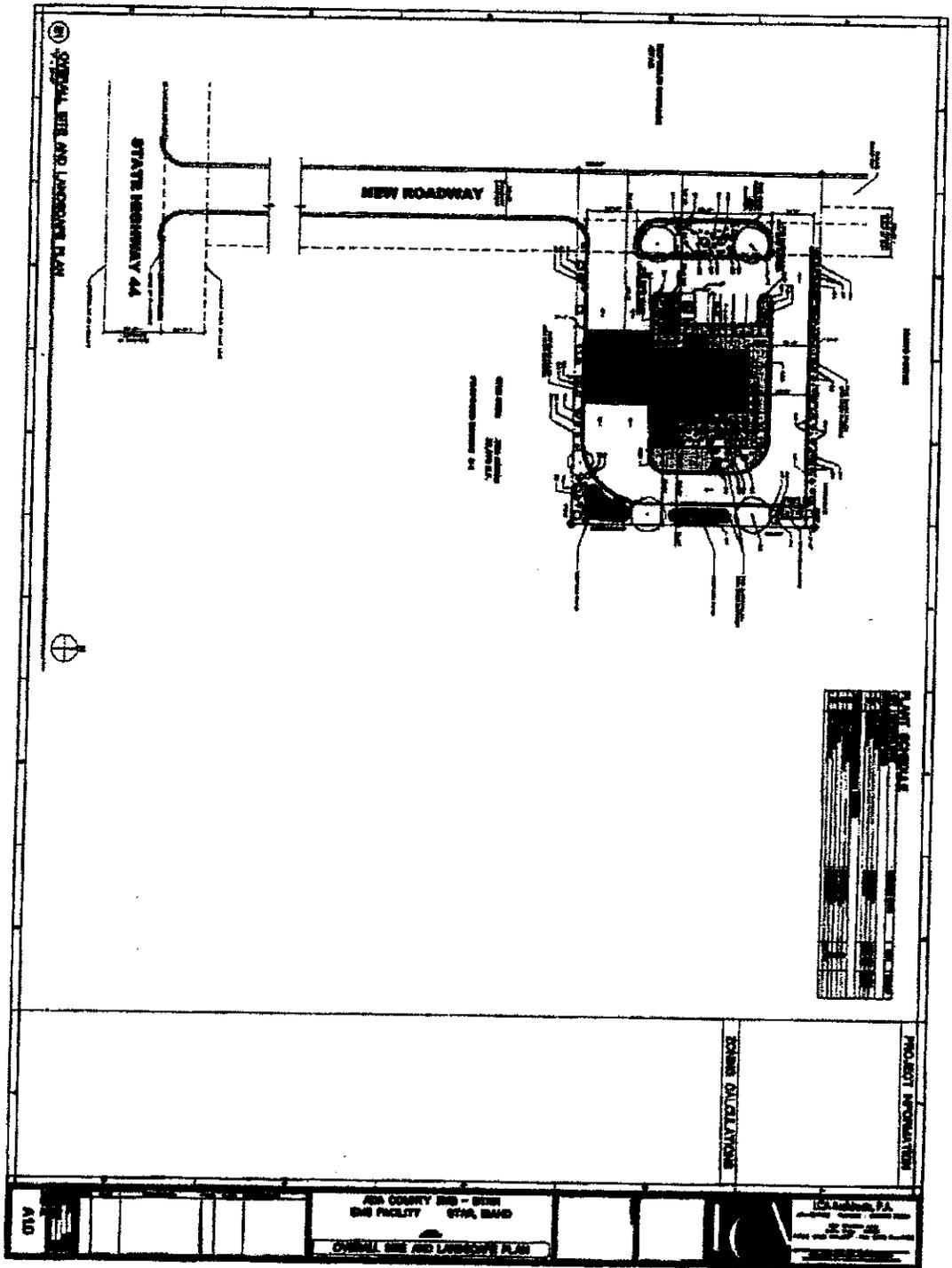
N 89°58'06" E 54.00 FEET, THENCE
S 00°08'14" W 596.64 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF HIGHWAY 44, THENCE ALONG SAID RIGHT OF WAY
N 89°46'05" W 54.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 0.739 ACRES.

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