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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 TRELIS SUBDIVISION)	
)	

THIS MATTER having come on regularly for hearing on the 17th day of July 2015, pursuant to a petition filed with the Board of the Star Sewer and Water District (the District) on or about May 11, 2015, filed and presented by John Moody of the Trellis Homeowners Association, petitioner and representative 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 July 11, 2015 and July 18, 2015, 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 July 17, 2015, 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 No Petitioner has withdrawn his or her petition subsequent to the announcement of the conditions set forth below.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

REC'D JUL 19 2016

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 May 16, 2014, 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 20th day July, 2015.

STAR SEWER AND WATER DISTRICT

Jenna Estrader
Administrative Coordinator
Star Sewer & Water District

ATTEST:

Melissa Thompson



LEGAL PROOF OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Lines
263047	0001833612	LEGAL NOTICE NOTICE OF HEARING ON	Trellis Homeowners	\$154.55	2	46

Attention: TERRA ESTRADA

STAR SEWER & WATER DISTRICT
PO BOX 400
STAR, ID 836690400

**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 the Board of Directors for inclusion into the District and the petitions of the following listed 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 July 17, 2015 at 11:00 A.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 they 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 4:30 p.m. on July 16, 2014.

The 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 properties 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 are 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:

Petitioner: Trellis Homeowners Association, Inc

EXHIBIT A

A Portion of Section 33, Township 5 North, Range 1 West, Boise Meridian and a portion of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho.

Lot 4 through 11, Lot 13 through 18, Lot 20 through 25, Lot 27 through 35, Block 1

And

Lot 2, Lot 4 through 8, Lot 10 through 13, Lot 15 Through 18, Lot 20 through 25, Lot 27, of Block 5

Containing 34.66 acres

As shown on the PLAT OF THE TRELIS SUBDIVISION, Recorded with the Ada County Recorders Office as Instrument No. 103206600 in Book of Plats 87 at pages 9991 through 9996

Pub. July 11,18, 2015

0001833612-01

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:

2 Insertions

Beginning issue of: 07/11/2015

Ending issue of: 07/18/2015

Janice Hildreth
(Legals Clerk)

STATE OF IDAHO)

.SS

COUNTY OF ADA)

On this 20th day of July in the year of 2015 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 first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Seetha Harradine

Notary Public FOR Idaho
Residing at: Boise, Idaho

My Commission expires: 2/11/2020

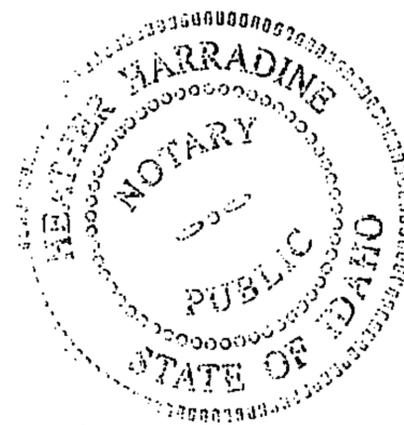


EXHIBIT B

**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)	CONDITIONS OF
GENERALLY KNOWN AS THE)	ANNEXATION
TRELLIS SUBDIVISION)	
THAT IS MORE PARTICULARLY)	
DESCRIBED IN ATTACHMENT A)	
_____)	

WHEREAS, Petitioner’s filed a Petition for the Inclusion of Certain Real Property in the Star Sewer and Water District on May 11, 2015; and

WHEREAS, the Star Sewer and Water District (“District”) held a public hearing on July 17, 2015, 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 their water and sewer facilities in accordance with DEQ and District standards. The Petitioner’s engineer or District Foreman shall provide full time inspection during major construction activities and Petitioner’s engineer shall submit a certification letter to the

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

2. The Sewer Interceptor Line Master Plan calls for the need to construct interceptor sewer lines through the Petitioner's property at various locations. 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. These sewer lines may be constructed either by the District or the Petitioner. If the District elects to have the Petitioner responsible for the construction of these major interceptor lines, they shall do so under the following conditions. When the Petitioner is responsible for constructing the major interceptor lines, the Petitioner shall construct these major interceptor lines at the appropriate line and grade as called for on the District Sewer Interceptor Line Master Plan and 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 interceptor lines.

If the District elects to be responsible for the construction of the major interceptor lines at the appropriate line and grade as called for in the Master Plan, the Petitioner shall be granted the right to make sewer service line and/or sewer collection line connections to this interceptor line where and as needed in accordance with the District standards and construction time frames. The Petitioner shall be required to reimburse the District all expenses relating to all wastewater system improvements that the District has constructed on the Petitioner's final platted property prior to final plat approval of the Petitioner's proposed development.

3. Where the District's Culinary Water Master Plan calls for the need to construct major 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 the District Culinary Water Master Plan. Petitioner may be required at the District's discretion to loop waterlines in Petitioner's development with existing waterlines if existing waterlines are within 500 feet of Petitioner's property. The District will make

reasonable efforts to assure that the Master Plan transmission lines are located within the Petitioner's subdivision platted streets so that they can be used for culinary water service. Where the transmission lines cannot be placed within a platted street 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.

If the District elects to be responsible for the construction of the major water transmission line facilities as called for in the District's water Master Plan, the Petitioner shall be granted the right to make service line connections and/or water line connections to this water transmission line where and as needed in accordance with the District's standards and construction time frames. The Petitioner shall be required to reimburse the District all expenses relating to all water system improvements that the District has constructed on the Petitioner's final platted property prior to final plat approval of the Petitioner's proposed development.

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 each home or dwelling unit. 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. This rate at this time for 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 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 and the construction of new sewer and water facilities within the Petitioner's property. These development and 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 or 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 and PDF format. The Petitioner shall provide development basemap files with as-built conditions including parcel lines, easements, sewer, water, storm, pressure irrigation, service lines, and other utilities in GIS format (shapefile) consistent with the District's GIS system. The CD-ROM shall contain all subdivision 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 all phases of 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 blowoff valves, and the end of each sanitary service line adjacent to the property lines. An xyz coordinate for each storm sewer, catch basin, and all storm sewer manholes shall also be provided on the as-built data. In summary these record drawings shall contain all subdivision 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 each final platted phase 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 of each final platted phase of his development. Neither sewer or water permits will be issued until as-built information has been submitted.

8. The Petitioner shall, at his expense, have all sewer collection lines inspected by an approved closed circuit television camera with video taping (T.V. inspection) after construction of the sewer lines, sewer service lines, and placement and compaction of the road "pit run" subbase and prior to the placement of the street pavement. 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 these 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:

A. Conditions 1-8 above shall be waived until such time as the property redevelops.

B. The District will waive the Sewer Interceptor Line Fee and Sewer/Water Connection fee for the existing residences (only) which are existing at the time of annexation. New sewer/water connections after the time of annexation shall be required to pay a Sewer Interceptor Line Fee and Sewer/water Connection (Hookup) Fee for all equivalent residential lots or proposed dwellings units, including commercial units approved for sewer/water connections to be located on Petitioner's property prior to issuance of a sewer/water permit. If Petitioner's property redevelops, the developer shall be required to pay a Sewer Interceptor Line Fee and Sewer/Water Connection (Hookup) Fees for all equivalent residential lots or proposed dwellings units, including commercial units approved for sewer/water 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 sewer and water facilities in the appropriate location and of sufficient size and capacity to provide sewer service for the Petitioner's property. The District Fees 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.

C. Petitioner agrees to clean and CCTV all sewer mains on Petitioner's property and furnish CCTV video logs to the District within 90 days of the extension of sewer mains to the Trellis Subdivision. If leaks and/or pipe failure are identified during the CCTV, Petitioner shall be responsible for repairing leaks/damage prior to the District taking over ownership of Trellis sewer collection system. All costs for cleaning, CCTV, and repairing sewer mains shall be the responsibility of the Petitioner.

Petitioner shall be responsible for operation, abandonment, and removal of the Petitioner's wastewater treatment plant and pump station. District shall not be responsible for any costs, testing, permits, or other activities associated to the wastewater treatment plant and pump station.

Petitioner shall transfer ownership of the sewer mains that provides sewer service to the Petitioner's property to the District and provide a perpetual easement over the sewer mains not in public right-of-way to the District of dimensions agreeable to the District prior to the District taking over ownership of Trellis sewer collection system. All landscaping maintenance and responsibilities on inside easements shall be the responsibility of the Petitioner. The Petitioner agrees that any use and landscaping inside the easements cannot infringe on the District's ability to operate, maintain, or repair the sewer system.

The Petitioner further agrees that he will receive written approval from the District Engineer of all sewer facilities before construction.

D. The Petitioner understands that all subdivisions will compete for sewer and water permits on a first come first serve basis. The District has the authority to add additional restrictions on permit.

E. It is understood that the Petitioner owns and operates two wells with associated pumping facilities. The Petitioner agrees to convey ownership of all water supply, distribution, and fire protection facilities and documentation with the exception of the individual lot water service lines prior to the District taking over ownership and operation of Trellis sewer/water systems. The Petitioner also agrees to convey ownership of the parcels on which the well facilities are located and all water rights and pump houses associated with the well facilities to the District prior to the District taking over ownership and operation of Trellis sewer/water system. The District will maintain and operate the Petitioner's water system which includes power costs, maintenance costs, replacement costs and regulatory reporting requirements at that time. Petitioner shall provide a perpetual easement over the water mains not in public right-of-

way to the District of dimensions agreeable to the District prior to the District taking over ownership and operation of Trellis sewer/water system.

Petitioner shall file a "Change or Ownership" form to the Idaho Department of Water Resources transferring ownership of water system water rights to District. All landscaping maintenance and responsibilities on well lots and inside easements shall be the responsibility of the Petitioner. The Petitioner agrees that any use and landscaping of the well lots cannot infringe on the District's ability to operate, maintain, or repair the water system.

Petitioner agrees to purchase water meter assemblies at District cost for all existing residences to be installed by the District prior to the District taking over ownership of Trellis sewer collection system.

The Petitioner further agrees that he will receive written approval from the District Engineer for all water facilities before construction.

F. The District agrees to facilitate the construction of a sewer and water main from the north edge of the property owned by West Ada School District along Pollard Road to the Trellis sewer and water systems within two years of the date sewer and water mains have been constructed to the north edge of the property owned by West Ada School District on Pollard Road. It is the District's intention to extend the sewer and water mains to the Trellis Subdivision concurrently with improvements to Pollard and/or Beacon Light Roads.

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 platted lots 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.)

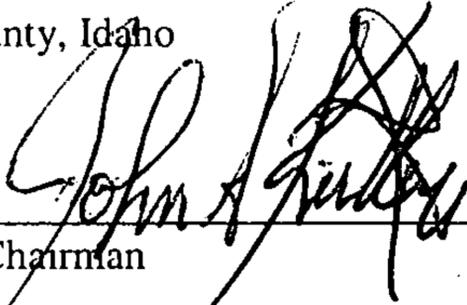
12. Within 10 days after the terms and conditions are announced at the hearing before the Board, the majority of the Petitioners may withdraw their petitions and no further proceedings shall hereafter be had by the Board upon such Petition.

13. If after eighteen months the applicant 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 07 day of July, 2015.

STAR SEWER AND WATER DISTRICT

Ada County, Idaho


Chairman

ATTEST:


Secretary

I agree to these conditions of annexation

DATED this 17th day of July, 2015.

John W. Moody
Name

Pres, Trellis HOA
Title

[Signature]
Signature

State of Idaho)
County of Ada) S.S.

On this 17th day of July, 2015, before me Jerru Estrada, a Notary Public in and for said State, personally appeared John Moody proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

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



Jerru Estrada
Notary Public for the State of Idaho
Residing at Star, Idaho
My Commission Expires: 03-27-10

**ATTACHMENT A
LEGAL DESCRIPTION**

Legal Description of the Trellis Subdivision

A Portion of Section 33, Township 5 North, Range 1 West, Boise Meridian and a portion of Section 4, Township 4 North, Range 1 West, Boise Meridian, Ada County Idaho.

Lot 4 through 11, Lot 13 through 18, Lot 20 through 25, Lot 27 through 35, Block 1
And

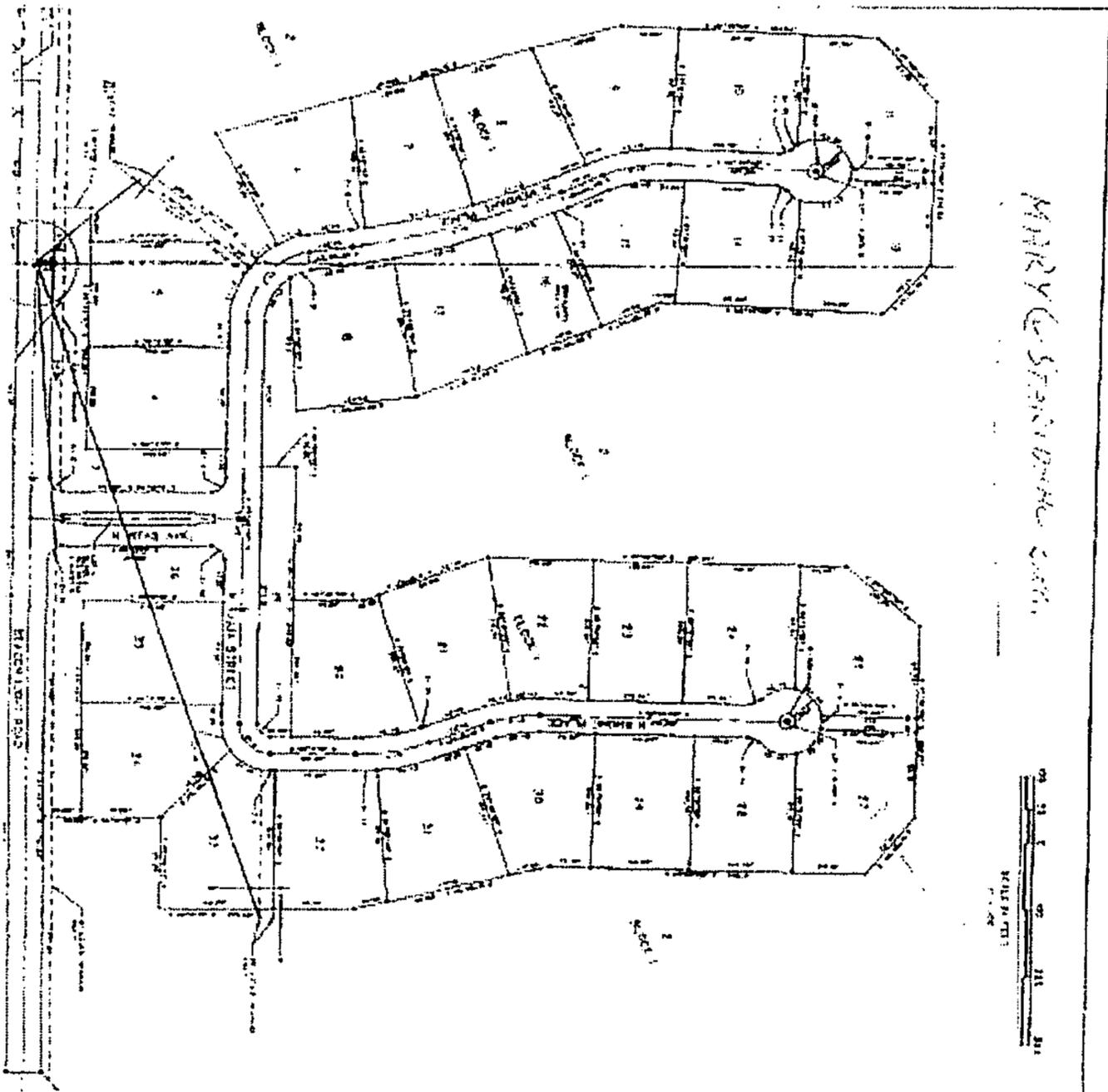
Lot 2, Lot 4 through 8, Lot 10 through 13, Lot 15 Through 18, Lot 20 through 25, Lot 27,
of Block 5

Containing 34.66 acres

As shown on the PLAT OF THE TRELIS SUBDIVISION, Recorded with the Ada County Recorders Office as Instrument No. 103206600 in Book of Plats 87 at pages 9991 through 9996.

See Exhibit A-1, A-2 attached hereto:

EXHIBIT A-1



MARY G. STANBROCK, OWNER

SCALE: 1" = 40'

PLAT OF
THE TRELLIS SUBDIVISION
 A NON-FLUOR DEVELOPMENT (RESIDENTIAL)
 A PORTION OF SECTION 33, 19E, 91W, 5N, 20E
 A PORTION OF SECTION 4, 12E, 91W, 5N, 20E
 2003

NOTES

1. All lots are intended for residential purposes and shall be used for residential purposes only. No other use shall be permitted on any lot without the express written consent of the Board of Directors of the Home Owners Association.

2. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

3. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

4. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

5. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

6. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

7. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

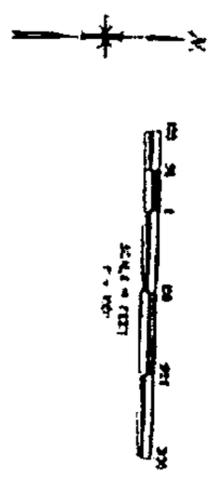
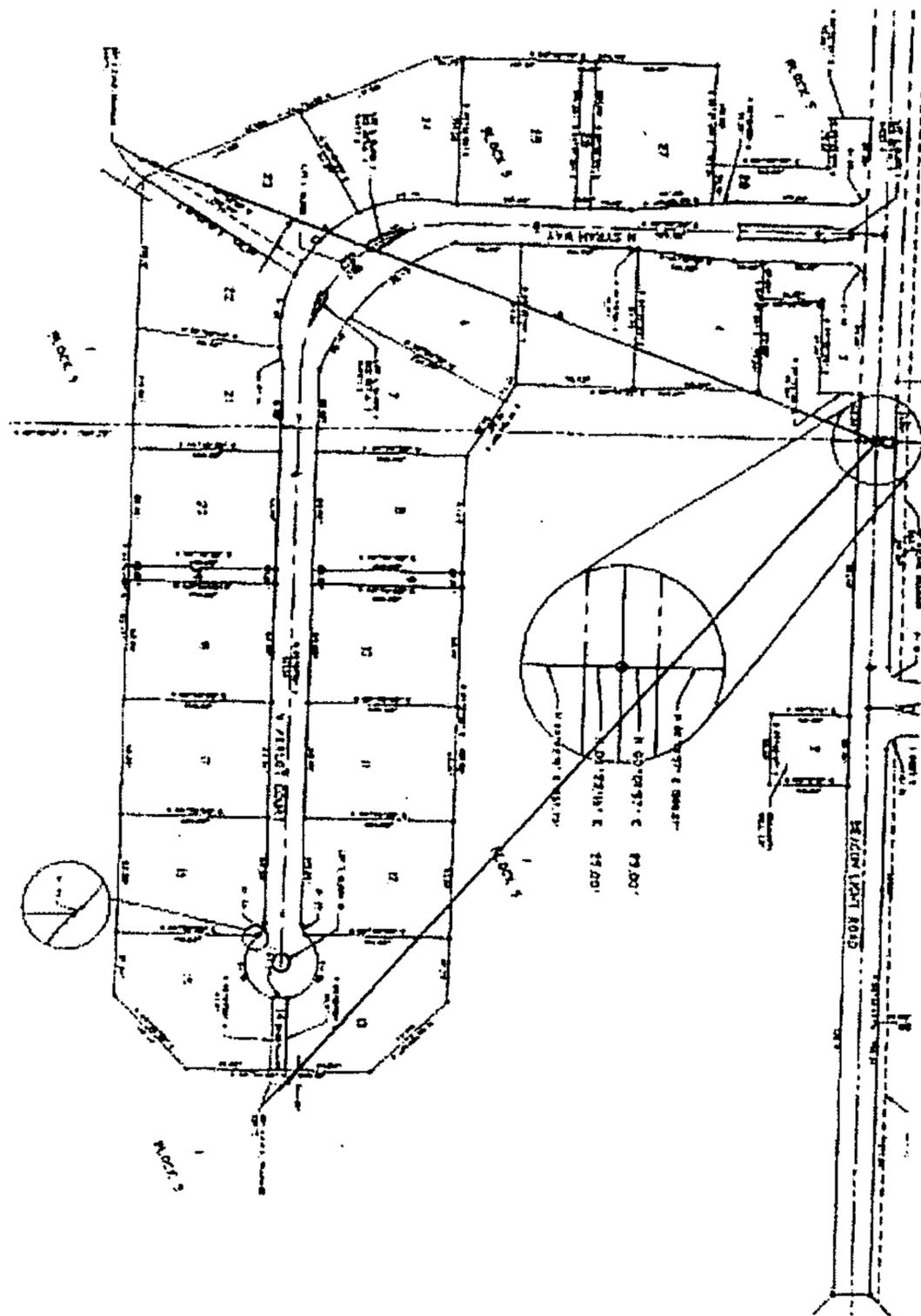
8. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

9. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

10. The Home Owners Association shall have the right to restrict the use of any lot for any purpose other than residential purposes.

TALEY'S LAND SURVEYING
 1000 W. 10th St., Suite 100
 Anchorage, Alaska 99501
 Phone: (907) 562-1234
 Fax: (907) 562-1235
 Email: info@taley.com

EXHIBIT A-2



PLAT OF
THE TRELLIS SUBDIVISION
 A NON-FAMILY DEVELOPMENT (PERSONAL)
 A PORTION OF SECTION 21, T.5N., R.1W., S.M., 4th
 A PORTION OF SECTION 4, T.6N., S.W., 2d,
 2003

TEALEY'S LAND SURVEYING
 THE SURVEY WAS MADE BY
 PROJECT No. 2293
 SHEET 4 OF 8

STAR SEWER & WATER DISTRICT RECORD OF PROCEEDINGS

Date of Meeting: March 20, 2015
Purpose: Regular Board Meeting
Minutes Prepared By: Terra Estrada

I. Call to Order

Meeting called to order by Jack Kirtley.

II. Roll Call

Position	Name	Present	Late	Absent
Chairman	John "Jack" Kirtley	X		
Treasurer	Bruce Borup	X		
Secretary	Joseph "Rob" Shoplock	X		
Member	Cindy Birdwell	X		
Member	John Beagley	X		

Others on behalf of the District

Name	Present	Late	Absent
Terra Estrada	X		
Stacy Nelson	X		
Melissa Thompson	X		
Hank Day	X		
Ken Vose	X		
Tyler Martin	X		
Kevin Layton			X
Justin Walker, District Engineer	X		
John McFadden, District Legal Counsel			X

III. Approval of Minutes

Motion was made by Cindy Birdwell to approve the following minutes as presented:

- February 20, 2015

Bruce Borup seconded. Motion passes

IV. Trellis Subdivision HOA Proposal

John Moody of Trellis Homeowner's Association (HOA) came before the Board and stated that it is the desire of the HOA to connect to the District's water and sewer system. John stated that to achieve this 6,600 feet of new sewer main must be constructed. The Trellis Subdivision proposes to meet their financial obligation toward the construction of the new sewer main by conveying two wells, including all real estate, structures, water rights and equipment associated with the two wells, all sewer and water infrastructure within the Trellis Subdivision to the District. John stated that pending completion of the proposed sewer main line, Trellis HOA would like to seek an agreement with the District to provide maintenance and supervision of the existing two wells. John stated that they are currently paying Eagle \$5000.00 for these services and proposes paying the District the same. John stated that

IV. Trellis Subdivision HOA Proposal

once the District makes a favorable decision the Trellis HOA Board would pursue a vote with the Trellis HOA membership, which only requires 66% (32 members) approval to proceed and submit their application for annexation into the District. Justin and Hank both stated that they were in favor of the Trellis HOA proposal. In addition, Justin stated that over 2/3 of sewer main construction will be completed by the school. The Board discussed the proposal and stated that they would consider the proposal. John stated that he would start the process to get approval from the HOA members.

V. Keller Associates

Justin presented the Board with an Agreement for Permanent Easement between the District and Bruce Borup for flow monitoring equipment in the Lawrence Kennedy Canal. **Motion was made by Rob Shoplock to approve the Agreement for Permanent Easement between the District and Bruce Borup. Bruce Borup abstained. Cindy Birdwell seconded. Motion passes.**

VI. Water & Wastewater Reports & Issues

Hank requested that Board authorize Justin to begin working on the preliminary plans for extending the water and sewer lines on Pollard. The Board authorized Justin to begin working on these plans. Justin stated that he would present the Board with an Agreement for Professional Services at the next Board Meeting.

VII. Executive Session: Idaho Code 67-2345(f) (Legal Counsel)

Motion was made by Bruce Borup to move into executive session to discuss matters pursuant to Idaho Code 67-2345(f) (Legal Counsel). Roll call vote: Jack Kirtley, yes; Bruce Borup, yes; Rob Shoplock, yes; Cindy Birdwell, yes; John Beagley, yes. Motion passed.

VIII. New Business

No new business was discussed.

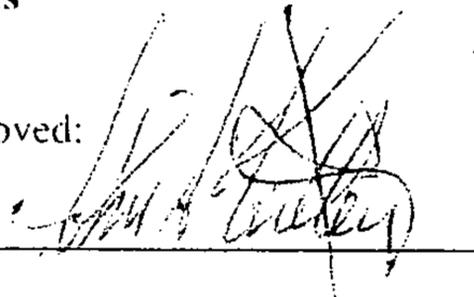
VIII. Accounts Payable

Motion was made by John Beagley to approve the accounts payable. Cindy Birdwell seconded. Motion passes

XI. Adjournment

Motion was made by Cindy Birdwell to adjourn meeting. John Beagley seconded. Motion passes

Approved: _____





KELLER
associates

305 North 3rd Avenue, Suite A • Pocatello, ID 83201
208.238.2146 phone • 208.238.2162 fax • www.kellerassociates.com

August 20, 2015

Mr. Bryce Farris
Sawtooth Law
1101 W. River St., Ste. 110
Boise, Idaho 83707

Re: Trellis Sewer and Water Line Extension

Dear Mr. Farris,

I am writing this letter on behalf of the Star Sewer and Water District (SSWD) as the District Engineer. In correlation with future school and road improvement projects along Pollard Lane, the SSWD is developing design plans for sewer main and water main extensions along Pollard Lane. The extensions will start in front of the LDS Church on Floating Feather Road, extend east to Pollard Lane, continue north along Pollard Lane, and connect to existing sewer and water mains in the Trellis Subdivision. We respectfully request a license agreement to construct a 12-inch sewer line and a 12-inch water line across a waterway owned by the Middleton Irrigation Company which you represent as legal counsel. More specifics of the crossing are listed below.

The sewer and water mains will cross your facility (which passes through the cemetery at W. Floating Feather Rd. and N. Pollard Ln., see Figure 1) with jack and bore or directional drilling construction techniques (see Figure C-203). We have had conversations with Gary Olson and he has suggested that a casing sleeve may not be required for the sewer crossing since the sewer line is so much deeper than the bottom of the overflow drain. The 12-inch PVC sewer pipe will be approximately 12 feet from the bottom of the canal to the top of pipe in accordance with the attached exhibit. The 12-inch PVC water pipe will be encased in a sleeve and at least 18 inches below the bottom of the canal, as recommended by the Idaho Standards for Public Works Construction (ISPWC).

Please provide Keller with the name of the irrigation facility and the established easement width.

Please use the following information for the Grantee on the agreements that will be generated for these crossings:

Star Sewer and Water District
PO Box 400
Star, Idaho 83669
Ph: (208) 286-7388