



OFFICIALS
Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
Greg McPherson, Council Member

CITY OF KUNA
City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

Board of Correction Meeting
AGENDA
Tuesday, March 17, 2020

5:30 P.M. – ANNUAL BOARD OF CORRECTION MEETING

1. Call to Order and Roll Call

2. Introduction:

Introductory memo from Mike Borzick, to include financial adjustments, delinquent accounts, tax deeds, water supply balance and any protestants either scheduled or otherwise

3. Irrigation irregularities:

Lots with simple errors

4. Approve the Assessment Roll

ACTION ITEM

5. Mayor/Council Discussion Items:

Discussion on whether or not to do away with the Pressurized Irrigation (PI) connection fees in the older part of town (Franklin, Elm, Marteeson) where PI is available and has been for 15+ years.

6. Announcements:

7. Adjournment:



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kuna.ID.gov

MICHAEL L. BORZICK, GISP
GIS MANAGER

Telephone (208) 287-1726
Email: mborzick@KunaID.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Mike Borzick
GIS Manager

RE: Board of Correction
Purpose & Agenda

DATE: March 12, 2019

As required in Idaho State Code, this Board of Correction has been or will be noticed in the Kuna-Melba News on March 4 and March 11, 2020. It is held as a requirement outlined in Idaho State Code 50-1807.

Purpose of Board of Correction

Inasmuch as the Board of Correction meets and acts infrequently, it may be useful to review the legislation defining the purpose of the Board. The following is taken from Idaho State Code 50-1811 and 50-1812 in describing the duties of the Board of Correction:

*50-1811. Board of Correction -- Changes in assessment books. At the time of the meeting specified in the notice required by section [50-1807](#), **the mayor and council of such city are hereby constituted a board of correction** and for that purpose shall meet and continue in session from day to day as long as may be necessary not to exceed three (3) days, exclusive of holidays and **make such changes in the said assessment book as may be necessary to make it conform to the facts**, and such assessments levied for the maintenance, operation, extension and enlargement of the works may be reviewed by the mayor and council of the city during said time upon the request of any person interested, and within five (5) days after the mayor and council, shall have adjourned as a board of correction, the city clerk shall complete the assessment books as the same may have been adjusted and/or corrected by the mayor and council sitting as a board of correction and shall certify to the same and deliver said books to the city treasurer who shall collect the assessments in the manner herein provided.*

*50-1812. Correction of irregularities upon giving notice -- Omissions. If the levy of any assessment or assessments for **any year** as provided by this section, upon any or all the lands, lots, pieces or*

*parcels of real estate within the boundaries of such irrigation system, shall be **discovered to be irregular and void because of any irregularity, informality or error in the assessment books or for any other reason, the said mayor and council of the city may meet and correct such errors** upon five (5) days prior notice published in the official newspaper, as provided in sections [50-1801](#) through [50-1835](#), Idaho Code,] and at such meeting correct any error or mistake that may have been found to exist which makes such assessment roll invalid, provided, that no invalidity of such assessment roll may be claimed on account of the omission of the name or the incorrect naming of the owner of any lots, pieces or parcels of real estate so assessed or the omission of lands, lots, pieces or parcels of real estate through error or inadvertence from the assessment roll, but that such omitted lot, piece or parcel of land shall be assessed by the city clerk.*

It is the presumption of staff that Council established in October 2019 the assessment criteria to be relied upon by staff to prepare the 2020 assessment roll. The purpose of the Board of Correction is to correct assessments where errors have been made, making the assessment roll conform to the facts, and adjusting assessments consistent with the criteria adopted in October. This might make the scope of issues to be considered by the Board somewhat limited.

However, the very next code section (50-1812) introduces a process whereby the Mayor and Council, upon 5 days published notice, may consider any irregularities, informalities or errors in any assessment(s), from any year, and may correct them. The Board of Correction certainly meets the noticing criteria of 50-1812, involves the same people, and staff assumes that the Board of Correction can act in any manner permitted by 50-1812.

As a matter of practical application, staff would prefer that the Board not make substantive changes in assessment philosophy at this late date in the assessment cycle. Where possible, staff would hope that significant changes would be addressed in October of the subsequent assessment cycle.

Notwithstanding Staff's preferences, the latitude of the Board of Correction in making corrections is very broad, and is perhaps limited only in the general statutory requirement that a "uniform method of assessment" (50-1805A) is preserved.

Financial Adjustments

For the information of Council, this year's budget includes an allowance of \$2,000 for adjustments and corrections which the Board of Correction may make in this year's assessment roll without exceeding the prescribed budget. Adjustments exceeding this amount would have to be offset by reductions in other line items or by draws from fund balance.

Delinquent Assessments (2019 delinquents)

1. Conestoga HOA INC, Common Lots, Conestoga Subdivision, \$101.98

Pending Irrigation Shutoff

This year's, and every year's, assessments are due and payable April 1st. The state code directs that no irrigation water is to be delivered to a property until its assessment is paid. To comply

with this requirement, the level payment of installments is enforced through the potable water shutoff (in conjunction with the shutoff for sewer, water and garbage collection) – which does not require a back-yard entry thus keeping our public works staff safe from personal threats and injury. The City Treasurer has insured the city’s assessments to the underlying irrigation districts will be paid in full on the next accounts payable (AP) cycle to comply with the state code.

The following items are proposed for consideration or decision:

Tax Deed List (See Attachment)

None for 2020

Water Supply Balance

For the information of the Board, the following Table shows the quantity of water provided to the pressure irrigation system and the usage, non-usage and wastage of canal water in 2017 and 2018. Wastage is computed as the difference between canal water delivered to a pump station and the amount actually pumped. Water “not used” is the difference between available canal water allotment (including carryover) and the amount the City requested to be delivered.

	<u>2018</u>	<u>2019</u>
CANAL WATER PUMPED	1.156 BG	1.290 BG
POTABLE WATER USED	114 MG	86 MG
CANAL WATER DELIVERED	1.265 BG	2.023 BG (PI & GI)
WATER WASTED	459 MG	733 MG

6,411 PI Connections (2019) 118% increase over last year
0.61 acre-feet/connection delivered (2019) - 0.65 acre-feet (2018)
0.35 acre-feet/connection wasted (2019) - 0.26 acre-feet (2018)

	<u>Totals</u>
BOISE~KUNA IRRIG	2,042.10 Acres
NEW YORK IRRIG	425.39 Acres
NAMPA~MERIDIAN IRRIG	66.50 Acres
	2,533.99 Acres

Scheduled Protestants

1. No scheduled protestants at the time this Agenda was constructed

Un-scheduled Protestants

1. Unknown at this time

Irrigation irregularities:**Group A.**

1. Simple errors
 - a. 1926 Linmar changed from 1927 Linmar (Ada County)
 - b. Lot acreage different from last year

Mayor/Council Discussion Items:

Discussion on whether or not to do away with the Pressurized Irrigation (PI) connection fees in the older part of town (Franklin, Elm, Marteeson) where PI is available and has been for 15+ years. The elimination of those connection fees may prompt the homeowners in that area to connect to PI and would allow the City to abandon a small number of Gravity Irrigation (GI) ditches in that area, thus eliminating large amounts of Comp Time for the water/irrigation crew, tort claims, maintenance issues, wasted water allotment and helping to improve the overall value of the lots in this area as it did in the Butler Subdivision region.

This action may require an amendment to Resolution **R78-2019** the **2020 IRRIGATION ASSESSMENT RESOLUTION – KUNA MUNICIPAL IRRIGATION SYSTEM ASSESSMENTS AND FEES** and can be discussed at a later City Council meeting after direction from this Board has been given on how to proceed.

Sincerely,

Michael L Borzick

Michael L Borzick
GIS Manager



OFFICIALS

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CITY OF KUNA
Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

City Council Meeting
AGENDA
Tuesday, March 17, 2020

6:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

- A.** Regular City Council Meeting Minutes, March 3, 2020
- B.** Accounts Payable Dated March 12, 2020 in the amount of \$583,614.53
- C.** New Alcohol License: Riceworks, LLC dba Riceworks 482 W Main Street – Liquor-by-the-Drink and On-Premise Beer
- D.** Consideration to approve Resolution No. R22-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO RATIFYING DOCUMENT 00520 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE FOR MAIN ST, AVENUE C TO AVENUE A, KUNA (DOWNTOWN REVITALIZATION PROJECT, PHASE II), ICDBG PROJECT NO. ICDBG-19-1 I 1-13-ED, FEDERAL-AID PROJECT NO. A020(143); KEY NO. 20143, J-U-B PROJECT NO. 10-17-142 AND APPROVING THE MAYOR'S SIGNATURE AND THE CITY CLERK'S ATTESTMENT.

- E.** Consideration to approve Findings of Fact and Conclusions of Law for Case No. 20-01-TE (Time Extension) for Merlin Pointe Sub No. 2.

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

5. Community Reports or Requests:

Follow up from February 18, 2020 and tabled March 3, 2020. Budget Expenses and Revenue breakdown for Discussion and Direction on potential Kuna ICA Rodeo, City Ad Hoc Committee, and Support – Chris Engels, City Clerk and Matt Askew, ICA President
ACTION ITEM

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

- A. Public Hearing and Consideration to approve 19-03-AN (Annexation) & 19-02-S (Preliminary Plat) – Jace Hellman, Planner II** **ACTION ITEM**

On behalf of Don Veasey (owner), Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots [thirty-one (31) buildable lots, five (5) common lots]. The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Potential Motions:

Consideration to either:

Option 1: *Approve or Deny 19-03-AN (Annexation) & 19-02-S (Preliminary Plat) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and Close the Public Hearing.*

Option 2: *Continue the Public Hearing to a time and date certain, direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.*

- B. Public Hearing and Consideration to approve 19-05-ZC (Rezone) – Doug Hanson, Planner I** **ACTION ITEM**

B&A Engineers is requesting to rezone approximately 1.29 acres from “C-2” (Area Commercial) to “C-1” (Neighborhood Commercial) zoning district classification. The subject site is located at 763 W. Avalon St., Kuna, ID 83634 (APN: S1326120716).

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Potential Motions:

Consideration to either:

Option 1: *Approve or Deny 19-05-ZC (Rezone) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and Close the Public Hearing.*

Option 2: Continue the Public Hearing to a time and date certain, direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.

7. Business Items:

A. Fair Housing Month Proclamation – Mayor Stear

B. Consideration to approve Resolution No. R23-2020 – Lisa Holland, Economic Development Director **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- PROVIDING RECITALS AND FINDINGS; AND
- PROVIDING FOR FIVE (5) BOARD OF COMMISSIONER SEATS TO THE KUNA URBAN RENEWAL AGENCY AND SETTING THE TERMS OF OFFICE AND APPOINTING COMMISSIONERS TO EACH SEAT; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

8. Ordinances: *None*

9. Mayor/Council Announcements:

10. Executive Session: *None*

11. Adjournment:

**OFFICIALS**

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 Briana Buban-Vonder Haar, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 Greg McPherson, Council Member

CITY OF KUNA

Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634

**City Council Meeting
 MINUTES
 Tuesday, March 3, 2020**

6:00 P.M. REGULAR CITY COUNCIL**1. Call to Order and Roll Call**

(Timestamp 00:02:26)

COUNCIL MEMBERS PRESENT:

Mayor Joe Stear - Absent
 Council President Briana Buban-Vonder Haar
 Council Member Richard Cardoza
 Council Member Warren Christensen
 Council Member Greg McPherson

CITY STAFF PRESENT:

Bob Bachman, Public Works Director
 Jared Empey, City Treasurer
 Bill Gigray, City Attorney
 Lisa Holland, Economic Development Director
 Wendy Howell, Planning & Zoning Director
 Nancy Stauffer, Human Resources Director
 Ariana Welker, Deputy City Clerk
 Doug Hanson, Planner I

2. Invocation: None**3. Pledge of Allegiance: Mayor Stear**

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:03:19)

All items listed under the Consent Agenda are considered to be routine and are acted on with one motion by the City Council. There will be no separate discussion on these items unless the Mayor, Council Member, or City Staff requests an item to be removed from the Consent Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.

A. Regular City Council Meeting Minutes, February 18, 2020

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

B. Accounts Payable Dated February 27, 2020 in the amount of \$295,298.34

C. Final Plat:

Consideration to approve Case No. 20-01-FP (Final Plat) for Winfield Springs
Subdivision No. 5

Council Member Cardoza asked Public Works Director Bob Bachman about the pond at Sutter's Mill and the \$60,000 going into it.

Mr. Bachman explained it was a budgeted pressurized irrigation pond upgrade. By the time it was done it would end up being about \$3,000 to \$4,000 over budget but they were able to increase the capacity from about 500,000 gallons to 1.2 million gallons so it was a pretty big improvement on that pond.

Council Member Cardoza asked about a ladder built by the Kuna Machine Shop that was \$514.

Mr. Bachman explained it was for a wet well for a sewer lift station. It would have been made of aluminum or stainless steel because of the elements it would be in.

Council Member Cardoza asked about a payment of \$230.18 to an individual that was in an altercation with a City truck.

Mr. Bachman explained the previous fall an employee had an accident when he was working in a tight area throwing rocks out of a hole. He accidentally hit a truck that pulled up behind him with a rock as he was throwing. It was bad timing. This was just paying the rest of the damages.

Council Member Cardoza thought something like that had already been fixed.

Mr. Bachman said the bid amount originally paid was not all of the damage. This was the remaining balance.

Council Member McPherson moved to approve the consent agenda. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0

5. Community Reports or Requests:

None

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

None

7. Business Items:

- A. Consideration to approve Case No. 20-01-TE (Time Extension) – Doug Hanson, Planner I

ACTION ITEM

(Timestamp 00:06:29)

A Team Land Consultants is requesting time extension approval for Merlin Point Subdivision No. 2 Final Plat (Ada County Assessor Parcel Nos. R0615254601 and S1324449005).

Planner I Doug Hanson presented the staff report and stood for questions.

Council Member McPherson moved to approve 20-01-TE (Time Extension). Seconded by Council Member Christensen. Motion carried: 4-0.

- B. Follow up from February 18, 2020. Budget Expenses and Revenue breakdown for Discussion and Direction on potential Kuna ICA Rodeo, City Ad Hoc Committee, and Support – Chris Engels, City Clerk and Matt Askew, ICA President **ACTION ITEM**
(Timestamp 00:08:12)

Council President Buban-Vonder Haar stated there was a request to table this to the next meeting as all the folks involved with this were absent due to illness.

Council Member McPherson moved to table Discussion and Direction on potential Kuna ICA Rodeo, City Ad Hoc Committee, and Support to the March 17, 2020 City Council Meeting. Seconded by Council Member Christensen. Motion carried: 4-0.

- C. Consideration to approve Resolution No. R21-2020 – Wendy Howell, Planning & Zoning Director **ACTION ITEM**
(Timestamp 00:08:47)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROJECT PRIORITY LIST TITLED “CITY OF KUNA 2020 PRIORITIZATION REQUEST FORM” AS THE CITY OF KUNA, IDAHO’S OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT SAID PROJECT PRIORITY LIST TO THE ADA COUNTY HIGHWAY DISTRICT; AND REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

Planning & Zoning Director Wendy Howell reviewed the memo regarding the proposed 2020 Transportation Priority List and stood for questions.

Council Member McPherson moved to approve Resolution No. R21-2020. Seconded by Council Member Christensen. Motion carried: 4-0.

*D. Informational Only Economic Development Update – Lisa Holland, Economic Development Director
(Timestamp 00:09:44)*

Economic Development Director Lisa Holland updated Council on two pieces of legislation related to economic development that received a motion to move to the House. The first was House Bill 521 regarding a Data Center Sales Tax Exemption. Initially, she testified in front of the Revenue & Tax Committee in favor of this in general for economic development. There were 30 other states that offered a sales tax exemption to data centers because they replaced their technology equipment every 3 years which was very expensive. There were requirements for a minimum investment of \$250 million and 30 jobs. Looking into the bill further she found that it had passed the house but a caveat had been put in that anyone who used this exemption would not be put on the new construction tax rolls which was something the City of Kuna used to budget in the General Fund. Originally, she was going to ask Council if they would be interested to have Kuna's name behind the bill but she was nervous about that caveat. It was still good to have the data center exemption but it was no longer just a sales tax exemption. It limited cities from being able to capitalize on the investment of that project. It was still good to have the conversation moving forward and they would see where it went in the legislature. She just wanted Council to be aware of it.

Ms. Holland stated the second piece of legislation was the Idaho Small Employer Incentive Act called the Business Advantage which was one of two economic development incentives Idaho offered. It was just up to sunset. They were asking to change the sunset to 2030 instead of 2020. She thought it was a great piece of legislation and would love to see it go through. She believed it had passed the House already and would go on to the Senate. Hopefully it would have good support.

Ms. Holland said there was a lot of good stuff going on. If Council had an interest in talking about projects at any point, she was happy to talk about those off line. A lot of the projects stayed confidential until it was time to make a decision or go under contract. There was a lot of manufacturing interest lately which was great. She was trying to work with some land owners to rezone properties at some point in the future so more industrial land would be available.

Ms. Holland reviewed the incubator concept she had requested funds for in the last budget cycle. She went through the slideshow that was included in the Council Packet. If the City wanted to move forward with something like this, staff had some initial conversations with the school district about potentially using some of their space or grounds. It cost roughly \$6,000 a piece to put these up with lining and heating/air conditioning. It was pretty low risk because, if it didn't work out, the sheds could be sold for pretty much the same cost they were created for. It would run from May to September and potentially be available for the holiday season if there was interest. There would be 8

to 10 different small buildings to incubate some of Kuna's small businesses. It could also be coordinated to have food trucks and concerts there so it could be another downtown gathering space for people. More information would be put together about tenants so it wouldn't just be people wanting to have a garage sale in a unit. It would be people who actually created a product and there would be a diversity of products. They were calling it an incubator because the City had lots of entrepreneurial training programs and they were thinking anybody that participated in the incubator project could attend the classes for free. There were funds in the budget to move forward with this if Council was comfortable with that. Staff would talk to the school district on March 10, 2020 as well to see if they wanted to move forward in a partnership. She stood for questions.

Council President Buban-Vonder Haar asked if staff had spoken with any of the small businesses they thought would be interested.

Ms. Holland explained the City did an Entrepreneurs Bootcamp in 2019 and that was where the idea stemmed from. Attendees said they weren't ready to take the risk of investing in their own space. She had 3 or 4 businesses that would probably be interested in jumping in right away. The City hadn't advertised or promoted it but she didn't think it would be too hard to find 8 – 10 people to fill the village. Staff hadn't figured out the pricing yet but thought it would be something like \$300 a month for rent to keep it affordable. They would do a cost model to see what made the most sense.

Council President Buban-Vonder Haar thought it sounded neat.

Ms. Holland asked if Council gave their blessing to keep looking into it.

Council said yes.

Ms. Holland gave an update on the Urban Renewal Eligibility Study Draft. It was under legal review and there would be some changes. A suggestion given was to appoint board members to review the eligibility study and present it to Council because that was the typically process. She and Mayor Stear had met with some folks to make sure they understood what it meant to be a board member. They would be meeting with them again and then bring the list to Council for consideration at the next Council Meeting.

Ms. Holland noted Primary Health would be having a ground breaking March 10, 2020 at 10:00 A.M. if any Council members wanted to attend. She asked that they let her know if they were able to because she might be able to get them a shovel or have something cool for them to do.

Ms. Holland shared the City was co-hosting a marketing bootcamp with the City of Meridian. It was a great partnership to reach more small businesses. It would be on April 1, 2020 and April 8, 2020. She had flyers at the Clerk's Office and could email them to Council if they wanted.

Council President Buban-Vonder Haar asked if there was a cost associated for attendees.

Ms. Holland replied yes. They offered a small speaker fee so to cover that it would be \$15 to attend an individual session, \$25 to attend both, or \$20 for chamber members to attend both. They offered a small chamber member discount.

Council thanked Ms. Holland.

- E.** Request for \$2,300 from Contingency to Purchase Additional Caselle License – Chris Engels, City Clerk **ACTION ITEM**
(Timestamp 00:20:59)

City Treasurer Jared Empey explained the need for an additional Caselle License and stood for questions.

Council Member McPherson moved to approve the expenditure of \$2,300 from Contingency to purchase an additional Caselle License. Seconded by Council Member Christensen. Motion carried: 4-0.

8. Ordinances:

- A.** Consideration to approve Ordinance No. 2020-13 **ACTION ITEM**
(Timestamp 00:22:37)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S CHALLENGER DEVELOPMENT INC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve

Council Member McPherson moved to waive three readings of Ordinance No. 2020-13. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0.

Council Member McPherson moved to approve Ordinance No. 2020-13. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0

B. Consideration to approve Ordinance No. 2020-14 ACTION ITEM
(Timestamp 00:24:27)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S ENDURANCE HOLDINGS LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve

Council Member McPherson moved to waive three readings of Ordinance No. 2020-14. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0.

Council Member McPherson moved to approve Ordinance No. 2020-14. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0

- C. Consideration to approve Ordinance No. 2020-15 **ACTION ITEM**
(Timestamp 00:25:55)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S DB DEVELOPMENT LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; AND
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; AND
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve

Council Member McPherson moved to waive three readings of Ordinance No. 2020-15. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0.

Council Member McPherson moved to approve Ordinance No. 2020-15. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried: 4-0

9. Mayor/Council Announcements:

(Timestamp 00:27:11)

Council Member Cardoza asked Public Works Director Bob Bachman what was happening

with the building the City had been planning to purchase from the Ada County Highway District (ACHD).

Mr. Bachman explained nothing was really happening at the moment. ACHD wanted to do a trade but there wasn't really anything the City could trade with an equal value. They had talked about a portion of the 20 acres but the discussion was currently that it would be more valuable to keep that. It was a situation where they would have to wait until they came across the right opportunity. He and Parks Director Bobby Withrow had discussed the possibility of an opportunity to bring that back to ACHD now that the Helen Zamzows Park was being built but they were basically at a stalemate.

Council Member Cardoza asked if there was anything out at the farm they would trade for.

Mr. Bachman said the problem was they wanted something on Meridian Road. It was not a closed conversation; there just hadn't been much conversation the last several months and they hadn't come across a good opportunity yet. ACHD didn't want to outright sell yet either because they really needed a storage facility for rock, equipment, and other items.

Council Member Cardoza noted the Zamzow property was 20 acres. He asked if it would be to the City's advantage to take part of that to turn into a storage facility so they could abandon the lease with ACHD.

Mr. Bachman didn't want to speak out of turn with Mr. Withrow not there but they had looked at that a little. That park was getting pretty tight with amenities already. He thought there was a future opportunity coming up that might make more sense.

City Attorney Bill Gigray wanted to make sure it was noted in the record he would be asking the Clerk to add parcel numbers to the ordinance summaries. There was a legal description in the ordinance, which was fine, but when they were published it needed to be clear what parcels were being annexed. He would talk to Mr. Bachman in the future. The summaries should be referring to the parcel numbers not the owners.

Deputy City Clerk Ariana Welker explained these types of ordinances were published in whole, except for the maps, so the parcel numbers were included in the publications.

Council Member Cardoza asked about the House Bill on taxation he thought was sponsored by Monk.

Mr. Gigray thought he was referring to House Bill 409. It had passed the House and was going to the Senate. Then it would go to Committee and then come out of Committee. He hadn't checked on it that day and wasn't sure where it was at. He asked Economic Development Director Lisa Holland if she knew anything about it.

Ms. Holland said staff was following it closely. Last she heard it was going to Committee and they might be trying to tweak some things before it went forward but had not gotten a specific update either.

10. Executive Session:

None

11. Adjournment: 6:31 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk

Date Approved: CCM 03.17.2020

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SADIE CREEK PARK, 2/3-3/1/20	03/06/2020	160.00	.00	01-6212 RENT-EQUIPMENT	1004	3/20		
Total 114-9989917:						160.00	.00					
1463	A COMPANY, INC.	114-9989918		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, SEGO PRAIRIE/NICHOLSON PARK, 2/3-3/1/20	03/06/2020	202.36	.00	01-6212 RENT-EQUIPMENT	1004	3/20		
Total 114-9989918:						202.36	.00					
1463	A COMPANY, INC.	114-9989920		STANDARD RESTROOM RENTAL, #ADA397, BI WEEKLY SERVICE, WINCHESTER PARK/SUTTERS MILL, 2/3-3/1/20	03/06/2020	160.00	.00	01-6212 RENT-EQUIPMENT	1004	3/20		
Total 114-9989920:						160.00	.00					
Total A COMPANY, INC.:						1,313.78	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	02292020ACH		ACHD IMPACT FEE, FEB.'20	02/29/2020	135,149.00	135,149.00	01-2510 ACHD IMPACT FEE TRANSFER	0	3/20	03/05/2020	
Total 02292020ACHDI:						135,149.00	135,149.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						135,149.00	135,149.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	066670		SHERIFF SERVICES FOR MARCH 2020	03/02/2020	208,449.56	.00	01-6000 LAW ENFORCEMENT SERVICES	0	3/20		
Total 066670:						208,449.56	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ADA COUNTY SHERIFF'S OFFICE:						208,449.56	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	000010230301		<u>INTERNET SERVICE AT THE ORCHARD PARKS OFFICE, 3/1-31/20</u>	03/01/2020	164.75	.00	<u>01-6290 UTILITIES</u>	1004	3/20		
Total 0000102303012020:						164.75	.00					
Total ADVANCED COMMUNICATIONS, INC.:						164.75	.00					
AFFORDABLE TRANSMISSION & AUTO REPAIR												
1780	AFFORDABLE TRANSMISSION & AUTO REPAIR	13860	9714	<u>SMOG TESTING ON PARKS TRUCK, S.HOWELL</u>	03/05/2020	11.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	3/20		
Total 13860:						11.00	.00					
Total AFFORDABLE TRANSMISSION & AUTO REPAIR:						11.00	.00					
AMERICAN AIR FILTER COMPANY INC												
1842	AMERICAN AIR FILTER COMPANY INC	91493349	9719	<u>48 -24X24X2 AIR FILTERS & 24-18X25X2 AIR FILTERS, M.NADEAU, FEB.'20</u>	03/06/2020	300.72	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	3/20		
Total 91493349:						300.72	.00					
Total AMERICAN AIR FILTER COMPANY INC:						300.72	.00					
AMERICAN WATER WORKS ASSOC.												
1016	AMERICAN WATER WORKS ASSOC.	7001763853		<u>MEMBERSHIP RENEWAL FOR C.DEYOUNG, MEMBER #02658827, 5/1/20-4/30/21 - WATER</u>	01/27/2020	68.80	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	3/20		
1016	AMERICAN WATER WORKS ASSOC.	7001763853		<u>MEMBERSHIP RENEWAL FOR C.DEYOUNG, MEMBER #02658827, 5/1/20-4/30/21 - P.I</u>	01/27/2020	17.20	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 7001763853:						86.00	.00					
Total AMERICAN WATER WORKS ASSOC.:						86.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	70254		<u>LAB WATER SAMPLES, FEB.'20</u>	02/29/2020	304.00	.00	<u>20-6152 M & R - LABORATORY COSTS</u>	0	3/20		
Total 70254:						304.00	.00					
1	ANALYTICAL LABORATORIES	70255		<u>LAB TESTS, FEB.'20</u>	02/29/2020	2,440.55	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	3/20		
Total 70255:						2,440.55	.00					
Total ANALYTICAL LABORATORIES:						2,744.55	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	200006696	9686	<u>2020 AIC SPRING DISTRICT CONFERENCE, MAYOR STEAR, A. WELKER, FEB.'20</u>	02/26/2020	39.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	0	3/20		
Total 200006696:						39.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						39.00	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	7629		<u>FLOOR GRINDER RENTAL, FOR GREENBELT RESTROOM TO RE-EPOXY, FEB.'20</u>	02/13/2020	84.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	3/20		
Total 7629:						84.00	.00					
1846	BIG SKY RENTALS LLC	7679	9685	<u>PROPANE FOR THE FARM, C.MCDANIEL, FEB.'20</u>	02/26/2020	376.65	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/20		

City of Kuna

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Report dates: 2/28/2020-3/12/2020

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				TREATMENT PLANT, D.CROSSLEY, MAR.'20 - WATER	03/06/2020	57.73	.00	20-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	BINDING COMBS, HIGHLIGHTERS, RUBBER BANDS, 2 CS COPY PAPER, 1 BOX FILE FOLDERS, TREATMENT PLANT, D.CROSSLEY, MAR.'20 - SEWER	03/06/2020	57.73	.00	21-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	BINDING COMBS, HIGHLIGHTERS, RUBBER BANDS, 2 CS COPY PAPER, 1 BOX FILE FOLDERS, TREATMENT PLANT, D.CROSSLEY, MAR.'20 - WATER	03/06/2020	22.00	.00	25-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	2 BOXES FILE FOLDERS, 1 EA SCANNED STAMP, CITY HALL, MAR.'20 - ADMIN	03/06/2020	18.81	.00	01-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	2 BOXES FILE FOLDERS, 1 EA SCANNED STAMP, CITY HALL, MAR.'20 - WATER	03/06/2020	12.87	.00	20-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	2 BOXES FILE FOLDERS, 1 EA SCANNED STAMP, CITY HALL, MAR.'20 - SEWER	03/06/2020	12.87	.00	21-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	2 BOXES FILE FOLDERS, 1 EA SCANNED STAMP, CITY HALL, MAR.'20 - P.I	03/06/2020	4.96	.00	25-6165 OFFICE SUPPLIES	0	3/20		
1795	BUYWYZ LLC	150799	9711	2 CARTONS PAPER TOWELS AND 1 CASE TOILET PAPER, SENIOR CENTER, MAR.'20	03/06/2020	184.45	.00	01-6025 JANITORIAL	1001	3/20		
1795	BUYWYZ LLC	150799	9711	4 CASES PAPER TOWELS, CITY HALL, MAR.'20 - ADMIN	03/06/2020	110.32	.00	01-6025 JANITORIAL	0	3/20		
1795	BUYWYZ LLC	150799	9711	4 CASES PAPER TOWELS, CITY HALL, MAR.'20 - WATER	03/06/2020	75.48	.00	20-6025 JANITORIAL	0	3/20		
1795	BUYWYZ LLC	150799	9711	4 CASES PAPER TOWELS, CITY HALL, MAR.'20 - SEWER	03/06/2020	75.48	.00	21-6025 JANITORIAL	0	3/20		
1795	BUYWYZ LLC	150799	9711	4 CASES PAPER TOWELS, CITY HALL, MAR.'20 - P.I	03/06/2020	29.04	.00	25-6025 JANITORIAL	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 150799:						661.74	.00					
Total BUYWYZ LLC:						786.38	.00					
CAMPBELL TRACTOR & IMPLEMENT COMPANY												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N44891	9723	LAWNMOWER BLADES FOR THE JOHN DEERE MOWER AT THE LAGOONS. MAR.'20	03/06/2020	67.32	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/20		
Total N44891:						67.32	.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						67.32	.00					
CASELLE INC												
1239	CASELLE INC	03032020CAS		CONTRACT SUPPORT AND MAINTENANCE FOR 4/1-30/20 - ADMIN	03/03/2020	606.80	.00	01-6052 CONTRACT SERVICES	0	3/20		
1239	CASELLE INC	03032020CAS		CONTRACT SUPPORT AND MAINTENANCE FOR 4/1-30/20 - WATER	03/03/2020	434.60	.00	20-6052 CONTRACT SERVICES	0	3/20		
1239	CASELLE INC	03032020CAS		CONTRACT SUPPORT AND MAINTENANCE FOR 4/1-30/20 - SEWER	03/03/2020	434.60	.00	21-6052 CONTRACT SERVICES	0	3/20		
1239	CASELLE INC	03032020CAS		CONTRACT SUPPORT AND MAINTENANCE FOR 4/1-30/20 - P.I	03/03/2020	164.00	.00	25-6052 CONTRACT SERVICES	0	3/20		
Total 03032020CASELLE:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
CITIBANK, N.A.												
1874	CITIBANK, N.A.	200141626	9621	POWER INVERTOR FOR WATER F350 AND TRAILER HITCH. S. HOWELL, FEB. '20	02/14/2020	465.97	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/20		
Total 200141626:						465.97	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total CITIBANK, N.A.:						465.97	.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	0096213-IN	9632	<u>2 DRUMS OF OIL FOR FLEET SHOP, S. HOWELL, FEB. '20-ADMIN</u>	02/24/2020	395.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	3/20		
2020	CONRAD & BISCHOFF INC	0096213-IN	9632	<u>2 DRUMS OF OIL FOR FLEET SHOP, S. HOWELL, FEB. '20-SEWER</u>	02/24/2020	158.00	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
2020	CONRAD & BISCHOFF INC	0096213-IN		<u>2 DRUMS OF OIL FOR FLEET SHOP, S. HOWELL, FEB. '20-WATER</u>	02/24/2020	158.00	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
2020	CONRAD & BISCHOFF INC	0096213-IN		<u>2 DRUMS OF OIL FOR FLEET SHOP, S. HOWELL, FEB. '20-PI</u>	02/24/2020	79.00	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	3/20		
Total 0096213-IN:						790.00	.00					
Total CONRAD & BISCHOFF INC:						790.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	L975305	9673	<u>FLANGES, BOLTS AND GASKETS, AND BALL VALVES FOR BACKFLOWS, M.DAVILA, FEB. '20</u>	02/26/2020	959.08	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	3/20		
Total L975305:						959.08	.00					
63	CORE & MAIN LP	M007011	9703	<u>100 EA 3/4" WATER METERS, 200 METER GASKETS, B. BURR, FEB. '20</u>	03/04/2020	30,310.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	3/20		
Total M007011:						30,310.00	.00					
Total CORE & MAIN LP:						31,269.08	.00					
CREATIVE WRAPS												
1970	CREATIVE WRAPS	1410	9670	<u>70 EA SIGNS FOR THE LAGOONS, T. SHAFFER, FEB. '20</u>	03/04/2020	1,050.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 1410:						1,050.00	.00					
Total CREATIVE WRAPS:						1,050.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8338		<u>ELECTRICAL WORK FOR PRESSURE WASHER AT THE TREATMENT PLANT. T.SHAFFER, MAR.'20</u>	03/02/2020	1,535.41	.00	21-6150 M & R - SYSTEM	0	3/20		
Total 8338:						1,535.41	.00					
Total CUSTOM ELECTRIC, INC.:						1,535.41	.00					
D & B SUPPLY												
75	D & B SUPPLY	27486	9678	<u>MASK AND CHAPS FOR CHAINSAW. M.MEADE, FEB.'20</u>	02/26/2020	159.98	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	3/20		
75	D & B SUPPLY	27486		<u>TAPE MEASURE AND WEDGE. M.MEADE, FEB.'20</u>	02/26/2020	19.98	.00	01-6175 SMALL TOOLS	1004	3/20		
75	D & B SUPPLY	27486		<u>1 PAIR STEEL TOE BOOTS. J.DURHAM, MAR.'20</u>	02/26/2020	129.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	3/20		
Total 27486:						309.95	.00					
75	D & B SUPPLY	29453	9728	<u>POLE SAW KIT, BLADES, AND VALVE BOXES. M.MEADE, MAR.'20</u>	03/09/2020	250.95	.00	01-6175 SMALL TOOLS	1004	3/20		
Total 29453:						250.95	.00					
Total D & B SUPPLY:						560.90	.00					
DIGLINE												
25	DIGLINE	0063107-IN		<u>DIG FEES, FEB.'20 - WATER</u>	02/29/2020	266.01	.00	20-6065 DIG LINE EXPENSE	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
25	DIGLINE	0063107-IN		<u>DIG FEES, FEB.'20 - SEWER</u>	02/29/2020	266.01	.00	21-6065 DIG LINE EXPENSE	0	3/20		
25	DIGLINE	0063107-IN		<u>DIG FEES, FEB.'20 - P.I</u>	02/29/2020	101.34	.00	25-6065 DIG LINE EXPENSE	0	3/20		
Total 0063107-IN:						633.36	.00					
Total DIGLINE:						633.36	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	02292020DMH		<u>PLUMBING PERMITS, FEB.'20</u>	02/29/2020	7,923.60	7,923.60	01-6052 CONTRACT SERVICES	1005	3/20	03/05/2020	
Total 02292020DMH:						7,923.60	7,923.60					
Total DMH ENTERPRISES:						7,923.60	7,923.60					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-1946076	9700	<u>1 TOTE OF CHLORINE, D. CROSSLEY, MAR.'20</u>	03/05/2020	751.41	.00	20-6151 M & R - PROCESS CHEMICALS	0	3/20		
Total IN-1946076:						751.41	.00					
Total DUBOIS CHEMICALS INC:						751.41	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	1836811A		<u>SHORTED DELIVERY CHARGES ON 2/3/20</u>	02/03/2020	.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	3/20		
Total 1836811A:						.60	.00					
1731	ED STAUB & SONS PETROLEUM, INC	1972267		<u>135 GALLONS PROPANE, SHORTLINE SHOP, FEB.'20 - ADMIN</u>	02/25/2020	123.53	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				INTERNET SERVICE 100 MB - MAR.'20 - SEWER	03/01/2020	65.00	.00	21-6052 CONTRACT SERVICES	0	3/20		
1831	FATBEAM LLC	11713		MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE 100 MB - MAR.'20 - P.I	03/01/2020	25.00	.00	25-6052 CONTRACT SERVICES	0	3/20		
Total 11713:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0735893		FLANGED FITTINGS FOR WEST WELL, T.FLEMING, JAN.'20	01/28/2020	2,199.74	.00	21-6020 CAPITAL IMPROVEMENTS	1157	3/20		
Total 0735893:						2,199.74	.00					
219	FERGUSON ENTERPRISES INC	0737521	9648	HYDRANT ADAPTER PARTS USED FOR FLUSHING, WATER, D. CROSSLEY, FEB.'20	02/20/2020	280.59	.00	20-6150 M & R - SYSTEM	0	3/20		
Total 0737521:						280.59	.00					
219	FERGUSON ENTERPRISES INC	0737882	9674	FLANGES, RINGS, PLUGS AND VALVES, J.OSBORN, FEB.'20	02/25/2020	288.83	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/20		
Total 0737882:						288.83	.00					
219	FERGUSON ENTERPRISES INC	0737921	9706	PIPE AND SUPPLIES FOR WEST WELL REHAB, FEB.'20	02/25/2020	455.89	.00	21-6020 CAPITAL IMPROVEMENTS	1157	3/20		
219	FERGUSON ENTERPRISES INC	0737921	9706	HYDRANT WRENCHES, T.FLEMING, FEB.'20	02/25/2020	55.00	.00	21-6175 SMALL TOOLS	0	3/20		
Total 0737921:						510.89	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
219	FERGUSON ENTERPRISES INC	CM059499		<u>CREDIT MEMO FOR RETURNED FLANGED FITTINGS FOR WEST WELL, T.FLEMING, JAN.'20</u>	01/28/2020	-2,199.74	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	3/20		
Total CM059499:						-2,199.74	.00					
Total FERGUSON ENTERPRISES INC:						1,080.31	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	7537048	9675	<u>HYDRAULIC LINES FOR JACOBSEN MOWER, PARKS, B. GILLOGLY, FEB.'20</u>	02/25/2020	262.34	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	3/20		
Total 7537048:						262.34	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						262.34	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	1660B		<u>SMART RACK ENCLOSURE, FEB.'20 - WATER</u>	02/12/2020	479.65	479.65	<u>20-6150 M & R - SYSTEM</u>	0	3/20	03/06/2020	
2014	FREUND PROPERTIES LLC	1660B		<u>SMART RACK ENCLOSURE, FEB.'20 - SEWER</u>	02/12/2020	479.65	479.65	<u>21-6150 M & R - SYSTEM</u>	0	3/20	03/06/2020	
2014	FREUND PROPERTIES LLC	1660B		<u>SMART RACK ENCLOSURE, FEB.'20 - P.I</u>	02/12/2020	182.72	182.72	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	3/20	03/06/2020	
Total 1660B:						1,142.02	1,142.02					
2014	FREUND PROPERTIES LLC	1722B		<u>MONTHLY SUPPORT, FEB.'20 - ADMIN</u>	03/04/2020	1,134.30	1,134.30	<u>01-6045 CONTINGENCY</u>	1210	3/20	03/06/2020	
2014	FREUND PROPERTIES LLC	1722B		<u>MONTHLY SUPPORT, FEB.'20 - WATER</u>	03/04/2020	776.10	776.10	<u>20-6045 CONTINGENCY</u>	1210	3/20	03/06/2020	
2014	FREUND PROPERTIES LLC	1722B		<u>MONTHLY SUPPORT, FEB.'20 - SEWER</u>	03/04/2020	776.10	776.10	<u>21-6045 CONTINGENCY</u>	1210	3/20	03/06/2020	
2014	FREUND PROPERTIES LLC	1722B		<u>MONTHLY SUPPORT, FEB.'20 - P.I</u>	03/04/2020	298.50	298.50	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20	03/06/2020	

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Total 1722B:						2,985.00	2,985.00					
Total FREUND PROPERTIES LLC:						4,127.02	4,127.02					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	03/2020		<u>ANIMAL CONTROL CONTRACT SERVICES FOR MAR.'20</u>	03/01/2020	9,281.75	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	3/20		
Total 03/2020:						9,281.75	.00					
Total IDAHO HUMANE SOCIETY:						9,281.75	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1201622	9638	<u>AD#1996290, 1996294, 1996423, 1996439, PUBLICATIONS OF ORD. NO.S 2020-09, 2020-10, 2020-11, & 2020-12, PUBLISHING 2/26/2020, A. WELKER, FEB. '20</u>	02/26/2020	1,805.65	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	3/20		
1802	IDAHO PRESS TRIBUNE, LLC	1201622	9640	<u>AD#1996474, 763 W AVALON REZONE, CASE NO. 19-05-ZC, D. HANSON, FEB. '20</u>	02/26/2020	49.40	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	3/20		
1802	IDAHO PRESS TRIBUNE, LLC	1201622	9643	<u>AD#1996475, LEGAL PUBLICATION, CHOTIKA SUBDIVISION, PUBLIC HEARING NOTICE, J. HELLMAN, FEB. '20</u>	02/26/2020	57.54	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	3/20		
1802	IDAHO PRESS TRIBUNE, LLC	1201622	9609	<u>AD#1997139, PUBLIC HEARING, FILE 19-09-S, CORBIN'S COVE, T. BEHUNIN, FEB. '20</u>	02/26/2020	57.54	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	3/20		
Total 1201622:						1,970.13	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,970.13	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	02252020IDSP		<u>NEW EMPLOYEE FINGERPRINTING, JAN.'20</u>	02/25/2020	10.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	3/20		

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Total 02252020IDSP:						10.00	.00					
Total IDAHO STATE POLICE:						10.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196128		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 1/28- 2/26/20</u>	02/27/2020	470.36	470.36	<u>01-6290 UTILITIES</u>	1001	3/20	03/06/2020	
Total 4821351961282262020B:						470.36	470.36					
37	INTERMOUNTAIN GAS CO	482327707128		<u>NATURAL GAS CONSUMPTION AT ORCHARD PARKS OFFICE, 1/28-2/26/20</u>	02/27/2020	54.77	54.77	<u>01-6290 UTILITIES</u>	1004	3/20	03/06/2020	
Total 4823277071282262020B:						54.77	54.77					
37	INTERMOUNTAIN GAS CO	482634665128		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 01/28-2/26/20 - ADMIN</u>	02/27/2020	138.46	138.46	<u>01-6290 UTILITIES</u>	0	3/20	03/06/2020	
37	INTERMOUNTAIN GAS CO	482634665128		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 01/28-2/26/20 - WATER</u>	02/27/2020	94.74	94.74	<u>20-6290 UTILITIES EXPENSE</u>	0	3/20	03/06/2020	
37	INTERMOUNTAIN GAS CO	482634665128		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 01/28-2/26/20 - SEWER</u>	02/27/2020	94.74	94.74	<u>21-6290 UTILITIES EXPENSE</u>	0	3/20	03/06/2020	
37	INTERMOUNTAIN GAS CO	482634665128		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 01/28-2/26/20 - P.I</u>	02/27/2020	36.44	36.44	<u>25-6290 UTILITIES EXPENSE</u>	0	3/20	03/06/2020	
Total 4826346651282262020B:						364.38	364.38					
Total INTERMOUNTAIN GAS CO:						889.51	889.51					
INTERSTATE ALL BATTERY CENTER												
434	INTERSTATE ALL BATTERY CENTER	190210201294		<u>3 EA VAC TRUCK BATTERIES, B.GILLOGLY, MAR.'20</u>	02/28/2020	451.80	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 1902102012949:						451.80	.00					
Total INTERSTATE ALL BATTERY CENTER:						451.80	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	02272020-030		<u>SANITATION RECEIPT TRANSFER, 2/27-3/5/20</u>	03/06/2020	43,028.99	43,028.99	26-7000 SOLID WASTE SERVICE FEES	0	3/20	03/06/2020	
230	J & M SANITATION, INC.	02272020-030		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 2/27-3/5/20</u>	03/06/2020	-4,251.26	-4,251.26	01-4170 FRANCHISE FEES	0	3/20	03/06/2020	
Total 02272020-03052020B:						38,777.73	38,777.73					
230	J & M SANITATION, INC.	9000 - 030520		<u>SLUDGE REMOVAL REPORT, 2/13,17,19,21,26,27,3/2&4</u>	03/05/2020	2,880.00	.00	21-6153 M & R - SLUDGE DISPOSAL	0	3/20		
Total 9000 - 03052020:						2,880.00	.00					
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD ROLLOFF DUMP 2/28/28 - PARKS</u>	03/05/2020	225.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/20		
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD ROLLOFF DUMP 2/28/28 - WATER</u>	03/05/2020	90.00	.00	20-6150 M & R - SYSTEM	0	3/20		
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD ROLLOFF DUMP 2/28/28 - SEWER</u>	03/05/2020	90.00	.00	21-6150 M & R - SYSTEM	0	3/20		
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD ROLLOFF DUMP 2/28/28 - P.I</u>	03/05/2020	45.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/20		
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD DUMPSTER RENT, JANUARY 2020</u>	03/05/2020	15.00	.00	01-6212 RENT-EQUIPMENT	1004	3/20		
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD DUMPSTER RENT, JANUARY 2020 - WATER</u>	03/05/2020	6.00	.00	20-6212 RENT - EQUIPMENT	0	3/20		
230	J & M SANITATION, INC.	9036 - 030520		<u>25 YD DUMPSTER RENT, JANUARY 2020 - SEWER</u>	03/05/2020	6.00	.00	21-6212 RENT-EQUIPMENT	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				PLANT - WATER	03/05/2020	50.40	.00	20-6025 JANITORIAL	0	3/20		
1976	JONATHAN STRICKLAND	259		JANITORIAL SERVICES FOR MARCH 2020. TREATMENT PLANT - SEWER	03/05/2020	50.40	.00	21-6025 JANITORIAL	0	3/20		
1976	JONATHAN STRICKLAND	259		JANITORIAL SERVICES FOR MARCH 2020. TREATMENT PLANT - P.I	03/05/2020	19.20	.00	25-6025 JANITORIAL	0	3/20		
Total 259:						120.00	.00					
Total JONATHAN STRICKLAND:						1,126.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0131665		PROFESSIONAL SERVICES FOR CITY OF KUNA PARKS OFFICE PARKING LOT DESIGN, 1/1-2/1/20	02/18/2020	9,607.40	.00	40-6020 CAPITAL IMPROVEMENTS	1173	3/20		
Total 0131665:						9,607.40	.00					
1236	J-U-B ENGINEERS, INC.	0131667		PROFESSIONAL SERVICES FOR KUNA DT REVITALIZATION PHASE IIA & B. 1/1-2/1/20	02/18/2020	4,688.40	.00	03-6370 EXP - DOWNTOWN REVITALIZATION	0	3/20		
Total 0131667:						4,688.40	.00					
1236	J-U-B ENGINEERS, INC.	0132127		PROFESSIONAL SERVICES FOR KUNA URD ELIGIBILITY STUDY, L.HOLLAND, FEB.'20	02/25/2020	2,943.94	.00	40-6020 CAPITAL IMPROVEMENTS	1217	3/20		
Total 0132127:						2,943.94	.00					
1236	J-U-B ENGINEERS, INC.	0132161		PROFESSIONAL SERVICES FOR ZAMZOW'S PARK MASTER PLAN, FEB.'20	02/28/2020	701.25	.00	50-6045 CONTINGENCY	1190	3/20		

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Total 0132161:						701.25	.00					
Total J-U-B ENGINEERS, INC.:						17,940.99	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	803		<u>FIBER OPTIC LEASE FOR FEBRUARY 2020-ADMIN</u>	02/27/2020	114.00	.00	<u>01-6255 TELEPHONE</u>	0	3/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	803		<u>FIBER OPTIC LEASE FOR FEBRUARY 2020-WATER</u>	02/27/2020	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	3/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	803		<u>FIBER OPTIC LEASE FOR FEBRUARY 2020-SEWER</u>	02/27/2020	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	3/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	803		<u>FIBER OPTIC LEASE FOR FEBRUARY 2020-PI</u>	02/27/2020	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	3/20		
Total 803:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A112660	9696	<u>SEALANT, SWITCH BOX, BOX RING, WASHERS, PVC CAPS, BERNIE FISHER BATHROOMS, MAR.'20</u>	03/02/2020	22.71	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	3/20		
499	KUNA LUMBER	A112660	9696	<u>PARTS FOR THE CRIMSON POINT LIFT STATION LADDER, S.HOWELL, MAR.'20</u>	03/02/2020	4.50	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>CFL BULBS, LED BULBS, LIGHTING FOR TREATMENT PLANT, MAR.'20</u>	03/02/2020	281.39	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>GRIT FLAP DISCS, PUSH BROOM, CUT OFF WHEELS, FLEET SHOP SUPPLIES, MAR.'20 - ADMIN</u>	03/02/2020	37.66	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	3/20		

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499	KUNA LUMBER	A112660	9696	<u>GRIT FLAP DISCS, PUSH BROOM, CUT OFF WHEELS, FLEET SHOP SUPPLIES, MAR.'20 - WATER</u>	03/02/2020	15.07	.00	<u>20-6150 M & R - SYSTEM</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>GRIT FLAP DISCS, PUSH BROOM, CUT OFF WHEELS, FLEET SHOP SUPPLIES, MAR.'20 - SEWER</u>	03/02/2020	15.07	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>GRIT FLAP DISCS, PUSH BROOM, CUT OFF WHEELS, FLEET SHOP SUPPLIES, MAR.'20 - P.I</u>	03/02/2020	7.53	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>CAULK, SANDING DISCS, AND WOOD FOR WELL HOUSE WINDOW AND P.STEVEN'S DESK, MAR.'20 - WATER</u>	03/02/2020	28.07	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>CAULK, SANDING DISCS, AND WOOD FOR WELL HOUSE WINDOW AND P.STEVEN'S DESK, MAR.'20 - SEWER</u>	03/02/2020	28.07	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>CAULK, SANDING DISCS, AND WOOD FOR WELL HOUSE WINDOW AND P.STEVEN'S DESK, MAR.'20 - P.I</u>	03/02/2020	10.69	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/20		
499	KUNA LUMBER	A112660	9696	<u>WATER BLOW OFF VALVES, C.DEYOUNG, MAR.'20</u>	03/02/2020	4.77	.00	<u>20-6150 M & R - SYSTEM</u>	0	3/20		
Total A112660:						455.53	.00					
499	KUNA LUMBER	A112940	9659	<u>1" PIPE TAP FOR THE FARM, R. DAVILA, FEB. '20</u>	02/24/2020	33.29	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/20		
Total A112940:						33.29	.00					
499	KUNA LUMBER	A112951	9659	<u>1" PIPE TAP AND BRASS PLUG, FOR THE FARM, R. DAVILA, FEB. '20</u>	02/24/2020	15.25	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/20		

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Total A112951:						15.25	.00					
499	KUNA LUMBER	A113011	9687	<u>HOSE FOR NEW PUMP, THREAD TAPE FOR SUPPLY, AND CAPS FOR BACKFLOWS, J.COX, FEB.'20</u>	03/10/2020	61.08	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	3/20		
Total A113011:						61.08	.00					
499	KUNA LUMBER	A113042	9691	<u>HOSE, M.SMITH, FEB.'20</u>	02/28/2020	16.19	.00	<u>20-6150 M & R - SYSTEM</u>	0	3/20		
499	KUNA LUMBER	A113042	9691	<u>HOSE, M.SMITH, FEB.'20</u>	02/28/2020	4.05	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	3/20		
Total A113042:						20.24	.00					
499	KUNA LUMBER	A113142	9717	<u>4 BAGS CONCRETE FOR TREATMENT PLANT, J. COX, FEB.'20 - WATER</u>	03/05/2020	6.89	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	3/20		
499	KUNA LUMBER	A113142	9717	<u>4 BAGS CONCRETE FOR TREATMENT PLANT, J. COX, FEB.'20 - SEWER</u>	03/05/2020	6.89	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	3/20		
499	KUNA LUMBER	A113142	9717	<u>4 BAGS CONCRETE FOR TREATMENT PLANT, J. COX, FEB.'20 - P.I</u>	03/05/2020	2.62	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	3/20		
Total A113142:						16.40	.00					
499	KUNA LUMBER	B136095	9650	<u>2 PUSH BROOMS, WATER TEST GAUGE, TRUCKS, M. DAVILA, FEB.'20</u>	03/10/2020	38.20	.00	<u>20-6175 SMALL TOOLS</u>	0	3/20		
499	KUNA LUMBER	B136095	9650	<u>2 PUSH BROOMS, WATER TEST GAUGE, TRUCKS, M. DAVILA, FEB.'20</u>	03/10/2020	9.56	.00	<u>25-6175 SMALL TOOLS</u>	0	3/20		

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Total B136095:						47.76	.00					
499	KUNA LUMBER	B136223	9664	<u>ROPE TO TIE DOWN TREE, M. MEADE, FEB. '20</u>	02/24/2020	29.38	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/20		
Total B136223:						29.38	.00					
499	KUNA LUMBER	B136227	9665	<u>BRASS DRAIN PLUG, TRANSFER PUMP AT LAGOONS, R. DAVILA, FEB. '20</u>	02/24/2020	2.96	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/20		
Total B136227:						2.96	.00					
499	KUNA LUMBER	B136268	9672	<u>CHAINSAW OIL, M.MEADE, MAR.'20</u>	03/10/2020	11.24	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	3/20		
499	KUNA LUMBER	B136268	9672	<u>TRASH CANS FOR THE PARKS, M.MEADE, FEB.'20</u>	03/10/2020	41.38	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/20		
Total B136268:						52.62	.00					
499	KUNA LUMBER	B136493	9699	<u>13 EA TRASH CANS, FOR THE GREENBELT, S.JONES, MAR.'20</u>	03/03/2020	268.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/20		
Total B136493:						268.98	.00					
499	KUNA LUMBER	B136512	9705	<u>BATTERIES AND BUG KILLER, M.NADEAU, MAR.'20</u>	03/03/2020	39.25	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total B136512:						39.25	.00					
499	KUNA LUMBER	B136537	9707	<u>MARKING PAINT AND SURVEY STAKES, FOR ZAMZOW PARK, MAR.'20</u>	03/04/2020	24.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	3/20		

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Total B136537:						24.99	.00					
499	KUNA LUMBER	B136541	9708	<u>2 EA VALVE WRENCHES, J. COX</u>	03/04/2020	19.78	.00	<u>25-6175 SMALL TOOLS</u>	0	3/20		
Total B136541:						19.78	.00					
499	KUNA LUMBER	B136550	9710	<u>ITEMS FOR WEST WELL REHAB. R.DAVILA, MAR.'20</u>	03/04/2020	31.01	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	3/20		
Total B136550:						31.01	.00					
499	KUNA LUMBER	B136635	9721	<u>RINGS AND PLIERS, FOR NEW SIGNS AT THE FARM, C.MCDANIEL, MAR.'20</u>	03/06/2020	19.86	.00	<u>21-6090 FARM EXPENDITURES</u>	0	3/20		
Total B136635:						19.86	.00					
Total KUNA LUMBER:						1,138.38	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	2452	9724	<u>TOILET PAPER HOLDERS AND PIPE CUT, B.GILLOGLY</u>	03/04/2020	60.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	3/20		
Total 2452:						60.00	.00					
1775	KUNA MACHINE LLC	2465	9724	<u>SQUARE TUBING TO MAKE VALVE WRENCHES, B.GILLOGLY, MAR.'20</u>	03/06/2020	29.24	.00	<u>20-6175 SMALL TOOLS</u>	0	3/20		
Total 2465:						29.24	.00					
Total KUNA MACHINE LLC:						89.24	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	02292020KRF		<u>KUNA RURAL FIRE DISTRICT IMPACT FEES, FEB.'20</u>	02/29/2020	45,383.50	45,383.50	<u>01-2511 KRFD IMPACT FEE TRANSFER</u>	0	3/20	03/05/2020	

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Total 02292020KRFDI:						45,383.50	45,383.50					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						45,383.50	45,383.50					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	02292020KRF		<u>KRFD PLAN REVIEW FEES, FEB.'20</u>	02/29/2020	4,532.36	4,532.36	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	3/20	03/05/2020	
Total 02292020KRFDPR:						4,532.36	4,532.36					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						4,532.36	4,532.36					
KUNA WELDING												
46	KUNA WELDING	5591		<u>PIPE FOR BLOWOFF VALVE, SQUARE TUBING, LABOR, C.DEYOUNG, MAR. '20</u>	02/27/2020	45.11	.00	20-6150 M & R - SYSTEM	0	3/20		
Total 5591:						45.11	.00					
Total KUNA WELDING:						45.11	.00					
LAYNE OF IDAHO, INC.												
1322	LAYNE OF IDAHO, INC.	17791		<u>PUMP REPAIR, SWAN FALLS RD, T.FLEMING, FEB.'20</u>	02/19/2020	8,225.00	.00	21-6090 FARM EXPENDITURES	0	3/20		
Total 17791:						8,225.00	.00					
Total LAYNE OF IDAHO, INC.:						8,225.00	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800411759	9725	<u>TIRE SEALANT FOR LAGOON LAWN MOWER, S. HOWELL, MAR. 20</u>	03/09/2020	10.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/20		
Total 12800411759:						10.00	.00					

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Total LES SCHWAB TIRES:						10.00	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	21297087		<u>1 HYDROCHLORIC ACID CYLINDER RENTAL, FEB.'20</u>	02/29/2020	36.86	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total 21297087:						36.86	.00					
Total MATHESON TRI-GAS INC:						36.86	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	02212020BUOI		<u>DONATION FOR ECONOMIC IMPACT ASSESSMENT, L.HOLLAND, MAR.'20</u>	02/21/2020	500.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	4000	3/20		
Total 02212020BUOI:						500.00	.00					
Total MISCELLANEOUS VENDORS 2:						500.00	.00					
PARTS, INC.												
470	PARTS, INC.	207655	9661	<u>AIR FILTER AND OIL FILTER FOR OLD VAC TRUCK, S. HOWELL, FEB.'20</u>	02/24/2020	85.16	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	3/20		
Total 207655:						85.16	.00					
470	PARTS, INC.	207740	9669	<u>OIL AND FILTER FOR ECONOMIC DEV CAR, B.GILLOGLY, FEB.'20</u>	02/25/2020	57.18	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	4000	3/20		
Total 207740:						57.18	.00					
470	PARTS, INC.	207773	9676	<u>HYDRAULIC HOSE FOR JACOBSEN MOWER, B. GILLOGLY, FEB.'20</u>	02/25/2020	56.46	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	3/20		
Total 207773:						56.46	.00					

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470	PARTS, INC.	207802	9677	HYDRAULIC OIL FOR JACOBSEN MOWER, B. GILLOGLY, FEB. '20	02/26/2020	125.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/20		
Total 207802:						125.98	.00					
470	PARTS, INC.	207849	9681	1 BAG OF FLOOR DRY, B.GILLOGLY, FEB.'20	02/26/2020	5.19	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	3/20		
470	PARTS, INC.	207849		1 BAG OF FLOOR DRY, B. GILLOGLY, FEB. '20-WATER	02/26/2020	2.08	.00	20-6150 M & R - SYSTEM	0	3/20		
470	PARTS, INC.	207849		1 BAG OF FLOOR DRY, B GILLOGLY, FEB. '20-SEWER	02/26/2020	2.08	.00	21-6150 M & R - SYSTEM	0	3/20		
470	PARTS, INC.	207849		1 BAG OF FLOOR DRY, B GILLOGLY, FEB. '20-PI	02/26/2020	1.04	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/20		
Total 207849:						10.39	.00					
470	PARTS, INC.	208183		AIR FILTER AND OIL FILTER FOR OLD VAC TRUCK, S. HOWELL, FEB. '20	03/03/2020	41.98	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1005	3/20		
Total 208183:						41.98	.00					
470	PARTS, INC.	208230		2-CANS MARKING PAINT FOR ZAMZOWS PARK, MAR.'20	03/04/2020	12.86	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/20		
Total 208230:						12.86	.00					
Total PARTS, INC.:						390.01	.00					
QUADIENT FINANCE USA INC												
1770	QUADIENT FINANCE USA INC	02282020QFUI		POSTAGE METER REFILL, FEB.'20 - ADMIN	02/28/2020	66.50	.00	01-6190 POSTAGE & BILLING	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SERVICE, CITY HALL, 4/1/20-9/30/20 - ADMIN	03/01/2020	117.42	.00	01-6140 MAINT. & REPAIR BUILDING	0	3/20		
1860	SENTRY SECURITY MONITORING LLC	15767		ALARM MONITORING COMMERCIAL FIRE CENTRAL STATION AND COMMERCIAL CELLULAR COMMUNICATOR SERVICE, CITY HALL, 4/1/20-9/30/20 - WATER	03/01/2020	80.34	.00	20-6140 MAINT. & REPAIR BUILDING	0	3/20		
1860	SENTRY SECURITY MONITORING LLC	15767		ALARM MONITORING COMMERCIAL FIRE CENTRAL STATION AND COMMERCIAL CELLULAR COMMUNICATOR SERVICE, CITY HALL, 4/1/20-9/30/20 - SEWER	03/01/2020	80.34	.00	21-6140 MAINT. & REPAIR BUILDING	0	3/20		
1860	SENTRY SECURITY MONITORING LLC	15767		ALARM MONITORING COMMERCIAL FIRE CENTRAL STATION AND COMMERCIAL CELLULAR COMMUNICATOR SERVICE, CITY HALL, 4/1/20-9/30/20 - P.I	03/01/2020	30.90	.00	25-6140 MAINT. & REPAIR BUILDING	0	3/20		
Total 15767:						309.00	.00					
Total SENTRY SECURITY MONITORING LLC:						309.00	.00					
SHARP ELECTRONICS CORP-METERED												
1806	SHARP ELECTRONICS CORP-METERED	12219215		EXCESS METER READINGS, MODEL #MX2615N, SERIAL #55096581, 1/1-31/20 - TREATMENT PLANT - WATER	02/28/2020	31.59	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	3/20		
1806	SHARP ELECTRONICS CORP-METERED	12219215		EXCESS METER READINGS, MODEL #MX2615N, SERIAL #55096581, 1/1-31/20 - TREATMENT PLANT - SEWER	02/28/2020	31.59	.00	21-6142 MAINT. & REPAIRS-EQUIPMENT	0	3/20		
1806	SHARP ELECTRONICS CORP-METERED	12219215		EXCESS METER READINGS, MODEL #MX2615N, SERIAL #55096581, 1/1-31/20 - TREATMENT PLANT - PI	02/28/2020	12.03	.00	25-6142 MAINT. & REPAIRS-EQUIPMENT	0	3/20		
Total 12219215:						75.21	.00					

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Total SHARP ELECTRONICS CORP-METERED:						75.21	.00					
SUPERIOR BLASTING, INC.												
1721	SUPERIOR BLASTING, INC.	5056-509		<u>DRILL MOBILIZATION, TEST DRILL, FLAGGERS AND SIGNS, BACKFILL, PROSPECTOR SEWER PROJECT, DEC.'20</u>	12/24/2019	4,770.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1140	3/20		
Total 5056-509:						4,770.00	.00					
Total SUPERIOR BLASTING, INC.:						4,770.00	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	20839048	9702	<u>500 BUSINESS CARDS FOR J.WEBB, MAR.'20 - WATER</u>	03/04/2020	32.00	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/20		
1435	TAYLOR CORPORATION	20839048	9702	<u>500 BUSINESS CARDS FOR J.WEBB, MAR.'20 - P.I</u>	03/04/2020	8.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/20		
Total 20839048:						40.00	.00					
Total TAYLOR CORPORATION:						40.00	.00					
THE JORDEL COMPANY												
1523	THE JORDEL COMPANY	00000004453	9680	<u>ROUGH ELECTRICAL PASSES, D STEPHENS, FEB.'20</u>	02/27/2020	80.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	3/20		
Total 00000004453:						80.00	.00					
Total THE JORDEL COMPANY:						80.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06381519	9732	<u>1 EA -COFFEE, 2 EA - CREAMER, CITY HALL, MAR.'20</u>	03/10/2020	62.22	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/20		
Total 2160:06381519:						62.22	.00					
992	TREASURE VALLEY COFFEE	2160:06583125	9693	<u>2 EA 5-GALLON WATER BOTTLE & WATER COOLER RENTAL, FEB.'20-PARKS</u>	02/28/2020	24.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2160:06583125:						24.40	.00					
992	TREASURE VALLEY COFFEE	2160:06611466	9693	<u>2 EA 5 GALLON WATER BOTTLES & WATER COOLER RENTAL, MAINTENANCE, FEB. '20-</u>	02/28/2020	22.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	3/20		
Total 2160:06611466:						22.40	.00					
992	TREASURE VALLEY COFFEE	2160:06611504	9693	<u>5- EA 5-GALLON WATER BOTTLES & WATER COOLER RENTAL, CITY HALL, FEB. '20</u>	02/28/2020	43.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/20		
Total 2160:06611504:						43.50	.00					
Total TREASURE VALLEY COFFEE:						152.52	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	130800380603	9581	<u>ALIBABA.COM, LAND AND OCEAN COMPANY LTD, HEADBANDS FOR A MUD RUN, J. MORFINS, FEB. '20</u>	02/06/2020	741.24	.00	<u>01-6265 TRAINING & SCH00LING</u>	1086	3/20		
Total 13080038060339123991:						741.24	.00					
1444	U.S. BANK (VISA)	309900310837	9562	<u>HOLIDAY INN, HOTEL ROOM FOR J. WEBB FOR A BACKFLOW TRAINING CLASS, 2/6/2020, CROSSLEY, JAN. '20</u>	01/31/2020	73.10	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	3/20		
1444	U.S. BANK (VISA)	309900310837	9562	<u>HOLIDAY INN, HOTEL ROOM FOR J. WEBB FOR A BACKFLOW TRAINING CLASS, 2/6/2020, CROSSLEY, JAN. '20</u>	01/31/2020	18.27	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	3/20		
Total 30990031083752622580:						91.37	.00					
1444	U.S. BANK (VISA)	310600309750	9551	<u>ALBERTSONS, TREATS FOR HOSTING MAYOR'S MEETING, JAN. '20</u>	01/29/2020	8.99	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	0	3/20		

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Total 31060030975015150758:						8.99	.00					
1444	U.S. BANK (VISA)	330900300915	9569	<u>LICENSE PLATE FOR PUBLIC WORKS TRAILER, J EMPEY, JAN'20</u>	01/30/2020	9.95	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	330900300915	9569	<u>LICENSE PLATE FOR PUBLIC WORKS TRAILER, J EMPEY, JAN '20</u>	01/30/2020	9.95	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	330900300915	9569	<u>LICENSE PLATE FOR PUBLIC WORKS TRAILER, J EMPEY, JAN '20</u>	01/30/2020	3.79	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/20		
Total 33090030091565004932:						23.69	.00					
1444	U.S. BANK (VISA)	330900340915		<u>IDAHO.GOV, IDAHO TRANSPORTATION DEPARTMENT, EXEMPT LICENSE PLATES FOR CITY CAR, FEB.'20 - ADMIN</u>	02/03/2020	9.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
1444	U.S. BANK (VISA)	330900340915		<u>IDAHO.GOV, IDAHO TRANSPORTATION DEPARTMENT, EXEMPT LICENSE PLATES FOR CITY CAR, FEB.'20 - WATER</u>	02/03/2020	6.16	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
1444	U.S. BANK (VISA)	330900340915		<u>IDAHO.GOV, IDAHO TRANSPORTATION DEPARTMENT, EXEMPT LICENSE PLATES FOR CITY CAR, FEB.'20 - SEWER</u>	02/03/2020	6.16	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
1444	U.S. BANK (VISA)	330900340915		<u>IDAHO.GOV, IDAHO TRANSPORTATION DEPARTMENT, EXEMPT LICENSE PLATES FOR CITY CAR, FEB.'20 - P.I</u>	02/03/2020	2.37	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	3/20		
Total 33090034091568006617:						23.69	.00					

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				TREATMENT 1, IBOL, D. CROSSLEY, JAN. '20	01/31/2020	25.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	3/20		
Total 37470032000019829582:						25.00	.00					
1444	U.S. BANK (VISA)	374700500000	9627	PREP BLAST, CWI, EXAM REGISTRATION, M.NADEAU, FEB.'20	02/18/2020	25.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	3/20		
Total 37470050000011648029:						25.00	.00					
1444	U.S. BANK (VISA)	450000454002	9619	WALMART, MOVIES FOR MOVIES IN PARK, J. MORFIN, FEB. '20	02/13/2020	128.72	.00	01-6135 PUBLIC ENTERTAINMENT	1004	3/20		
Total 45000045400202581965:						128.72	.00					
1444	U.S. BANK (VISA)	650100367265	9580	DOG WASTE DEPO.COM, 3200 DOG WASTE BAGS FOR DOG PARK, J LORENTZ FEB '20	02/05/2020	108.89	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/20		
Total 65010036726567413507:						108.89	.00					
1444	U.S. BANK (VISA)	921500458526	9622	IDAHO INFLATABLES, WATER SLIDE RENTALS, POPSICLES WITH THE MAYO, N. STANLEY, FEB. '20	02/14/2020	471.10	.00	01-6155 MEETINGS/COMMI TTES	1031	3/20		
Total 92150045852621745974:						471.10	.00					
1444	U.S. BANK (VISA)	921500498527		IDAHO INFLATABLES, CREDIT, OVERCHARGED, FEB.'20	02/18/2020	-36.10	.00	01-6155 MEETINGS/COMMI TTES	1031	3/20		
Total 92150049852774737811:						-36.10	.00					
1444	U.S. BANK (VISA)	921600301002	9549	AMAZON.COM, WATER PUMP FOR FARM, T.SHAFFER, JAN.'20	01/30/2020	64.31	.00	21-6090 FARM EXPENDITURES	0	3/20		

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Total 92160030100228831928:						64.31	.00					
1444	U.S. BANK (VISA)	921600311009		<u>RASK EMISSIONS, TEST ON BUCKET TRUCK, S.HOWELL, JAN.'20 - PARKS</u>	01/31/2020	10.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	3/20		
1444	U.S. BANK (VISA)	921600311009		<u>RASK EMISSIONS, TEST ON BUCKET TRUCK, S.HOWELL, JAN.'20 - WATER</u>	01/31/2020	4.00	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
1444	U.S. BANK (VISA)	921600311009		<u>RASK EMISSIONS, TEST ON BUCKET TRUCK, S.HOWELL, JAN.'20 - SEWER</u>	01/31/2020	4.00	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	3/20		
1444	U.S. BANK (VISA)	921600311009		<u>RASK EMISSIONS, TEST ON BUCKET TRUCK, S.HOWELL, JAN.'20 - P.I</u>	01/31/2020	2.00	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	3/20		
Total 92160031100998555086:						20.00	.00					
1444	U.S. BANK (VISA)	921600351007		<u>LOWES, PAINT FOR BATHROOMS AT PARKS, B.WITHROW, FEB.'20</u>	02/04/2020	218.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	3/20		
Total 92160035100745044810:						218.00	.00					
1444	U.S. BANK (VISA)	921600361000	9577	<u>AMAZON, 1 CHAIR, 2 FLOOR MATS, P&Z, J HELLMAN, FEB'20</u>	02/05/2020	79.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	3/20		
Total 92160036100074210684:						79.99	.00					
1444	U.S. BANK (VISA)	921600371008		<u>AMAZON.COM, CLEAR CHAIR MATS, J.HELLMAN, MAR.'20</u>	02/06/2020	59.66	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	3/20		
Total 92160037100840535751:						59.66	.00					
1444	U.S. BANK (VISA)	921600431008	9598	<u>AMAZON.COM, 4 EA TABLET CASES W/KEYBOARDS FOR COUNCIL MEMBERS, J.EMPEY, FEB.20 - ADMIN</u>	02/12/2020	149.22	.00	<u>01-6045 CONTINGENCY</u>	1216	3/20		

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1444	U.S. BANK (VISA)	921600431008	9598	AMAZON.COM, 4 EA TABLET CASES W/KEYBOARDS FOR COUNCIL MEMBERS, J.EMPEY, FEB.20 - WATER	02/12/2020	6.63	.00	01-6045 CONTINGENCY	1216	3/20		
1444	U.S. BANK (VISA)	921600431008	9598	AMAZON.COM, 4 EA TABLET CASES W/KEYBOARDS FOR COUNCIL MEMBERS, J.EMPEY, FEB.20 - SEWER	02/12/2020	6.63	.00	01-6045 CONTINGENCY	1216	3/20		
1444	U.S. BANK (VISA)	921600431008	9598	AMAZON.COM, 4 EA TABLET CASES W/KEYBOARDS FOR COUNCIL MEMBERS, J.EMPEY, FEB.20 - P.I	02/12/2020	3.32	.00	01-6045 CONTINGENCY	1216	3/20		
1444	U.S. BANK (VISA)	921600431008	9598	AMAZON.COM, 4 EA TABLET CASES W/KEYBOARDS FOR P & Z COMMISSION, J.EMPEY, FEB.20	02/12/2020	207.25	.00	01-6045 CONTINGENCY	1216	3/20		
Total 92160043100863305126:						373.05	.00					
1444	U.S. BANK (VISA)	921600451001	9615	AMAZON, LEGAL SIZE FOLDERS, MSG LOG BOOK, 2 CALL REGISTER BOOKS, J. HELMAN, FEB. '20	02/14/2020	52.58	.00	01-6165 OFFICE SUPPLIES	1003	3/20		
Total 92160045100161598891:						52.58	.00					
1444	U.S. BANK (VISA)	921600491008		WALMART.COM, MOVIE FOR MOVIES IN THE PARK, J.MORFIN, FEB.'20	02/18/2020	17.16	.00	01-6135 PUBLIC ENTERTAINMENT	1004	3/20		
Total 92160049100835002888:						17.16	.00					
1444	U.S. BANK (VISA)	921600501003	9633	LOWES, POST MIX AND BELT FOR SANDER, M.MEADE, FEB.'20	02/19/2020	143.60	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/20		
Total 92160050100327381556:						143.60	.00					

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1444	U.S. BANK (VISA)	921600521001	9636	<u>AMAZON, CAR PHONE CHARGER AND 2 CABLES, T. SHAFFER, FEB. '20</u>	02/21/2020	28.88	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/20		
Total 92160052100177015658:						28.88	.00					
1444	U.S. BANK (VISA)	921600551005	9660	<u>LOWES, WINDOW FOR DANSKIN WELL HOUSE, S. HOWELL, FEB. '20</u>	02/24/2020	154.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	3/20		
Total 92160055100531366968:						154.00	.00					
1444	U.S. BANK (VISA)	952160028100	9526	<u>AMAZON.COM, LAPTOP CASE, N.STAUFFER, JAN.'20 - ADMIN</u>	01/28/2020	12.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	952160028100		<u>AMAZON.COM, LAPTOP CASE, N.STAUFFER, JAN.'20 - WATER</u>	01/28/2020	16.50	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	952160028100		<u>AMAZON.COM, LAPTOP CASE, N.STAUFFER, JAN.'20 - SEWER</u>	01/28/2020	16.50	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	952160028100		<u>AMAZON.COM, LAPTOP CASE, N.STAUFFER, JAN.'20 - P.I</u>	01/28/2020	4.49	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/20		
Total 952160028100867093065:						49.99	.00					
1444	U.S. BANK (VISA)	952160031100	9555	<u>AMAZON, PRINTER CARTRIDGE, N. STAUFFER, JAN.'20 - ADMIN</u>	01/31/2020	10.95	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	952160031100	9555	<u>AMAZON, PRINTER CARTRIDGE, N. STAUFFER, JAN.'20 - WATER</u>	01/31/2020	14.45	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	952160031100	9555	<u>AMAZON, PRINTER CARTRIDGE, N. STAUFFER, JAN.'20 - SEWER</u>	01/31/2020	14.45	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	3/20		
1444	U.S. BANK (VISA)	952160031100	9555	<u>AMAZON, PRINTER CARTRIDGE, N. STAUFFER, JAN.'20 - P.I</u>	01/31/2020	3.94	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	3/20		

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Total 952160031100850795838:						43.79	.00					
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-145.00	.00	01-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-99.21	.00	20-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-99.21	.00	21-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-38.16	.00	25-6045 <u>CONTINGENCY</u> <u>FUND</u>	1210	3/20		
Total 99000029295041075760:						-381.58	.00					
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 3 EA 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-217.50	.00	01-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 3 EA 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-148.82	.00	20-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 3 EA 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-148.82	.00	21-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF 3 EA 24"</u> <u>CURVED MONITORS, JAN.'20</u>	01/29/2020	-57.23	.00	25-6045 <u>CONTINGENCY</u> <u>FUND</u>	1210	3/20		
Total 99000029295041075786:						-572.37	.00					
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA CURVED 24"</u> <u>MONITORS, M.BORZICK,</u> <u>MAR.'20 - ADMIN</u>	01/29/2020	341.97	.00	01-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA CURVED 24"</u> <u>MONITORS, M.BORZICK,</u> <u>MAR.'20 - WATER</u>	01/29/2020	233.99	.00	20-6045 <u>CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA CURVED 24"</u> <u>MONITORS, M.BORZICK,</u> <u>MAR.'20 - SEWER</u>	01/29/2020	233.99	.00	21-6045 <u>CONTINGENCY</u>	1210	3/20		

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1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA CURVED 24" MONITORS, M.BORZICK, MAR.'20 - P.I</u>	01/29/2020	90.00	.00	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20		
Total 99000029295041075799:						899.95	.00					
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF HDMI CABLES, JAN.'20</u>	01/29/2020	-64.43	.00	<u>01-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF HDMI CABLES, JAN.'20</u>	01/29/2020	-44.08	.00	<u>20-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF HDMI CABLES, JAN.'20</u>	01/29/2020	-44.08	.00	<u>21-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>CREDIT/RETURN OF HDMI CABLES, JAN.'20</u>	01/29/2020	-16.97	.00	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20		
Total 99000029295041075802:						-169.56	.00					
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, MAR.'20 - ADMIN</u>	01/29/2020	60.78	.00	<u>01-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, MAR.'20 - WATER</u>	01/29/2020	41.59	.00	<u>20-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, MAR.'20 - SEWER</u>	01/29/2020	41.59	.00	<u>21-6045 CONTINGENCY</u>	1210	2/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, MAR.'20 - P.I</u>	01/29/2020	16.00	.00	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20		
Total 99000029295041075815:						159.96	.00					
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - ADMIN</u>	01/29/2020	341.97	.00	<u>01-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - WATER</u>	01/29/2020	233.99	.00	<u>20-6045 CONTINGENCY</u>	1210	3/20		

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1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - SEWER</u>	01/29/2020	233.99	.00	<u>21-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - P.I</u>	01/29/2020	90.00	.00	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20		
Total 99000029295064001086:						899.95	.00					
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - ADMIN</u>	01/29/2020	362.50	.00	<u>01-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - WATER</u>	01/29/2020	248.03	.00	<u>20-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - SEWER</u>	01/29/2020	248.03	.00	<u>21-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 5 EA 24" CURVED MONITORS, M.BORZICK, JAN.'20 - P.I</u>	01/29/2020	95.39	.00	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20		
Total 99000029295064023031:						953.95	.00					
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, JAN.'20 - ADMIN</u>	01/29/2020	64.43	.00	<u>01-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, JAN.'20 - WATER</u>	01/29/2020	44.09	.00	<u>20-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, JAN.'20 - SEWER</u>	01/29/2020	44.09	.00	<u>21-6045 CONTINGENCY</u>	1210	3/20		
1444	U.S. BANK (VISA)	990000292950		<u>BEST BUY, 4 EA HDMI CABLES, M.BORZICK, JAN.'20 - P.I</u>	01/29/2020	16.95	.00	<u>25-6045 CONTINGENCY FUND</u>	1210	3/20		
Total 99000029295064023049:						169.56	.00					

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Total U.S. BANK (VISA):						5,086.46	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	150073	9639	<u>CUSTODY SEALS, HOLE SAW SET, NUT DRIVER SET, HAND PUMP, PRY BAR, MAGNETIC LOCATOR, BOLT RATCHET WRENCH, FOR NEW WATER TRUCKS (#39 AND 30), D.CROSSLEY, FEB.'20</u>	02/20/2020	2,022.93	.00	<u>20-6175 SMALL TOOLS</u>	0	3/20		
265	USA BLUE BOOK	150073	9639	<u>CUSTODY SEALS, HOLE SAW SET, NUT DRIVER SET, HAND PUMP, PRY BAR, MAGNETIC LOCATOR, BOLT RATCHET WRENCH, FOR NEW WATER TRUCKS (#39 AND 30), D.CROSSLEY, FEB.'20</u>	02/20/2020	505.63	.00	<u>25-6175 SMALL TOOLS</u>	0	3/20		
265	USA BLUE BOOK	150073	9639	<u>HACH CHLORINE DISPENSER REFILL, D.CROSSLEY, FEB.'20</u>	02/20/2020	106.76	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
265	USA BLUE BOOK	150073	9639	<u>HACH DPD SAMPLE PACKS, D.CROSSLEY, FEB.'20 - WATER</u>	02/20/2020	69.74	.00	<u>20-6150 M & R - SYSTEM</u>	0	3/20		
265	USA BLUE BOOK	150073	9639	<u>HACH DPD SAMPLE PACKS, D.CROSSLEY, FEB.'20 - SEWER</u>	02/20/2020	69.74	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total 150073:						2,774.80	.00					
265	USA BLUE BOOK	152638		<u>CREDIT MEMO FOR RETURNED AVOCADO FLOATS, FEB.'20</u>	02/21/2020	-321.75	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total 152638:						-321.75	.00					
265	USA BLUE BOOK	154709		<u>REPLACEMENT FILTER FOR VACUUM, T.SHAFFER, MAR.'20</u>	02/25/2020	21.95	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	3/20		
Total 154709:						21.95	.00					
Total USA BLUE BOOK:						2,475.00	.00					

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UTILITY REFUND #9												
2004	UTILITY REFUND #9	121050.02		<u>TRAVIS J COFFMAN, 1710 W 4TH ST, UTILITY REFUND</u>	03/05/2020	36.76	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	121050.02		<u>TRAVIS J COFFMAN, 1710 W 4TH ST, UTILITY REFUND</u>	03/05/2020	23.46	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	121050.02		<u>TRAVIS J COFFMAN, 1710 W 4TH ST, UTILITY REFUND</u>	03/05/2020	20.14	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
Total 121050.02:						80.36	.00					
2004	UTILITY REFUND #9	150750.02		<u>KELLY ADAMS, 1330 N TUMBLER DR, UTILITY REFUND</u>	03/03/2020	23.65	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	150750.02		<u>KELLY ADAMS, 1330 N TUMBLER DR, UTILITY REFUND</u>	03/03/2020	28.11	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	150750.02		<u>KELLY ADAMS, 1330 N TUMBLER DR, UTILITY REFUND</u>	03/03/2020	21.82	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	150750.02		<u>KELLY ADAMS, 1330 N TUMBLER DR, UTILITY REFUND</u>	03/03/2020	1.16	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 150750.02:						74.74	.00					
2004	UTILITY REFUND #9	170980.04		<u>CLINT LOW, 689 S WHITEHORSE AVE, UTILITY REFUND</u>	03/05/2020	167.66	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	170980.04		<u>CLINT LOW, 689 S WHITEHORSE AVE, UTILITY REFUND</u>	03/05/2020	156.74	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	170980.04		<u>CLINT LOW, 689 S WHITEHORSE AVE, UTILITY REFUND</u>	03/05/2020	120.94	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	170980.04		<u>CLINT LOW, 689 S WHITEHORSE AVE, UTILITY REFUND</u>	03/05/2020	9.11	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		

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				REFUND	02/25/2020	-9.36	.00	21-4600 SEWER USER FEES	0	3/20		
2004	UTILITY REFUND #9	230700.02		JAMES S KIRKHAM, 476 S WILLOW TREE AVE, UTILITY REFUND	02/25/2020	-8.68	.00	26-4975 SOLID WASTE USER FEES	0	3/20		
2004	UTILITY REFUND #9	230700.02		JAMES S KIRKHAM, 476 S WILLOW TREE AVE, UTILITY REFUND	02/25/2020	.34	.00	25-4700 PRESS. IRRIGATION USER FEES	0	3/20		
Total 230700.02:						6.34	.00					
2004	UTILITY REFUND #9	241045.00		MERLIN POINTE LLC, 265 N BAY HAVEN AVE, UTILITY REFUND	02/21/2020	65.94	.00	20-4500 METERED WATER SALES	0	3/20		
2004	UTILITY REFUND #9	241045.00		MERLIN POINTE LLC, 265 N BAY HAVEN AVE, UTILITY REFUND	02/21/2020	54.69	.00	21-4600 SEWER USER FEES	0	3/20		
2004	UTILITY REFUND #9	241045.00		MERLIN POINTE LLC, 265 N BAY HAVEN AVE, UTILITY REFUND	02/21/2020	11.04	.00	25-4700 PRESS. IRRIGATION USER FEES	0	3/20		
Total 241045.00:						131.67	.00					
2004	UTILITY REFUND #9	250005.02		ROBERT WARE, 792 S WILLIS AVE, UTILITY REFUND	03/03/2020	6.49	.00	20-4500 METERED WATER SALES	0	3/20		
Total 250005.02:						6.49	.00					
2004	UTILITY REFUND #9	256001.00		TREASURED HOMES, 746 W BACKPACK LN, UTILITY REFUND	03/03/2020	45.20	.00	20-4500 METERED WATER SALES	0	3/20		
2004	UTILITY REFUND #9	256001.00		TREASURED HOMES, 746 W BACKPACK LN, UTILITY REFUND	03/03/2020	56.06	.00	21-4600 SEWER USER FEES	0	3/20		
2004	UTILITY REFUND #9	256001.00		TREASURED HOMES, 746 W BACKPACK LN, UTILITY REFUND	03/03/2020	6.18	.00	25-4700 PRESS. IRRIGATION USER FEES	0	3/20		

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Total 256001.00:						107.44	.00					
2004	UTILITY REFUND #9	260025.02		<u>MICHELLE L PROFITT, 2382 W CERULEAN DR, UTILITY REFUND</u>	03/03/2020	23.43	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	260025.02		<u>MICHELLE L PROFITT, 2382 W CERULEAN DR, UTILITY REFUND</u>	03/03/2020	18.94	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	260025.02		<u>MICHELLE L PROFITT, 2382 W CERULEAN DR, UTILITY REFUND</u>	03/03/2020	14.67	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
Total 260025.02:						57.04	.00					
2004	UTILITY REFUND #9	268311.00		<u>CBH HOMES, 2611 W QUILCEDA ST, UTILITY REFUND</u>	02/25/2020	45.74	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	268311.00		<u>CBH HOMES, 2611 W QUILCEDA ST, UTILITY REFUND</u>	02/25/2020	22.25	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	268311.00		<u>CBH HOMES, 2611 W QUILCEDA ST, UTILITY REFUND</u>	02/25/2020	15.71	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 268311.00:						83.70	.00					
2004	UTILITY REFUND #9	276032.02		<u>KENDALL J BRUNSON, 423 W BUTTONBUSH DR, UTILITY REFUND</u>	02/25/2020	58.67	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	276032.02		<u>KENDALL J BRUNSON, 423 W BUTTONBUSH DR, UTILITY REFUND</u>	02/25/2020	41.88	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	276032.02		<u>KENDALL J BRUNSON, 423 W BUTTONBUSH DR, UTILITY REFUND</u>	02/25/2020	36.64	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	276032.02		<u>KENDALL J BRUNSON, 423 W BUTTONBUSH DR, UTILITY REFUND</u>	02/25/2020	2.05	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 276032.02:						139.24	.00					
2004	UTILITY REFUND #9	277005.02C		<u>KATHERINE BOWMAN, 2491 N HONEYSUCKLE WAY, UTILITY REFUND</u>	03/06/2020	17.08	17.08	<u>20-4500 METERED WATER SALES</u>	0	3/20	03/06/2020	
Total 277005.02C:						17.08	17.08					
2004	UTILITY REFUND #9	277107.02		<u>CHRISTOPHER D WILMES, 745 WALLSPICE ST, UTILITY REFUND</u>	03/05/2020	25.12	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	277107.02		<u>CHRISTOPHER D WILMES, 745 WALLSPICE ST, UTILITY REFUND</u>	03/05/2020	27.83	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	277107.02		<u>CHRISTOPHER D WILMES, 745 WALLSPICE ST, UTILITY REFUND</u>	03/05/2020	26.16	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	277107.02		<u>CHRISTOPHER D WILMES, 745 WALLSPICE ST, UTILITY REFUND</u>	03/05/2020	4.81	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	3/20		
Total 277107.02:						83.92	.00					
2004	UTILITY REFUND #9	277125.01		<u>CBH HOMES, 2615 N TUMBLER PL, UTILITY REFUND</u>	02/21/2020	32.59	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	277125.01		<u>CBH HOMES, 2615 N TUMBLER PL, UTILITY REFUND</u>	02/21/2020	24.39	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	277125.01		<u>CBH HOMES, 2615 N TUMBLER PL, UTILITY REFUND</u>	02/21/2020	7.20	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	3/20		
Total 277125.01:						64.18	.00					
2004	UTILITY REFUND #9	280410.01		<u>P & F DEVELOPMENT, 2076 N STAR GARNET AVE, UTILITY REFUND</u>	02/25/2020	21.15	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		

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2004	UTILITY REFUND #9	280410.01		<u>P & F DEVELOPMENT, 2076 N STAR GARNET AVE, UTILITY REFUND</u>	02/25/2020	3.84	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	280410.01		<u>P & F DEVELOPMENT, 2076 N STAR GARNET AVE, UTILITY REFUND</u>	02/25/2020	17.61	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 280410.01:						42.60	.00					
2004	UTILITY REFUND #9	292013.00		<u>CBH HOMES, 8860 S HOBAN AVE, UTILITY REFUND</u>	02/25/2020	40.33	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	292013.00		<u>CBH HOMES, 8860 S HOBAN AVE, UTILITY REFUND</u>	02/25/2020	17.43	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	292013.00		<u>CBH HOMES, 8860 S HOBAN AVE, UTILITY REFUND</u>	02/25/2020	12.20	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 292013.00:						69.96	.00					
2004	UTILITY REFUND #9	292014.00		<u>CBH HOMES, 8838 S HOBAN AVE, UTILITY REFUND</u>	02/21/2020	21.97	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	292014.00		<u>CBH HOMES, 8838 S HOBAN AVE, UTILITY REFUND</u>	02/21/2020	28.53	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	292014.00		<u>CBH HOMES, 8838 S HOBAN AVE, UTILITY REFUND</u>	02/21/2020	13.68	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 292014.00:						64.18	.00					
2004	UTILITY REFUND #9	292041.00		<u>CBH HOMES, 2671 W RICKON ST, UTILITY REFUND</u>	02/21/2020	51.21	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	292041.00		<u>CBH HOMES, 2671 W RICKON ST, UTILITY REFUND</u>	02/21/2020	17.69	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	292041.00		<u>CBH HOMES, 2671 W RICKON ST, UTILITY REFUND</u>	02/21/2020	6.31	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		

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Total 292041.00:						75.21	.00					
2004	UTILITY REFUND #9	292050.00		<u>CBH HOMES, 2650 W MALCOLM WAY, UTILITY REFUND</u>	02/21/2020	26.25	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	292050.00		<u>CBH HOMES, 2650 W MALCOLM WAY, UTILITY REFUND</u>	02/21/2020	27.39	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	292050.00		<u>CBH HOMES, 2650 W MALCOLM WAY, UTILITY REFUND</u>	02/21/2020	11.19	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 292050.00:						64.83	.00					
2004	UTILITY REFUND #9	302131.02		<u>LINDSEY P WILLMAN, 9520 S FUEGO AVE, UTILITY REFUND</u>	03/04/2020	8.02	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	302131.02		<u>LINDSEY P WILLMAN, 9520 S FUEGO AVE, UTILITY REFUND</u>	03/04/2020	4.92	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	302131.02		<u>LINDSEY P WILLMAN, 9520 S FUEGO AVE, UTILITY REFUND</u>	03/04/2020	3.88	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
Total 302131.02:						16.82	.00					
2004	UTILITY REFUND #9	303008.03		<u>MICHAEL MARTINEZ, 1141 E SHADY RIDGE DR, UTILITY REFUND</u>	03/03/2020	41.09	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	303008.03		<u>MICHAEL MARTINEZ, 1141 E SHADY RIDGE DR, UTILITY REFUND</u>	03/03/2020	43.68	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	303008.03		<u>MICHAEL MARTINEZ, 1141 E SHADY RIDGE DR, UTILITY REFUND</u>	03/03/2020	41.46	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	303008.03		<u>MICHAEL MARTINEZ, 1141 E SHADY RIDGE DR, UTILITY REFUND</u>	03/03/2020	6.49	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		

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Total 303008.03:						132.72	.00					
2004	UTILITY REFUND #9	303272.01		<u>CAREY W ENGLIN, 1054 E BRUSH CREEK ST, UTILITY REFUND</u>	02/25/2020	24.62	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	303272.01		<u>CAREY W ENGLIN, 1054 E BRUSH CREEK ST, UTILITY REFUND</u>	02/25/2020	31.99	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	303272.01		<u>CAREY W ENGLIN, 1054 E BRUSH CREEK ST, UTILITY REFUND</u>	02/25/2020	25.74	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	303272.01		<u>CAREY W ENGLIN, 1054 E BRUSH CREEK ST, UTILITY REFUND</u>	02/25/2020	12.61	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 303272.01:						94.96	.00					
2004	UTILITY REFUND #9	310313.02		<u>AMY E RICE, 9328 S FIDALGO DR, UTILITY REFUND</u>	02/25/2020	24.48	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	310313.02		<u>AMY E RICE, 9328 S FIDALGO DR, UTILITY REFUND</u>	02/25/2020	21.33	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	310313.02		<u>AMY E RICE, 9328 S FIDALGO DR, UTILITY REFUND</u>	02/25/2020	18.72	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	310313.02		<u>AMY E RICE, 9328 S FIDALGO DR, UTILITY REFUND</u>	02/25/2020	9.48	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 310313.02:						74.01	.00					
2004	UTILITY REFUND #9	318310.01		<u>HOPE DEVELOPMENT, 140 S BAY HAVEN PL, UTILITY REFUND</u>	03/03/2020	17.67	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	318310.01		<u>HOPE DEVELOPMENT, 140 S BAY HAVEN PL, UTILITY REFUND</u>	03/03/2020	17.00	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		

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2004	UTILITY REFUND #9	318310.01		<u>HOPE DEVELOPMENT, 140 S BAY HAVEN PL, UTILITY REFUND</u>	03/03/2020	3.00	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 318310.01:						37.67	.00					
2004	UTILITY REFUND #9	330050.00		<u>TOLL BROS INC, 1184 E TROPHY ST, UTILITY REFUND</u>	02/25/2020	41.26	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	330050.00		<u>TOLL BROS INC, 1184 E TROPHY ST, UTILITY REFUND</u>	02/25/2020	14.65	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	330050.00		<u>TOLL BROS INC, 1184 E TROPHY ST, UTILITY REFUND</u>	02/25/2020	9.30	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 330050.00:						65.21	.00					
2004	UTILITY REFUND #9	330170.00		<u>TOLL BROS INC, 1713 N GREENVILLE AVE, UTILITY REFUND</u>	02/21/2020	27.67	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	330170.00		<u>TOLL BROS INC, 1713 N GREENVILLE AVE, UTILITY REFUND</u>	02/21/2020	26.09	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	330170.00		<u>TOLL BROS INC, 1713 N GREENVILLE AVE, UTILITY REFUND</u>	02/21/2020	10.53	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		
Total 330170.00:						64.29	.00					
2004	UTILITY REFUND #9	330175.00		<u>TOLL BROS INC, 1773 N GREENVILLE AVE, UTILITY REFUND</u>	02/25/2020	37.72	.00	<u>20-4500 METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	330175.00		<u>TOLL BROS INC, 1773 N GREENVILLE AVE, UTILITY REFUND</u>	02/25/2020	10.42	.00	<u>21-4600 SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	330175.00		<u>TOLL BROS INC, 1773 N GREENVILLE AVE, UTILITY REFUND</u>	02/25/2020	7.21	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	3/20		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 330175.00:						55.35	.00					
2004	UTILITY REFUND #9	330195.00		<u>TOLL BROS INC. 900 E WHITETAIL ST. UTILITY REFUND</u>	02/25/2020	41.66	.00	20-4500 METERED WATER SALES	0	3/20		
2004	UTILITY REFUND #9	330195.00		<u>TOLL BROS INC. 900 E WHITETAIL ST. UTILITY REFUND</u>	02/25/2020	13.68	.00	21-4600 SEWER USER FEES	0	3/20		
2004	UTILITY REFUND #9	330195.00		<u>TOLL BROS INC. 900 E WHITETAIL ST. UTILITY REFUND</u>	02/25/2020	8.42	.00	25-4700 PRESS. IRRIGATION USER FEES	0	3/20		
Total 330195.00:						63.76	.00					
2004	UTILITY REFUND #9	330239.00		<u>TOLL BROS INC. 2005 N SNOWFIELD AVE. UTILITY REFUND</u>	02/21/2020	28.41	.00	20-4500 METERED WATER SALES	0	3/20		
2004	UTILITY REFUND #9	330239.00		<u>TOLL BROS INC. 2005 N SNOWFIELD AVE. UTILITY REFUND</u>	02/21/2020	27.28	.00	21-4600 SEWER USER FEES	0	3/20		
2004	UTILITY REFUND #9	330239.00		<u>TOLL BROS INC. 2005 N SNOWFIELD AVE. UTILITY REFUND</u>	02/21/2020	10.26	.00	25-4700 PRESS. IRRIGATION USER FEES	0	3/20		
Total 330239.00:						65.95	.00					
2004	UTILITY REFUND #9	340032.01		<u>CBH HOMES. 6869 S BIRCH CREEK AVE. UTILITY REFUND</u>	02/25/2020	40.59	.00	20-4500 METERED WATER SALES	0	3/20		
2004	UTILITY REFUND #9	340032.01		<u>CBH HOMES. 6869 S BIRCH CREEK AVE. UTILITY REFUND</u>	02/25/2020	7.90	.00	21-4600 SEWER USER FEES	0	3/20		
2004	UTILITY REFUND #9	340032.01		<u>CBH HOMES. 6869 S BIRCH CREEK AVE. UTILITY REFUND</u>	02/25/2020	15.05	.00	25-4700 PRESS. IRRIGATION USER FEES	0	3/20		
Total 340032.01:						63.54	.00					

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2004	UTILITY REFUND #9	340056.01		<u>CBH HOMES, 1430 W CROOKED RIVER DR, UTILITY REFUND</u>	02/21/2020	26.05	.00	<u>20-4500_METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	340056.01		<u>CBH HOMES, 1430 W CROOKED RIVER DR, UTILITY REFUND</u>	02/21/2020	26.72	.00	<u>21-4600_SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	340056.01		<u>CBH HOMES, 1430 W CROOKED RIVER DR, UTILITY REFUND</u>	02/21/2020	11.41	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	3/20		
Total 340056.01:						64.18	.00					
2004	UTILITY REFUND #9	340071.01		<u>CBH HOMES, 1432 W MALAD RIVER ST, UTILITY REFUND</u>	02/21/2020	33.84	.00	<u>20-4500_METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	340071.01		<u>CBH HOMES, 1432 W MALAD RIVER ST, UTILITY REFUND</u>	02/21/2020	35.67	.00	<u>21-4600_SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	340071.01		<u>CBH HOMES, 1432 W MALAD RIVER ST, UTILITY REFUND</u>	02/21/2020	15.40	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	3/20		
Total 340071.01:						84.91	.00					
2004	UTILITY REFUND #9	80680.04		<u>SCOTT K BROWN, 900 N CLEVELAND AVE, UTILITY REFUND</u>	02/25/2020	32.60	.00	<u>20-4500_METERED WATER SALES</u>	0	3/20		
2004	UTILITY REFUND #9	80680.04		<u>SCOTT K BROWN, 900 N CLEVELAND AVE, UTILITY REFUND</u>	02/25/2020	37.66	.00	<u>21-4600_SEWER USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	80680.04		<u>SCOTT K BROWN, 900 N CLEVELAND AVE, UTILITY REFUND</u>	02/25/2020	30.05	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	3/20		
2004	UTILITY REFUND #9	80680.04		<u>SCOTT K BROWN, 900 N CLEVELAND AVE, UTILITY REFUND</u>	02/25/2020	11.71	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	3/20		
Total 80680.04:						112.02	.00					

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Total UTILITY REFUND #9:						2,814.31	17.08					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - ADMIN</u>	02/28/2020	141.49	.00	01-6255 TELEPHONE	0	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - P & Z</u>	02/28/2020	53.74	.00	01-6255 TELEPHONE	1003	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - PARKS</u>	02/28/2020	524.73	.00	01-6255 TELEPHONE	1004	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - BUILDING DEPARTMENT</u>	02/28/2020	95.58	.00	01-6255 TELEPHONE	1005	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - WATER</u>	02/28/2020	469.80	.00	20-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - SEWER</u>	02/28/2020	554.14	.00	21-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - P.I</u>	02/28/2020	128.25	.00	25-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	9849366278		<u>CELL PHONE SERVICE, 1/29-2/28/20 - ECONOMIC DEVELOPMENT</u>	02/28/2020	46.85	.00	01-6255 TELEPHONE	4000	3/20		
Total 9849366278:						2,014.58	.00					
1575	VERIZON WIRELESS	9849503742		<u>IPAD SERVICE, 2/2-3/1/20 - ADMIN</u>	03/01/2020	5.01	.00	01-6255 TELEPHONE	0	3/20		
1575	VERIZON WIRELESS	9849503742		<u>IPAD SERVICE, 2/2-3/1/20 - PARKS</u>	03/01/2020	20.02	.00	01-6255 TELEPHONE	1004	3/20		
1575	VERIZON WIRELESS	9849503742		<u>IPAD SERVICE, 2/2-3/1/20 - WATER</u>	03/01/2020	6.61	.00	20-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	9849503742		<u>IPAD SERVICE, 2/2-3/1/20 - SEWER</u>	03/01/2020	6.61	.00	21-6255 TELEPHONE				

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								EXPENSE	0	3/20		
1575	VERIZON WIRELESS	9849503742		<u>IPAD SERVICE, 2/2-3/1/20 - P.I</u>	03/01/2020	1.79	.00	25-6255 TELEPHONE EXPENSE	0	3/20		
Total 9849503742:						40.04	.00					
1575	VERIZON WIRELESS	984950743		<u>IPAD SERVICE, 2/6-3/1/20 - ADMIN</u>	03/01/2020	26.24	.00	01-6255 TELEPHONE	0	3/20		
1575	VERIZON WIRELESS	984950743		<u>IPAD SERVICE, 2/6-3/1/20 - P & Z</u>	03/01/2020	131.25	.00	01-6255 TELEPHONE	1003	3/20		
1575	VERIZON WIRELESS	984950743		<u>IPAD SERVICE, 2/6-3/1/20 - WATER</u>	03/01/2020	34.64	.00	20-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	984950743		<u>IPAD SERVICE, 2/6-3/1/20 - SEWER</u>	03/01/2020	34.64	.00	21-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	984950743		<u>IPAD SERVICE, 2/6-3/1/20 - P.I</u>	03/01/2020	9.44	.00	25-6255 TELEPHONE EXPENSE	0	3/20		
1575	VERIZON WIRELESS	984950743		<u>NEW EQUIPMENT CHARGES, FEB. '20</u>	03/01/2020	2,789.91	.00	01-6045 CONTINGENCY	1216	3/20		
Total 984950743:						3,026.12	.00					
Total VERIZON WIRELESS:						5,080.74	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0476965		<u>RECORDS DESTRUCTION, 2/1-29/20 - CITY HALL - ADMIN</u>	03/01/2020	11.78	.00	01-6052 CONTRACT SERVICES	0	3/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0476965		<u>RECORDS DESTRUCTION, 2/1-29/20 - CITY HALL - WATER</u>	03/01/2020	8.06	.00	20-6052 CONTRACT SERVICES	0	3/20		
1633	WESTERN RECORDS DESTRUCTION, INC.	0476965		<u>RECORDS DESTRUCTION, 2/1-29/20 - CITY HALL - SEWER</u>	03/01/2020	8.06	.00	21-6052 CONTRACT SERVICES	0	3/20		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 2/28/2020-3/12/2020

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1633	WESTERN RECORDS DESTRUCTION, INC.	0476965		<u>RECORDS DESTRUCTION, 2/1- 29/20 - CITY HALL - P.I</u>	03/01/2020	3.10	.00	<u>25-6052 CONTRACT SERVICES</u>	0	3/20		
Total 0476965:						31.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						31.00	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN001232673		<u>PM2 SERVICE AT ORCHARD LIFT STATION, T.FLEMING, FEB.'20</u>	02/24/2020	1,252.81	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total IN001232673:						1,252.81	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001232675		<u>PM1 SERVICE AT DANSKIN LIFT STATION, T.FLEMING, FEB'20</u>	02/24/2020	349.86	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total IN001232675:						349.86	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001232710		<u>PM1 SERVICE AT DISCOVERY LIFT STATION, C.DEYOUNG, FEB.'20</u>	02/24/2020	245.83	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total IN001232710:						245.83	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001232716		<u>PM1 SERVICE AT CEDAR WELL, C.DEYOUNG, FEB.'20</u>	02/24/2020	418.75	.00	<u>20-6150 M & R - SYSTEM</u>	0	3/20		
Total IN001232716:						418.75	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001232742		<u>PM1 SERVICE AT TEN MILE LIFT STATION, T.FLEMING, FEB.'20</u>	02/24/2020	343.51	.00	<u>21-6150 M & R - SYSTEM</u>	0	3/20		
Total IN001232742:						343.51	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WESTERN STATES EQUIPMENT CO.:						2,610.76	.00					
WEX BANK												
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - ADMIN	02/29/2020	4.54	.00	01-6300 FUEL	0	3/20		
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - PARK	02/29/2020	386.19	.00	01-6300 FUEL	1004	3/20		
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - BUILDING DEPARTMENT	02/29/2020	279.03	.00	01-6300 FUEL	1005	3/20		
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - WATER	02/29/2020	237.80	.00	20-6300 FUEL	0	3/20		
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - SEWER	02/29/2020	83.91	.00	21-6300 FUEL	0	3/20		
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - P.I	02/29/2020	66.54	.00	25-6300 FUEL	0	3/20		
1234	WEX BANK	64167058		FUEL FOR VEHICLES, FEB.'20 - ECONOMIC DEVELOPMENT	02/29/2020	25.51	.00	01-6300 FUEL	4000	3/20		
Total 64167058:						1,083.52	.00					
Total WEX BANK:						1,083.52	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	02292020WPG		LEGAL SERVICES FOR FEBRUARY 2020 - CAPITAL IMPROVEMENTS/UPRR	02/29/2020	414.00	.00	40-6020 CAPITAL IMPROVEMENTS	1207	3/20		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	02292020WPG		LEGAL SERVICES FOR FEBRUARY 2020 - ADMIN	02/29/2020	1,708.13	.00	01-6202 PROFESSIONAL SERVICES	0	3/20		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	02292020WPG		LEGAL SERVICES FOR FEBRUARY 2020 - P & Z	02/29/2020	225.00	.00	01-6202 PROFESSIONAL SERVICES	1003	3/20		
Total 02292020WPGN:						2,347.13	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						2,347.13	.00					
YMC INC												
2025	YMC INC	158481		SERVICED SEWER LINE, 371 E ROSEMARY CT, T.FLEMING, FEB.'20	02/19/2020	240.00	.00	21-6150 M & R - SYSTEM	0	3/20		
Total 158481:						240.00	.00					
Total YMC INC:						240.00	.00					
ZAMZOWS												
66	ZAMZOWS	394075363	9663	B12 FOR A PINE TREE TRANSPLANT, M.MEADE, FEB.'20	02/24/2020	56.93	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/20		
Total 394075363:						56.93	.00					
Total ZAMZOWS:						56.93	.00					
Grand Totals:						583,614.53	253,090.69					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 2/28/2020-3/12/2020

Page: 57
Mar 12, 2020 11:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Invoice Detail.Voided = No



City of Kuna
Alcohol Beverage License
751 W 4th Street
P.O. BOX 13
KUNA, ID 83634
Phone: (208) 922-5546
E-mail: cityclerk@kunaid.gov

***** OFFICE USE ONLY *****

Date 3/3/2020 City License No. 180030
 New Renewal Modification Transfer
 LICENSE: 180030A
 APPROVED DENIED
 Date Fee Paid and Receipt No.: 418670671637

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK (Includes On Premise Wine)	\$ 562.50	<u>X</u>
OFF PREMISE BEER	\$ 50.00	_____
OFF PREMISE WINE	\$ 200.00	_____
ON PREMISE BEER	\$ 200.00	<u>X</u>
ON PREMISE WINE	\$ 200.00	<u>X</u>
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)	_____	_____

*1/2 price - licensed after
Jan. 1, 2020 - AW
\$381.25*

TOTAL \$ ~~962.50~~ 762.50

All applications include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE
New applications also include: Copy of ABC stamped approved Foot Print
All Licenses will expire annually on May 1 at 2:00 a.m.

BUSINESS NAME: Riceworks LLC PHONE: 2087616724
 BUSINESS LOCATION: 482 W. Main St. Kuna, ID 83634
(City, State, Zip Code)
 BUSINESS MAILING ADDRESS: 10716 W. Cruser Dr. Boise, ID 83709
(City, State, Zip Code)
 APPLICANT NAME: Phu Tran PHONE: 2087616724
 RESIDENCE ADDRESS 10716 W. Cruser Dr. Boise, ID 83709
(City, State, Zip Code)

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Phu Tran ADDRESS 10716 W. Cruser Dr. Boise, ID 83709
 NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____

Date 02/27/20
 Applicant Signature Date

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

State of Idaho

Idaho State Police

Cycle Tracking Number: 114293
ISLD ID: 8614

Premises Number: 1A-27299 **Retail Alcohol Beverage License**
Incorporated City

License Year: 2020
License Number: 27299

This is to certify, that Riceworks LLC
doing business as: Riceworks

is licensed to sell alcoholic beverages as stated below at:
482 Main St, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license. County and city licenses are also required in order to operate.

Liquor	Yes	<u>\$750.00</u>
Beer	Yes	<u>\$50.00</u>
On-premises consumption	Yes	<u>\$0.00</u>
Kegs to go	No	
Restaurant	Yes	<u>\$0.00</u>
Wine by the bottle	Yes	<u>\$0.00</u>
Wine by the glass	Yes	<u>\$0.00</u>
Multipurpose arena	No	
Growlers	No	
Plaza	No	

Signature of Licensee, Corporate Officer, LLC Member or Partner

RICEWORKS LLC
RICEWORKS
10716 W CRUSER DR

BOISE, ID 83709

Mailing Address

TOTAL FEE: \$800.00

License Valid: 02/03/2020 - 04/30/2020

Expires: 04/30/2020

Director of Idaho State Police



SEE REVERSE SIDE FOR SALE OR TRANSFER OF THIS LICENSE

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

2019-2020

RETAIL ALCOHOL BEVERAGE LICENSE

2020959

ADA COUNTY, IDAHO

STATE OF IDAHO

This is to certify, that Riceworks LLC

dba: Riceworks

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at: 482 Main St , Kuna, ID 83634



License valid from February 25, 2020 to April 30, 2020

Beer	DRAFT, bottled or canned, ON or OFF premises consumption	\$100.00
Liquor	Kuna City	\$187.50

Signature of Licensee or Officer of Corporation

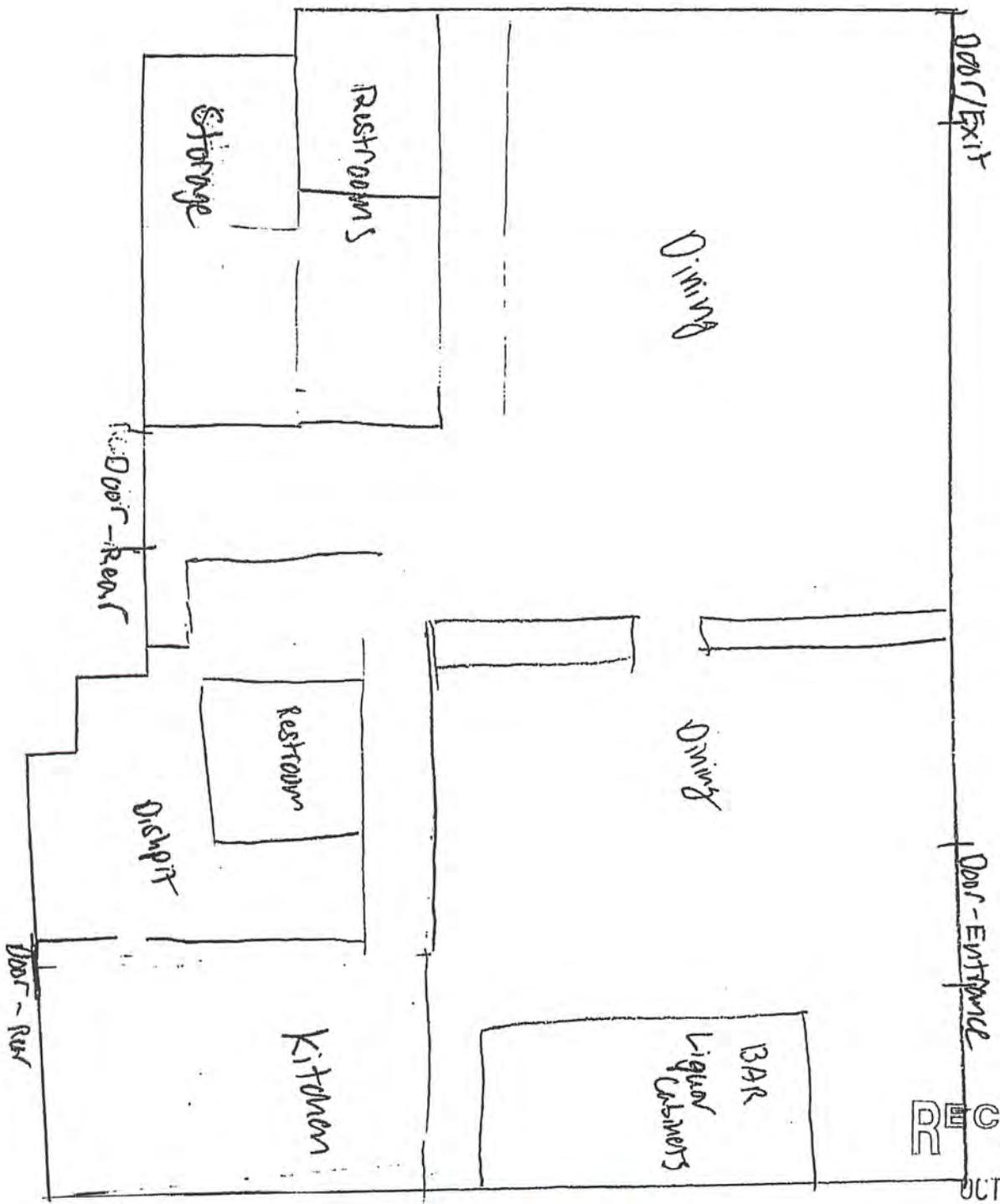
APPROVED by the Board of County Commissioners this 25th day of February, 2020

Phil McGee, Clerk

Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

Premises ID 1A-27299



Riceworks, LLC Kuma Floor Plan

RECEIVED

OCT 24 2019

IDAHO STATE POLICE ALCOHOL BEVERAGE CONTROL

COPY

**RESOLUTION NO. R22-2020
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO RATIFYING DOCUMENT 00520 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE FOR MAIN ST, AVENUE C TO AVENUE A, KUNA (DOWNTOWN REVITALIZATION PROJECT, PHASE II), ICDBG PROJECT NO. ICDBG-19-1 I 1-13-ED, FEDERAL-AID PROJECT NO. A020(143); KEY NO. 20143, J-U-B PROJECT NO. 10-17-142 AND APPROVING THE MAYOR’S SIGNATURE AND THE CITY CLERK’S ATTESTMENT.

WHEREAS, the award of bid to Knife River Corporation for Main St, Avenue C to Avenue A, Kuna (Downtown Revitalization Project, Phase II), ICDBG Project No. ICDBG-19-111-13-ED, Federal-Aid Project No. A020(143); Key No. 20143, J-U-B Project No. 10-17-142 was approved by Resolution No. R16-2020 on February 18, 2020; and

WHEREAS, Knife River Corporation, called CONTRACTOR, and the City of Kuna, called OWNER, have certain duties and responsibilities as outlined in DOCUMENT 00520 pertaining to the development of Main St, Avenue C to Avenue A, Kuna; and

WHEREAS, Knife River Corporation shall complete all work as specified or indicated in DOCUMENT 00520; and

WHEREAS, the City of Kuna shall pay Knife River Corporation for all work, at the prices stated in CONTRACTOR's Bid, included as an exhibit in DOCUMENT 00520; and

WHEREAS, the City Council of Kuna, Idaho finds it is in the best interests of the City of Kuna to enter into said agreement titled “*DOCUMENT 00520 Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price*”.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Kuna, Idaho as follows:

Section 1. “*DOCUMENT 00520 Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price*” with Knife River Corporation for Main St, Avenue C to Avenue A, Kuna (Downtown Revitalization Project, Phase II), ICDBG Project No. ICDBG-19-111-13-ED, Federal-Aid Project No. A020(143); Key No. 20143, J-U-B Project No. 10-17-142, in substantially the format as attached hereto as “**EXHIBIT A**”, is hereby ratified.

Section 2. The Mayor’s signature and the City Clerk’s attestation on said agreement are approved.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of March, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of March, 2020.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

DOCUMENT 00520
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON
THE BASIS OF A STIPULATED PRICE

MAIN ST, AVENUE C TO AVENUE A, KUNA
(Downtown Revitalization Project, Phase II)
ICDBG PROJECT NO. ICDBG-19-111-13-ED
FEDERAL-AID PROJECT NO. A020(143); KEY NO. 20143
J-U-B PROJECT NO. 10-17-142

THIS AGREEMENT is by and between the City of Kuna (hereinafter called OWNER) and Knife River Corporation (hereinafter called CONTRACTOR).
- Mountain West

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work involves a full rebuild of approximately 791 linear feet along two blocks of Main Street from Avenue C to Avenue A, including new curb, gutter, sidewalk, lighting, landscaping and irrigation, storm drainage improvements and underground facilities, driveway approaches, paving, street scape and other related and miscellaneous work.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The 'Main St, Avenue C to Avenue A, Kuna' project is described as a full rebuild of approximately 791 linear feet along two blocks of Main Street from Avenue A to Avenue C, including sidewalk and landscaping improvements. The purpose of the project is to improve blighted conditions by installing lighting, curb, gutter, sidewalk, drainage, water, irrigation, streetscape improvements and other related work in downtown Kuna. This project will improve pedestrian access and safety, resolve inadequate infrastructure issues, to revitalize Kuna's Central Business District. The Ada County Highway District (ACHD) owns the right-of-way within the project limits.

ARTICLE 3 - ENGINEER

1. The Design Engineer is J-U-B Engineers, Inc. The Construction Project Engineer is J-U-B Engineers, Inc. hereinafter called ENGINEER, and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Project will be completed in accordance with the following schedule requirements:

Project Phasing: The Main St, Avenue C to Avenue A, Kuna Project will be completed in accordance with the following schedule requirements. The project is to be constructed in two phases. The contractor shall incur all costs associated with constructing the project in phases including planning, scheduling, and mobilization. The project phases are defined as follows:

Stage 1A: Includes all construction activities located on the south side of Main Street between Ave. A and Ave C. The north side of Main Street shall remain open and allow for two lane traffic. The contractor shall utilize traffic control devices (and flaggers during intermittent closures) to mitigate access to local and business traffic only. Road closures and detours shall be relocated from Stage 1A to Stage 1B in accordance with the approved temporary traffic control plan. Stage 1A will be substantially complete within forty (40) calendar days of Begin Construction or no later than May 31, 2020 whichever is earlier. Stage 1B will begin near the end of Stage 1A to limit, as much as possible, traffic disruption at the intersections of Main Street and Ave. A, B, & C.

Stage 1B: Includes all construction activities located on south side of the intersection of Main Street and Ave. A. The north side of Main Street shall remain open and allow for one lane of westbound traffic only. The contractor shall utilize traffic control devices (and flaggers during intermittent closures) to mitigate access to local and business traffic only. Road closures and detours shall be removed from Stage 1B and be relocated to Stage 2 in accordance with the approved temporary traffic control plan. Stage 1B will be substantially complete within ten (10) calendar days of Begin Construction on Stage 1B or no later than June 10, 2020 whichever is earlier. Stage 2 will begin near the end of Stage 1B to limit, as much as possible, traffic disruption at the intersections of Main Street and Ave. A, B, & C.

Stage 2: Includes all construction activities located on the north side of Main Street between Ave. A and Ave C. The south side of Main Street shall remain open and allow for two lane traffic. The contractor shall utilize traffic control devices (and flaggers during intermittent closures) to mitigate access to local and business traffic only. Stage 2 shall be substantially complete within forty-five (45) calendar days following Phase 1 substantial completion or no later than July 25, 2020 whichever is earlier.

4.02 *Dates for Substantial Completion and Final Payment*

A. The work will be substantially complete within ninety five (95) calendar days after the date with the Contract Times commence to run as provided, and completed and ready for final payment within one hundred (100) calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$2,500.00 for each day that expires after the time specified in paragraph 4.02 above for Substantial Completion for each Phase of construction until the Work is substantially complete. After Substantial Completion of both Stage 1A, 1B and Stage 2, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$2,500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 5.01.A:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the ISPWC General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions. Applications for Payment shall be sent to the attention of "Public Works Contracts", 751 W. 4th Street, Kuna, Idaho, 83634.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the ISPWC General Conditions:

- a. Ninety-five (95) percent of Work completed (with the balance being retainage): and
- b. Ninety-five (95) percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to Ninety-five (95) percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with Paragraph 14.02.B.5 of the ISPWC General Conditions and less one-hundred (100) percent of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at Substantial Completion, the character and progress of the work has been satisfactory, the OWNER may, at the OWNER's sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the ISPWC General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the ISPWC General Conditions shall bear interest at the rate of two (2.0) percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which, if applicable, have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the ISPWC General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which, if applicable, have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the ISPWC General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by the applicable Laws and Regulations, neither owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

L. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to _____, inclusive);
2. Performance Bond (pages _____ to _____, inclusive);
3. Payment Bond (pages _____ to _____, inclusive);
4. Other Bonds (N/A);
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
5. Project Manual
6. General Conditions –ISPWC-Division 100 of the Idaho Standards for Public Works Construction.
7. Supplementary Conditions (pages _____ to _____, inclusive)
8. Special Provisions (pages _____ to _____, inclusive)
9. Drawings consisting of General, Civil, Structural, Landscape, Irrigation and Electrical Sheets (pages G-001 to E-005, inclusive) with each sheet bearing the following General Title: Main St; Avenue A to Avenue C, Kuna; Federal Aid Project No. A020(063), Key No. 20063
10. Addenda (pages 1 to 2, inclusive)
11. Exhibits to this Agreement (enumerated as follows):
 - a. CONTRACTOR's Bid (pages _____ to _____, inclusive)
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____, inclusive);
 - c. Idaho Community Development Block Grant documents:
 1. ICDBG Supplemental General Conditions
 2. Steps to Comply with Section 3 (HUD Compliance) and related certifications
 3. Federal Labor Standards Provisions (HUD 4010)
 4. Davis Bacon Wage Decision
 5. Project Sign Requirements
 6. Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
 7. ICDBG Environmental Mitigation Measures
 - d. Transportation Alternatives Program-Transportation Management Area (TAP-TMA), and Surface Transportation Program-Transportation Management Area (STP-TMA) documents;

1. TAP-TMA and STP-TMA Supplemental Conditions
 2. Bidder's Registration (DBE Related)
 3. EEO Special Provisions
 4. Bidder's Non-Collusion Affidavit
 5. Buy America
 6. Drug-Free Workplace Affidavit
 7. FHWA 1273
 8. Davis Bacon Wage Determination
 9. TAP-STP-TMA Environmental Mitigation Measures
 10. License Requirements (Plumbing, Electrical, Public Works)
 11. NPDES (Storm Water Permit)
 12. Title VI Inclusions
 13. Clean Water Insert
 14. Warrants hiring of persons authorized to work in the US
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages I to I, inclusive);
 - b. Written Amendments;
 - c. Work Change Directives;
 - d. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.05 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05.

1. "corrupt practice" means the offering, giving receiving, or soliciting of anything of value to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

- A. ICDBG Certifications as included in these contract documents
- B. TAP-TMA and STP-TMA Conditions as included in these contract documents

10.06 *Materials Testing During Construction*

Materials testing and inspection on TAP projects must be done in accordance with Materials Operational Memorandum No. 17B.

10.07 *Other Provisions*

NA

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____

OWNER:

CONTRACTOR:

City of Kuna _____

Knife River Corporation - Mountain West _____

By: [Signature] _____

By: [Signature] _____

Printed Name: Jessee Rosin _____

Attest [Signature] _____

[CORPORATE SEAL]
Attest [Signature] _____

Address for giving notices: _____

Address for giving notices: _____

City of Kuna _____

5450 W Gowen Road _____

751 West 4th Street _____

Boise, ID 83709 _____

Kuna, ID 83634 _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. PWC-C-033799-U-1-2-3 _____
(Where applicable)

Agent for service of process: _____

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: _____

Name: Mike Cole _____

Title: _____

Title: Project Manager _____

Address: 751 West 4th Street _____

Address: 5450 W Gowen Road _____

Kuna, ID 83634 _____

Boise, ID 83709 _____

Phone: (208) _____

Phone: (208) 362-6152 _____

Facsimile: (208) _____

Facsimile: (208) 562-5045 _____



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Knife River Corporation - Mountain West
5450 W. Gowen Road
Boise, ID 83709

OWNER:

(Name, legal status and address)

City of Kuna
751 West 4th Street
Kuna, ID 83634

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
&
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$1,749,999.00

Description:

(Name and location)

Main St, Avenue C to Avenue A, Kuna, Downtown Revitalization Project, Phase II, ICDBG Project No. ICDBG-19-111-13-ED, Federal-Aid Project No. A020(143), Key No. 20143, J-U-B Project No. 10-17-142

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 1,749,999.00

Modifications to this Bond:

None See Section 16

CONTRACTOR AS PRINCIPAL

Company:

Knife River Corporation - Mountain West



SURETY

Company:

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America



Signature:

[Handwritten Signature]
JEFFER ROSEN

Name and Title:

Signature:

[Handwritten Signature]

Name Heather R. Goedel
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Willis of Minnesota, Inc.
8400 Normandale Lake Blvd, Suite 1700
Bloomington, MN 55437
763 302-7100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

Bond No. 190044633/107174884



Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Knife River Corporation - Mountain West
5450 W. Gowen Road
Boise, ID 83709

OWNER:

(Name, legal status and address)

City of Kuna
751 West 4th Street
Kuna, ID 83634

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
&
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183
Mailing Address for Notices
Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$1,749,999.00

Description:

(Name and location)

Main St, Avenue C to Avenue A, Kuna, Downtown Revitalization Project, Phase II, ICDBG Project No. ICDBG-19-111-13-ED, Federal-Aid Project No. A020(143), Key No. 20143, J-U-B Project No. 10-17-142

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 1,749,999.00

Modifications to this Bond:



CONTRACTOR AS PRINCIPAL

Company:

Knife River Corporation - Mountain West

SURETY

Company:

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America

(Corporate Seal)



Signature: _____

Name
and Title:

Signature:

Name Heather R. Goedtel
and Title: Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Willis of Minnesota, Inc.
8400 Normandale Lake Blvd, Suite 1700
Bloomington, MN 55437
763-302-7100

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

SURETY

Company: _____ *(Corporate Seal)*

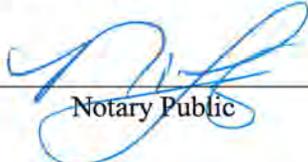
Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this ____ day of _____ 20____, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company & Travelers Casualty and Surety Company of America described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.



Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202635-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghauser, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Laurie Pflug

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Heather R. Goedel of Minneapolis, Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd day of February, 2017**.



State of Connecticut
City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Señor Vice President

On this the **3rd day of February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the **30th day of June, 2021**



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/25/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 CN102299309--BR105-20-21		PHONE (A/C, No, Ext):	COMPANY Zurich American Insurance Co	
FAX (A/C, No):	E-MAIL ADDRESS:			LOAN NUMBER POLICY NUMBER CPP3704500-18
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #:		INSURED Knife River Corporation - Mountain West 5450 W. Gowen Road Boise, ID 83709		EFFECTIVE DATE 01/01/2020
				EXPIRATION DATE 01/01/2021
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Re: Main St. , Avenue C to Avenue A, Kuna, ICDBG Project No. ICDBG-19-111-13-ED, Federal-Aid Project No. A020(143), Key No. 20143, J-U-B Project No. 10-17-142. Contract Amount: \$1,749,999.00.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
"All Risk" Blanket Real and Personal Property including Boiler Machinery, earthquake, flood and wind perils. Leased/Rented Contractor's Equipment (\$2,500,000 per item, \$5,000,000 per occurrence) Builder's Risk/Installation (See Attached)					25,000,000 5,000,000 25,000,000	25,000 25,000 25,000

REMARKS (Including Special Conditions)

City of Kuna and J-U-B Engineers, Inc. is/are included as additional insured where required by written contract.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

 CHI-009458654-01

NAME AND ADDRESS City of Kuna 751 W. 4th. St. Kuna, ID 83634	<input checked="" type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>			

AGENCY CUSTOMER ID: CN102299309

LOC #: Minneapolis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Knife River Corporation - Mountain West 5450 W. Gowen Road Boise, ID 83709	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

BUILDERS RISK COVERAGE DURING COURSE OF CONSTRUCTION SUBJECT TO POLICY TERMS AND CONDITIONS.

Any one Building, Structure or Project -- \$25,000,000 Limit (Deductible \$25,000)

Transmission and Distribution Lines Work -- \$25,000,000 (Deductible \$25,000)

Paving, Decking of Bridges -- \$25,000,000 Limit (Deductible \$25,000)

Sewer/Water or Plumbing -- \$25,000,000 Limit (Deductible \$25,000)

Flood - \$25,000,000 Limit per Occurrence and Annual Aggregate (Subject to a minimum \$25,000 deductible)

Earth Movement - \$25,000,000 Limit per Occurrence and Annual Aggregate (Subject to a minimum \$25,000 deductible)

Earth movement in Zones 1 and 2 are subject to a per Occurrence and Annual Aggregate limit of - \$15,000,000 (Subject to a minimum \$25,000 deductible)

Other deductibles may apply as per policy terms and conditions.

POLICY NUMBER: AI2-641-005097-050

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

This policy will be primary and non-contributory to any like insurance available to the person or organization noted above.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AI2-641-005097-050
 Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule of certificate holders on file with the Company	Per schedule of certificate holders on file with the Company	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: TB2-641-005097-040

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

SCHEDULE (continued)**Name Of Additional Insured Person(s)
Or Organization(s):****Location(s) Of Covered Operations**

Any person or organization with whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: TB2-641-005097-040

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE**Name Of Additional Insured Person(s)
Or Organization(s):**

Any person or organization for whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number **TB2-641-005097-040**

Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
 MOTOR CARRIER COVERAGE PART
 GARAGE COVERAGE PART
 TRUCKERS COVERAGE PART
 EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
 SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule of certificate holders on file with the Company		90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-010 Effective Date 01/01/2020 Premium \$

Issued to Centennial Energy Holdings, Inc.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-020 Effective Date 01/01/20 Premium \$

Issued to MDU Resources Group, Inc.



City of Kuna

Staff Memo

Findings of Fact and Conclusions of Law

P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.id.gov

To: **Kuna City Council**

Case Number: 20-01-TE (Time Extension) – Merlin Pointe Sub No. 2

Location: 1380 E. Kuna Road, Kuna, ID 83634

Planner: Doug Hanson, Planner I

Meeting Date: March 3, 2020
Findings: March 17, 2020

Owner: Back Creek LP
PO Box 690
Meridian, ID 83680
208-514-4909
lboots@gmail.com

Applicant: Steve Arnold
A Team Land Consultants
1785 S. Whisper Cove Ave.
Boise, ID 83709
208-871-7020
steve@ateamboise.com

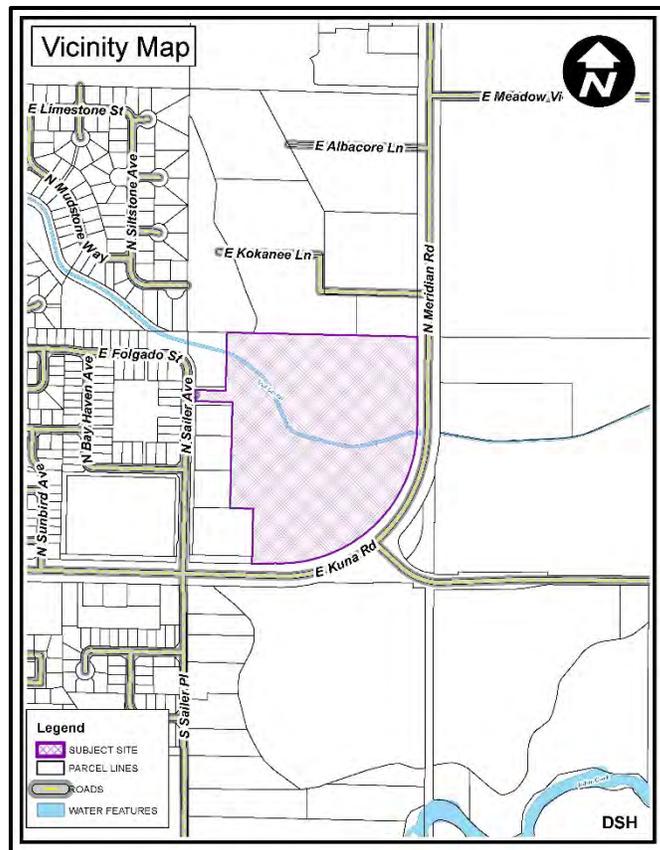


Table of Contents:

- A. Course Proceedings
- B. General Project Facts
- C. Staff Analysis
- D. Applicable Standards
- E. Council’s Order of Decision

A. Course Proceedings:

1. A time extension is designated in Kuna City Code (KCC) 1-14-3, as a public meeting with City Council as the decision-making body. As a public meeting, this application does not require public notices as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the Council is outline in KCC 1-14-3 and have been adhered to.

B. General Project Facts:

1. A Team Land Consultants is requesting time extension approval for Merlin Pointe Subdivision No. 2 Final Plat (Ada County Assessor Parcel Nos. R0615254601, S1324449005).

C. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks time extension approval Merlin Pointe Subdivision No. 2 Final Plat.
2. An approved final plat time extension shall be valid for one (1) year from the date of approval of the findings of fact and conclusions of law of the extension by City Council.

3. The City Council is under no obligation to grant a time extension. In approving or denying the request for time extension, the City Council may add additional conditions to its approval of the request for time extension.

D. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

E. Council's Order of Decision:

Based on the facts outlined in staff's report and testimony presented at the public meeting, the City Council of Kuna, Idaho, hereby *approves* Case No. 20-01-TE, a final plat time extension request from A Team Land Consultants for Merlin Pointe Subdivision No. 2.



City of Kuna
Kuna City Council
Findings of Fact and Conclusions of Law

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Based upon the record contained in Case No. 20-01-TE (Time Extension) including the Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *approves* the Findings of Fact and Conclusions of Law for Case Nos. 20-01-TE, a final plat time extension request from A Team Land Consultants for Merlin Pointe No. 2.

If the City Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

1. *Based on the evidence contained in Case No. 20-01-TE, this proposal does generally comply with Kuna City Code.*

Finding: *The applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

2. *The contents of the time extension application does contain all of the necessary requirements as listed in Kuna City Code 6-2-4: - Final Plat.*

Finding: *Review by Staff of the proposed preliminary plat confirms all requirements listed in KCC 6-2-4 were provided.*

DATED this 17th day of March, 2020.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

Proposed Rodeo expense/revenue

Expenses *Based on 3 estimates and fixed costs*

- Donated Water Truck use - secured
- Donated Arena Rake use - secured
- \$16,500 Prize pool added money
- \$15,000 Livestock
- \$10,600 Arena
- \$2,800 Announcer
- \$1,500 Ground prep and rehab
- \$750 Security
- \$650 12 Portable restrooms
- \$600 Rodeo Secretary
- \$500 Hay
- \$300 Shoot Boss

\$49,200

- Potential* \$750 Bus to parking - Depends on Location of rodeo
- Potential* \$250 Mailer to neighbors - Depends on location

Revenue *Secured or Anticipated*

- \$18,000 1,800 tickets. 3 days x 600. 900 adults price of \$15, 900 child price of \$5
- \$7,500 Beer sales based on distributor estimates
- \$5,000 Large Event sponsor - secured
- \$1,500 Food Vendors
- \$250 Boutique Vendors

\$32,250

Revenue *Probable based on similar rodeos*

- \$6,000 Bucking Shoot sponsor 6 spots @\$1,000
- \$5,000 Event sponsors 10 spots @\$500
- \$750 50/50 raffle over 3 days

\$11,750

-\$5,200 Potential shortfall.

Options for additional revenue:
Inkind for hay, equipment use for ground prep/rehab, enhanced Large event sponsors, expand seating



City of Kuna

City Council
Staff Memo

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

To: City Council

Case Numbers: 19-03-AN (Annexation) & 19-02-S (Preliminary Plat) – **Chotika Subdivision**

Site Location: 642 S. Ash St and S. Ash St., Kuna, ID 83634

Planner: Jace Hellman, Planner II

Hearing Date: March 17, 2020

Owner: Don Veasey
31045 Temecula Parkway #201
Temecula, CA 92592
951.970.9191
don@kalpacific.com

Applicant: Crystal McDaniel, Accurate Surveyors
1602 W Hays St, Suite 306
Boise, ID 83702
208.488.4227
crystal@accuratesurveyors.com

Representative: Roger Smith
1693 S. Coronado Ave
Boise, ID 83709
208-870-1015
Roger-j-smith@msn.com

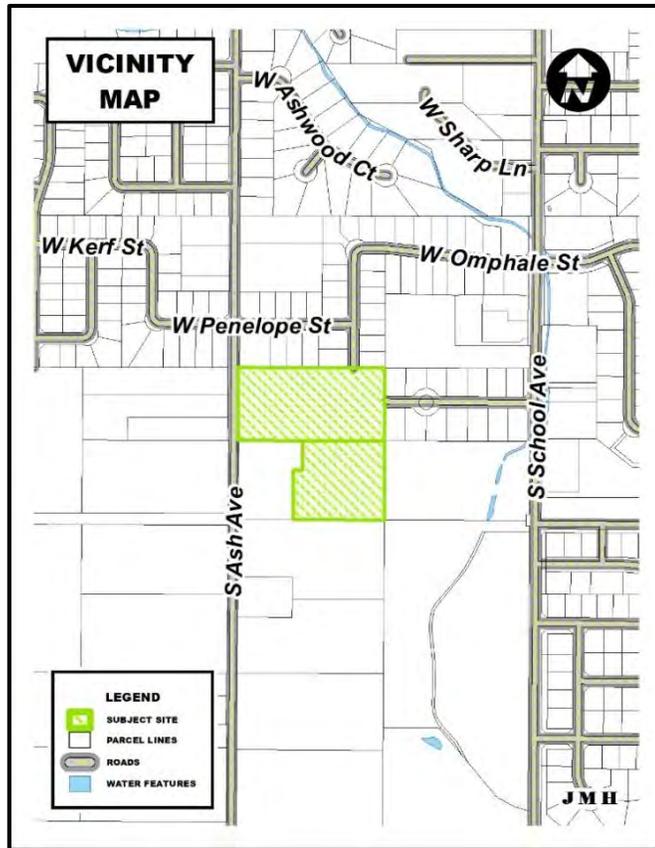


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A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that preliminary plats and annexations are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- i. Neighborhood Meeting March 27, 2019 (10 people attended)
- ii. Agency Comment Request June 18, 2019
- iii. 400' Property Owners Notice February 26, 2020
- iv. Kuna Melba Newspaper February 26, 2020
- v. Site Posted March 5, 2020

B. Applicant's Request:

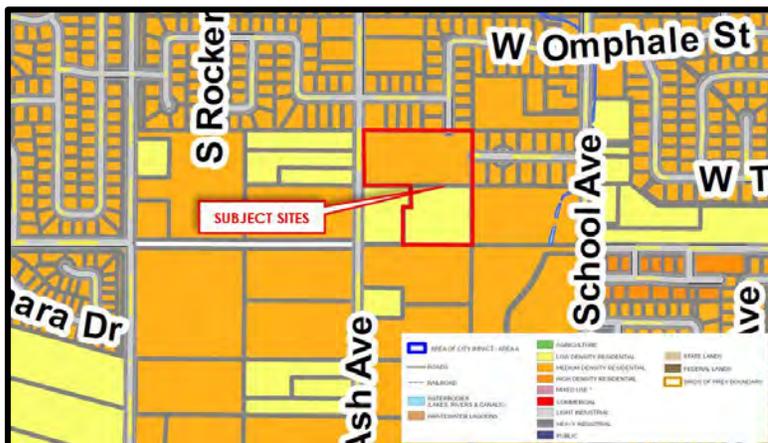
On behalf of Don Veasey (owner), Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (thirty-one (31) buildable lots, five (5) common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

C. Site History:

Both parcels are currently zoned Rural Urban Transition (RUT) within unincorporated Ada County. Historically these parcels have served as farmland.

D. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the 7.67-acre site as Medium Density Residential and Low-Density Residential.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail through the subject site.

3. Surrounding Land Uses:

North	R-6	Medium Density Residential – Kuna City
South	RUT	Rural Urban Transition – Ada County
East	RUT R-4	Rural Urban Transition – Ada County Medium Density Residential – Kuna City
West	RUT R1	Rural Urban Transition – Ada County Estate Residential – Ada County

4. Parcel Sizes, Current Zoning, Parcel Numbers:

Property Owner	Parcel Size	Current Zone:	Parcel Numbers
Don Veasey	7.67 acres	RUT (Rural Urban Transition)	R5070503050 & R5070502835

5. Services:

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – City of Kuna (KMIS)

Fire Protection – City of Kuna (KRFD)
Police Protection – Kuna Police (Ada County Sheriff’s office)
Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The proposed project sites contain one single-family home and two (2) outbuildings. vegetation on-site is consistent with that of crop fields. The sites have an estimated average slope of 2% to 3%. Bedrock depth is estimated to be greater than 60 inches according to the USDA Soil Survey for Ada County.

7. **Transportation / Connectivity:**

The applicant proposes connections to existing public streets in three locations, including the projects main ingress/egress onto South Ash Avenue. Additionally, an extension of a section of Sunbeam Street (mid-mile collector) is proposed along the southern boundary of the proposed property.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Central District Health Department Exhibit C-2
- Boise Project Board of Control Exhibit C-3
- Department of Environmental Quality Exhibit C-4
- Nampa & Meridian Irrigation District Exhibit C-5
- Idaho Transportation Department Exhibit C-6
- Ada County Highway District Exhibit C-7
- Kuna City Engineer Exhibit C-8

E. **Staff Analysis:**

On May 23, 2019, Staff held a pre-application meeting with the applicant, Public Works, Kuna School District, and Kuna Rural Fire District to discuss the project. The applicant held a neighborhood meeting with residents within 400 ft of the subject site on March 27, 2019. There were 10 residents who attended the meeting. A recap of the neighborhood meeting was provided as a part of the application.

The first preliminary plat that was submitted with this application consisted of 37 lots (34 buildable and three (3) common lots), however this plat did not include the construction of a mid-mile collector section (Sunbeam Street) and appropriate buffer widths along the future mid mile collector. Additionally, the initial preliminary plat only included 1.8% useable open space. The applicant was instructed by staff from the City and Ada County Highway District to re-draw the plat to include the mid mile collector, buffers and increase the amount of usable open space.

On September 24, 2019, a preliminary plat containing 38 total lots (33 buildable lots and five common lots) at a net density of 5.817 was presented to the Planning and Zoning Commission. Following Staff’s, the applicant’s and Public’s testimony, the Planning and Zoning Commission requested that the applicant redesign the layout of the plat to include more accessible and centrally located open space, remove the flag lots and reduce the overall density of the project. The applicant accepted, and the proposed preliminary plat and annexation was tabled to October 22, 2019. Due to staff not receiving an amended preliminary plat from the applicant, the project was tabled again until December 10, 2019 and again until January 14, 2020.

On December 12, 2019, Staff did receive an updated application package including a new preliminary plat, featuring 36 total lots (31 buildable lots and five common lots) at a net density of 5.092 dwellings per acre.

The first preliminary plat only contained approximately 1.8% open space for the 7.67-acre site, while the second plat contained approximately 3.59% open space. Following conversation with staff, and the recommendations of the Planning and Zoning Commission the applicant has proposed approximately 5.97% of the overall project to be considered as useable open space. 9.15% (including what is considered useable open space) has been dedicated to landscape buffers and open space. Staff finds the proposed landscaping, buffers and open space to be in compliance with Kuna City Code. Staff notes that if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and ACHD underground facilities.

The project proposes to take its main access from Ash Avenue. Additionally, the applicant proposes connections into existing stub streets (W. Recess Way and S. Cassandra Avenue). the property's southern border aligns with the mid-mile collector, Sunbeam Street. Typically, this would indicate the applicant would be responsible for the dedication of proper right-of-way and the construction of half of a 36-ft street section with vertical curb, gutter, 8-ft wide detached sidewalk, plus 12-ft of additional pavement widening, 3-ft wide shoulder and borrow ditch abutting the site. However, Sunbeam is currently not constructed to the east and west of the site. Ada County Highway District (ACHD) has recommended that the applicant be required to provide sufficient right-of-way along the south property line abutting the site, and provide ACHD with road trust funds for the future improvements to Sunbeam Street abutting the site. Staff would support ACHD's recommendation. Cassandra Avenue will stub into what will be Sunbeam Street, the applicant will be required to install a sign at the terminus of each of the roads stating these roads will continue in the future. Staff will defer the applicant to comments provided by ACHD for preferred language.

There is an existing home on the subject site that will remain as a part of this subdivision. The home currently takes driveway access onto Ash Avenue. However, the applicant has proposed and is required to improve Ash Avenue with vertical curb, gutter and a five-foot wide attached sidewalk. These improvements will close the existing driveway's onto Ash Avenue, and the existing home will have to take access from W. Recess Way.

The installation of streetlights are a required public improvement (Kuna City Code 6-4-2). The applicant has not identified streetlight locations on the preliminary plat. Applicant will be required to work with staff in order to comply with Kuna City code and install street lights a maximum spacing of 250 feet along the site's frontage. The locations of street lights will be approved at the time of construction document review. Staff would note that these street lights must be designed and installed according to "Dark skies" standards and Kuna City Code.

Kuna's Comprehensive Plan (Comp Plan), encourages a variety of housing types for all income levels numerous times throughout the document. Additionally, the City attempts to balance all housing types within the City. Pertinent sections of the Comp Plan that address housing types are included below, in Section G (Comp Plan Analysis) of this report.

Applicant is hereby notified that this project is subject to design review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to signature on the final plat.

Staff has determined the preliminary plat and design review generally complies with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. On January 14, 2020, the Planning and Zoning Commission voted 4-1 to recommend approval of case nos. 19-03-AN (Annexation) and 19-02-S (Preliminary Plat). Staff recommends that if City Council approves case nos. 19-03-AN (Annexation) and 19-02-S (Preliminary Plat), the applicant be subject to the conditions of approval listed in section "I" of this report, as well as any additional conditions requested by the City Council.

F. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.

4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

G. Proposed Comprehensive Plan Analysis:

Kuna City Council may (accept or reject) the Comprehensive Plan components, and shall determine if the proposed annexation and preliminary plat requests for the site (*are/are not*) consistent with the following Comprehensive Plan components as described below:

Goal Area 3: Kuna's land uses will support a desirable, distinctive and well-designed community.

- Goal 3.D: Encourage development of housing options and strong neighborhoods.
 - Objective 3.D.1: Encourage development of housing options for all citizens.
 - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
- Goal 3.G: Respect and protect private property rights.
 - Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.b: Ensure City land use actions, decisions and regulations will not cause an unconstitutional regulatory taking of private property; and do not effectively eliminate all economic value of the subject property.
 - Policy 3.G.1.c: Ensure City land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

- Goal 4.D: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.
 - Objective 4.D.2: Ensure the continued expansion/development of mid-mile collector system throughout the community.
 - Policy 4.D.2.a: Extend and expand mid-mile roads as growth occurs.
 - Policy 4.D.1.b: Preserve adequate right-of-way along all mid-mile roads or other approved alternative locations to align roads.

H. Proposed Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed applications (adhere/do not adhere) to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The City Council feels the site (*is/is not*) physically suitable for the proposed development.

Comment: *The 7.67-acre (approximate) site (does/does not) appear to be suitable for the proposed development.*

3. The preliminary plat request is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be developed is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. These applications (*are/are not*) likely to cause adverse public health problems.

Comment: *The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *The preliminary plat request considers the location of the property and adjacent uses. The adjacent uses are medium density residential (Kuna City) and rural urban transition (Ada County).*

6. The existing and proposed street and utility services in proximity to the site are suitable or adequate for a commercial development.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for this project, however, per Kuna City Engineer comments (exhibit C8), a commensurate impact of City services will result with this development.*

I. Commission's Recommendation:

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, has recommended *approval* of Case Nos. 19-03-AN (Annexation) and 19-02-S (Preliminary Plat), a subdivision request from Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (31 buildable lots, five common lots); AND has *approved* Case No. 19-09-DR (Design Review), subject to the conditions of approval as listed in section J of this staff report.

J. Decision and Order by the City Council:

Note: This motion is for the approval, conditional approval or denial of the annexation and preliminary plat applications. However, if the City Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby (*approves/conditionally approves/denies*) Case Nos. 19-03-AN (Annexation) and 19-02-S (Preliminary Plat), a request from Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (31 buildable lots, five common lots),

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - e. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).



City of Kuna

City Council

Proposed Findings of Fact and Conclusions of Law

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Based upon the record contained in Case Nos. 19-03-AN and 19-02-S including the Comprehensive Plan, Kuna City Code, Staff’s Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby (approves/conditionally approves/denies) the Findings of Fact and Conclusions of Law, and conditions of approval for Case No’s 19-03-AN and 19-02-S, a request from Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (31 buildable lots, five common lots).

If the City Council wishes to approve, deny or modify specific parts of the Findings of Facts and Conclusions of Law as detailed below, those changes must be specified.

- 1. *Based on the evidence contained in Case Nos. 19-03-AN and 19-02-S, this proposal does generally comply with the City Code.*

Staff Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

- 2. *The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.*

Staff Finding: *Neighborhood Notices were mailed out to residents within 400-FT of the proposed project site on February 26, 2020 and a legal notice was published in the Kuna Melba Newspaper on February 26, 2020. The applicant posted sign on the property on March 5, 2020.*

- 3. *Based on the evidence contained in Case Nos. 19-03-AN and 19-02-S, this proposal does generally comply with the Comprehensive Plan.*

Staff Finding: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna. The proposed zoning designation is R-6 (Medium Density Residential). The Comp Plan Map designates the northern property as Medium Density and the southern parcel as low density.*

- 4. *The contents of the proposed preliminary plat application does contain all of the necessary requirements as listed in Kuna City Code 6-2-3: - Preliminary Plat.*

Staff Finding: *Review by Staff of the proposed preliminary plat confirms all technical requirements listed in KCC 6-2-3 were provided.*

- 5. *The availability of existing and proposed public services and streets can accommodate the proposed development.*

Staff Finding: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services and suitable and adequate to accommodate the proposed project. It should be noted that installation of this project will place a commensurate impact on City services.*

6. The proposed development *is* continuous with Master Utility Plans (Sewer/Water/Pressurized Irrigation).

Staff Finding: *Correspondence from Kuna Public Works recommends the applicant be required to conform to the Master Sewer Plan, Master Water Plan and Master Pressurized Irrigation Plan, therefore satisfying this requirement.*

7. The public *does* have the financial capability to provide supporting services to the proposed development.

Staff Finding: *Throughout the development of the project and beyond, connection fees, impact fees (Fire, police, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.*

8. The proposed project *does* consider health and safety of the public and the surrounding area's environment.

Staff Finding: *Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, bike lanes, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.*

9. All private landowners *have* consented to annexation.

Staff Finding: *An affidavit of legal interest was signed by THREEHOUSEASHPONDNORTHVIEWGALLAHAD-GRANGERGRANGER, LLC. and TWOPDXMOORESTATEELDORADO34, LLC. allowing Accurate Surveyors to act on their behalf of this project, therefore consenting to the annexation of the proposed project site.*

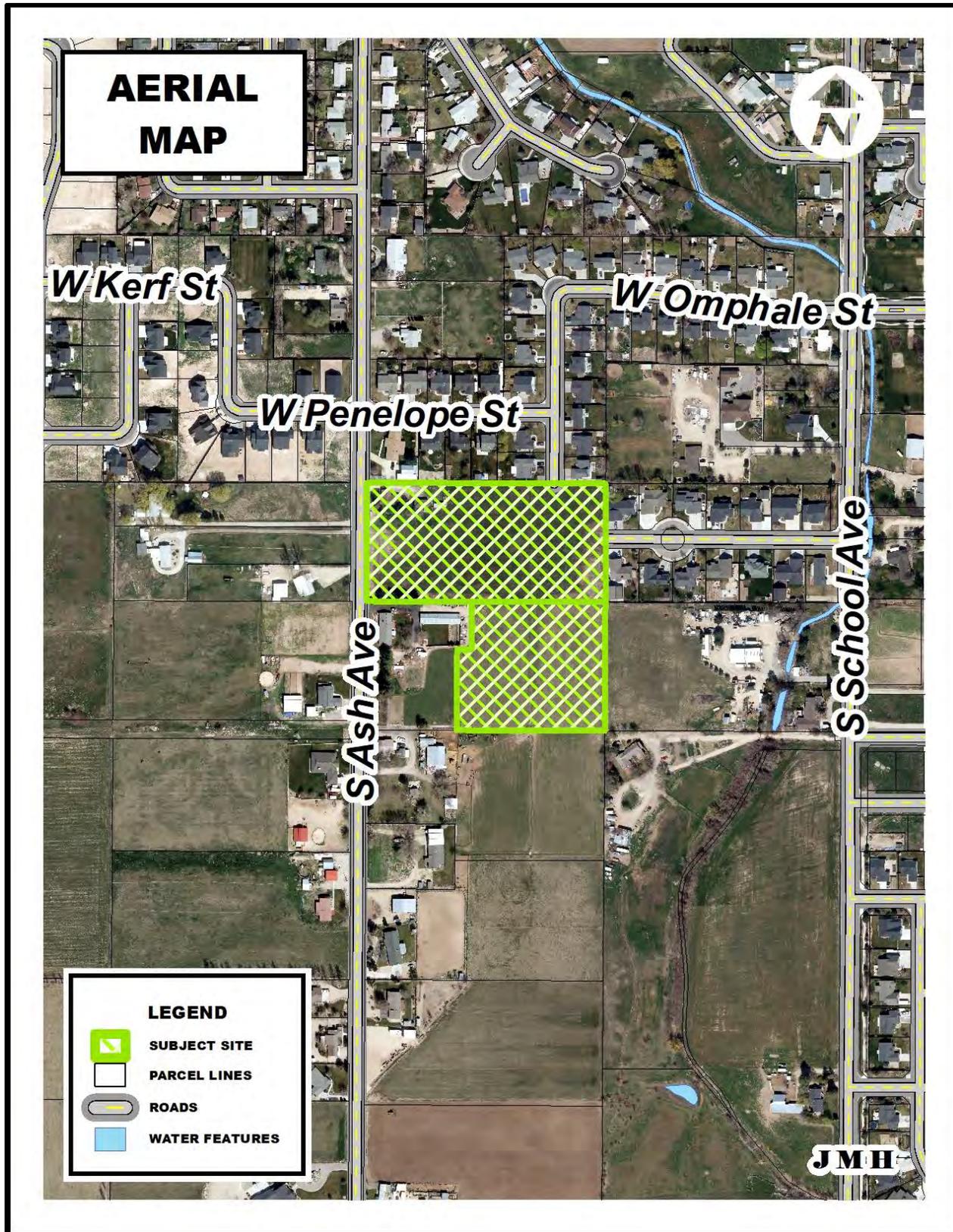
10. The proposed project lands *are* contiguous or adjacent to property within Kuna City Limits.

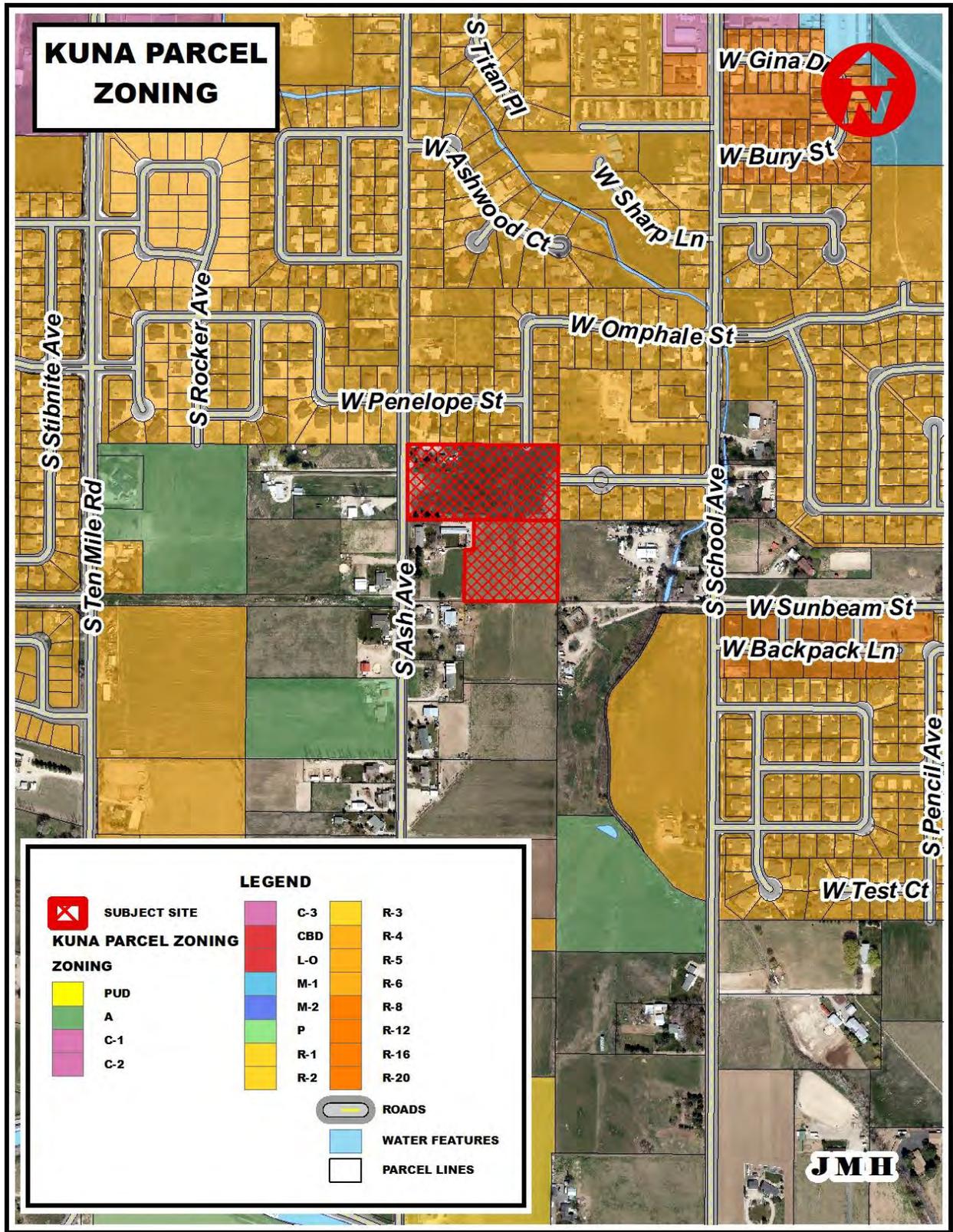
Staff Finding: *The parcel is contiguous with City limits to the north and east.*

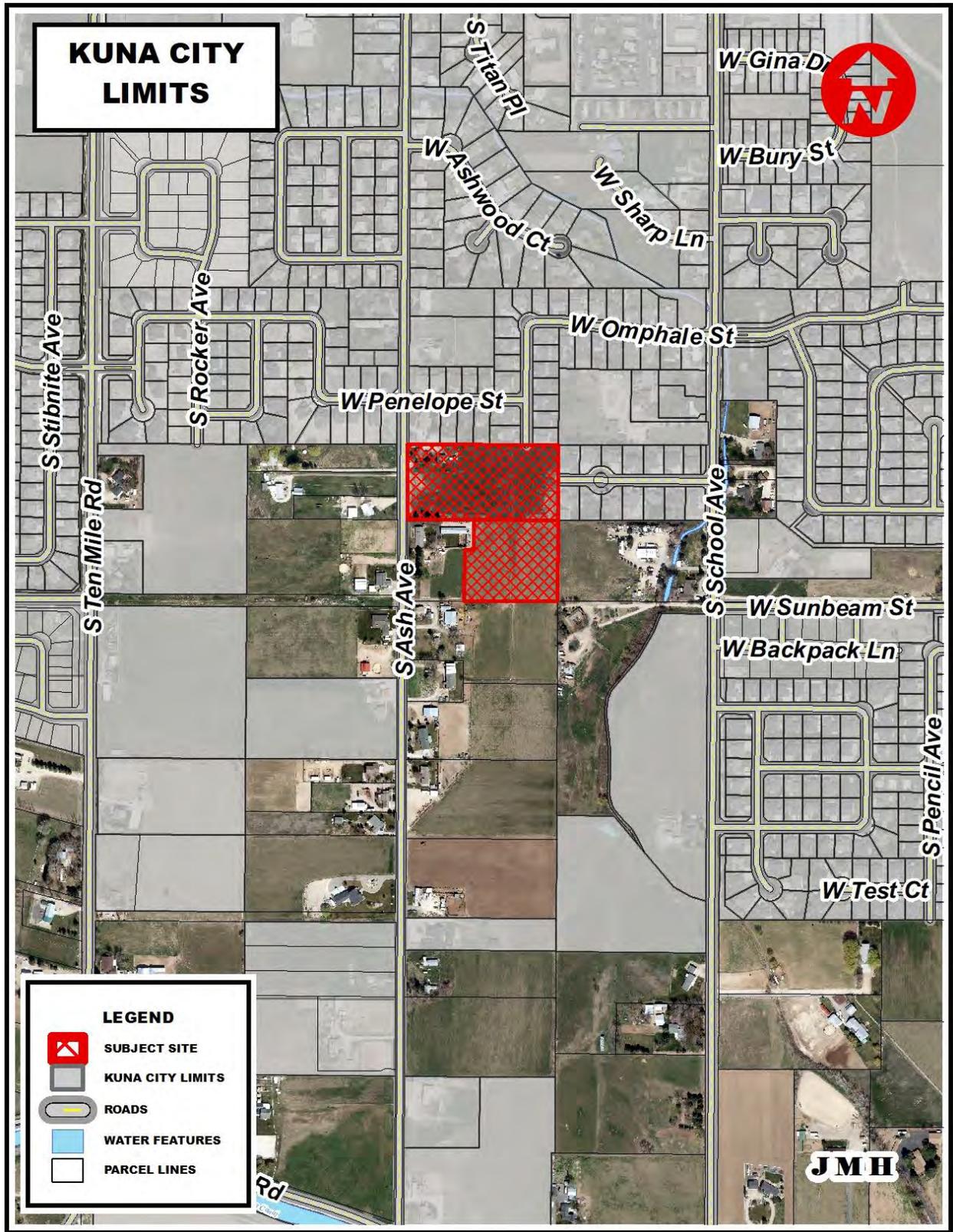
11. The site landscaping *does* minimize the impact on adjacent properties through the use of screening.

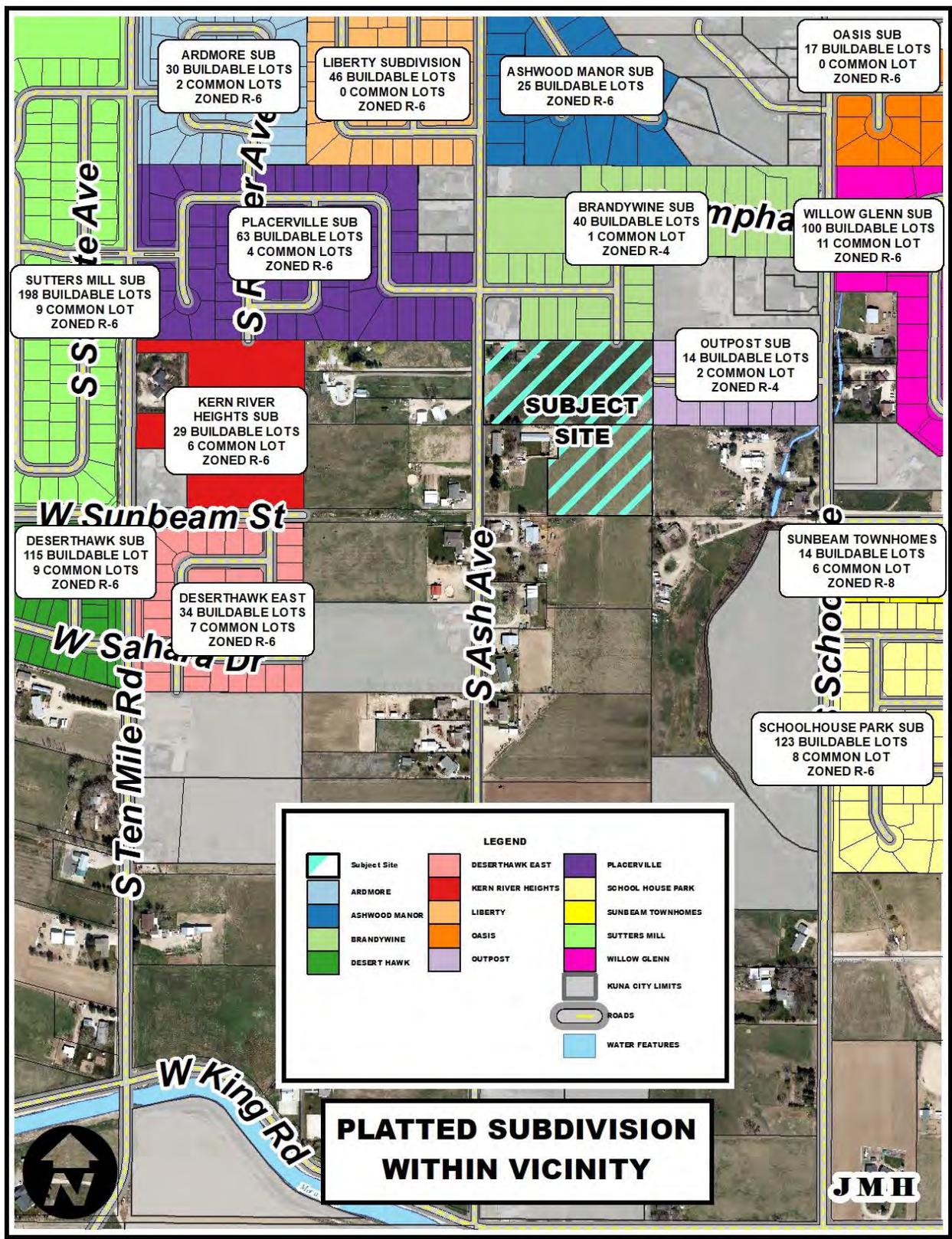
Staff Finding: *Per the submitted landscape Plan, the applicant is proposing a 15-foot landscape buffer along Ash Avenue, a 20-foot landscape buffer along the proposed road section of Sunbeam Street. A six-foot vinyl fence is proposed around the entire project.*

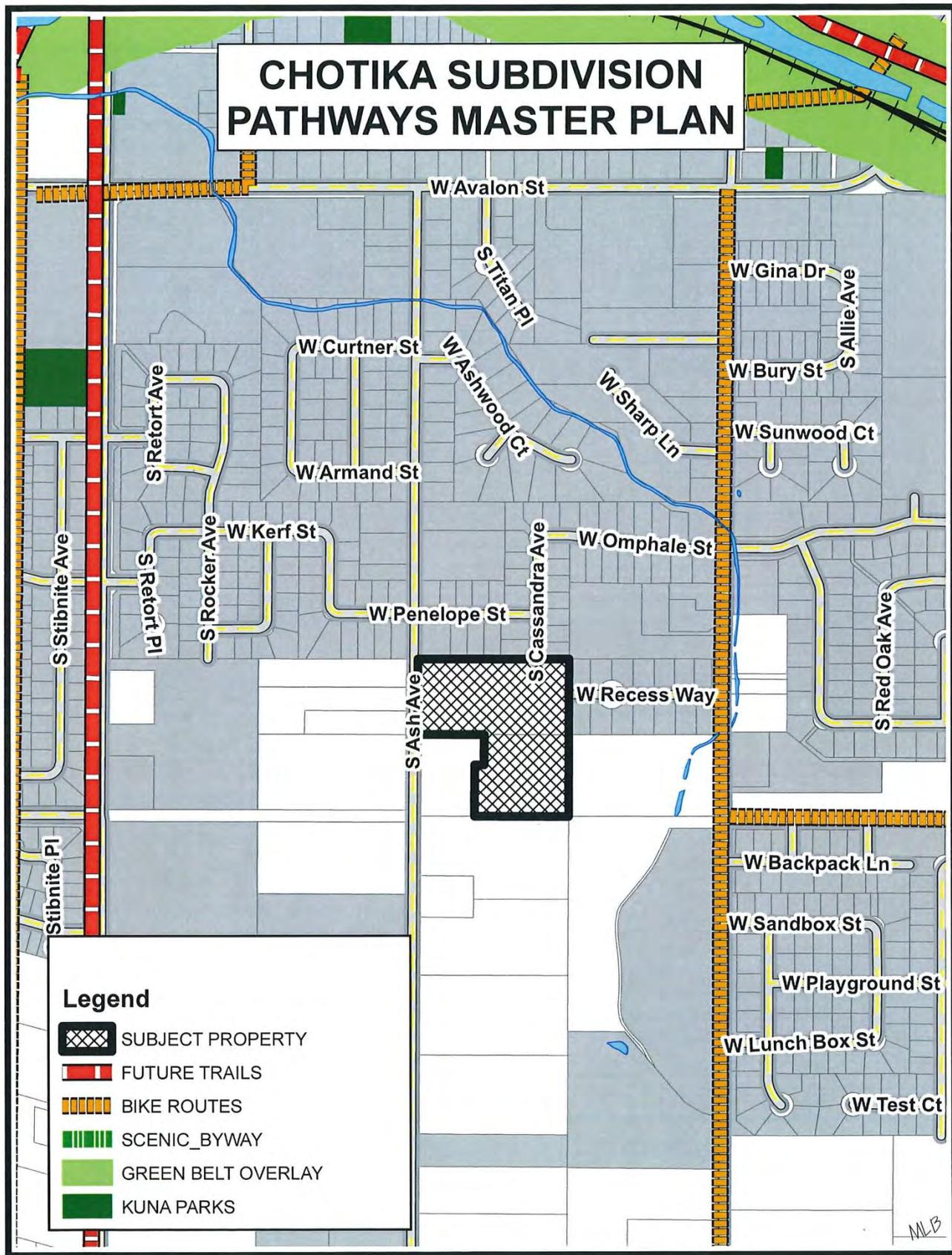
DATED this 17th day of March, 2020.



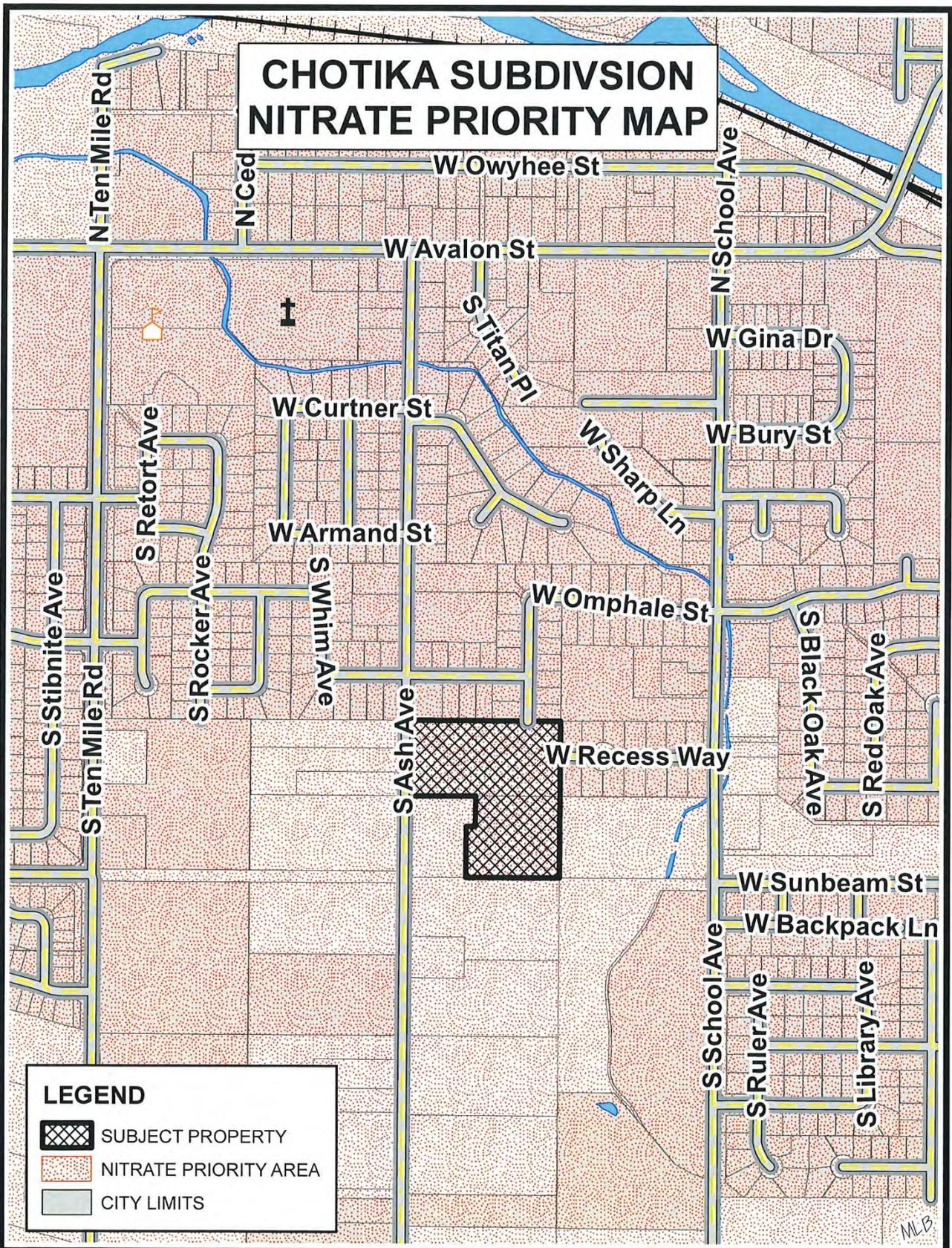


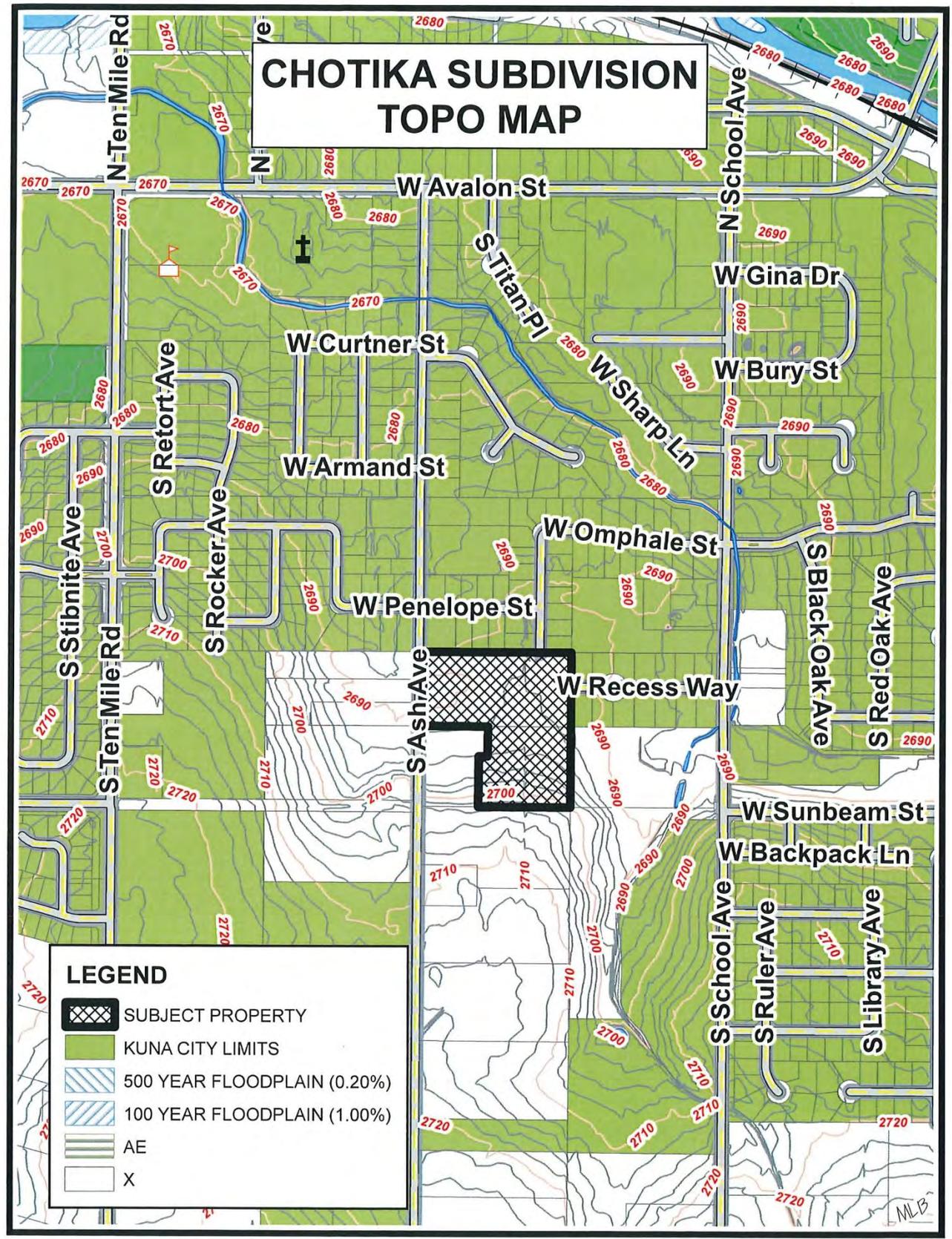


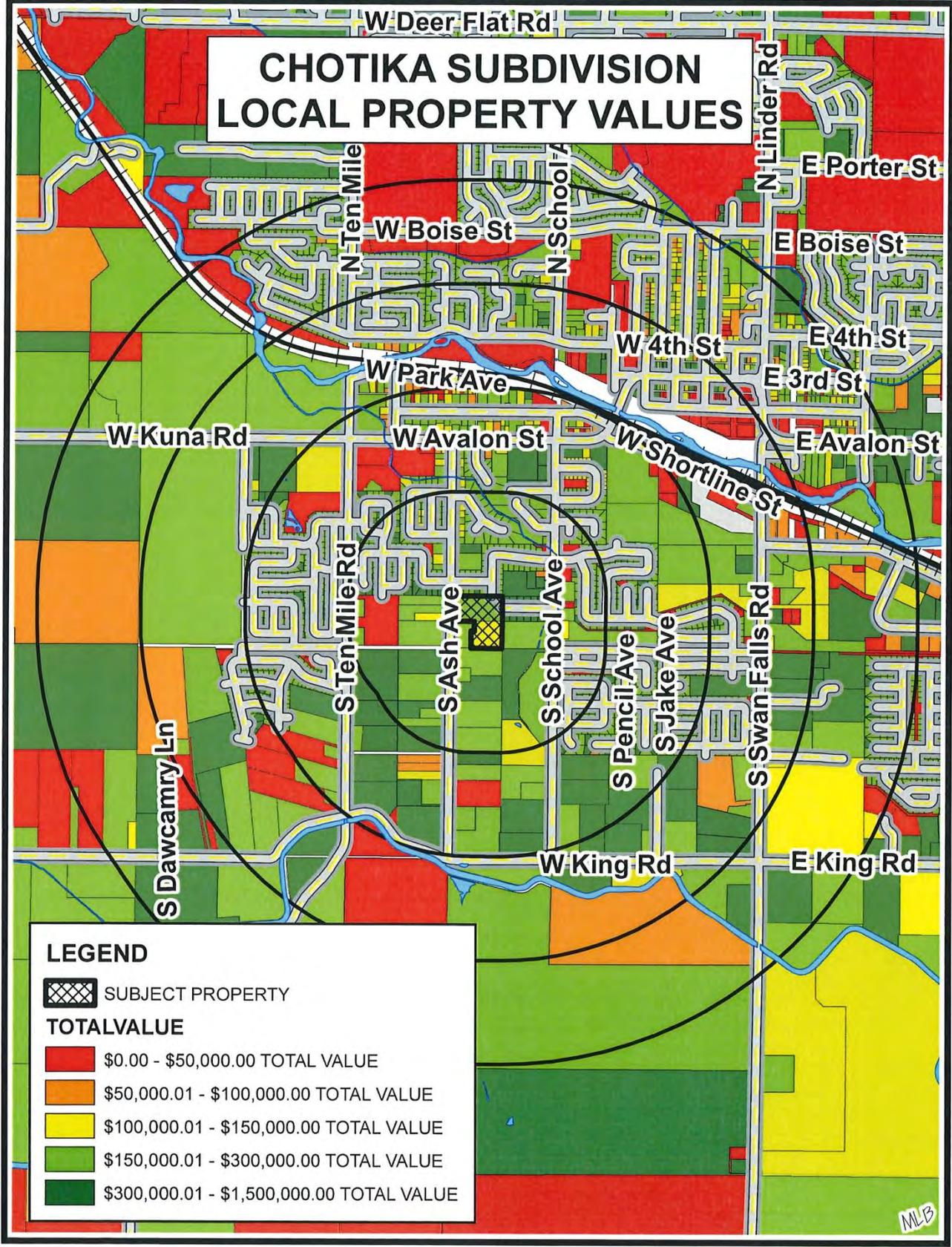




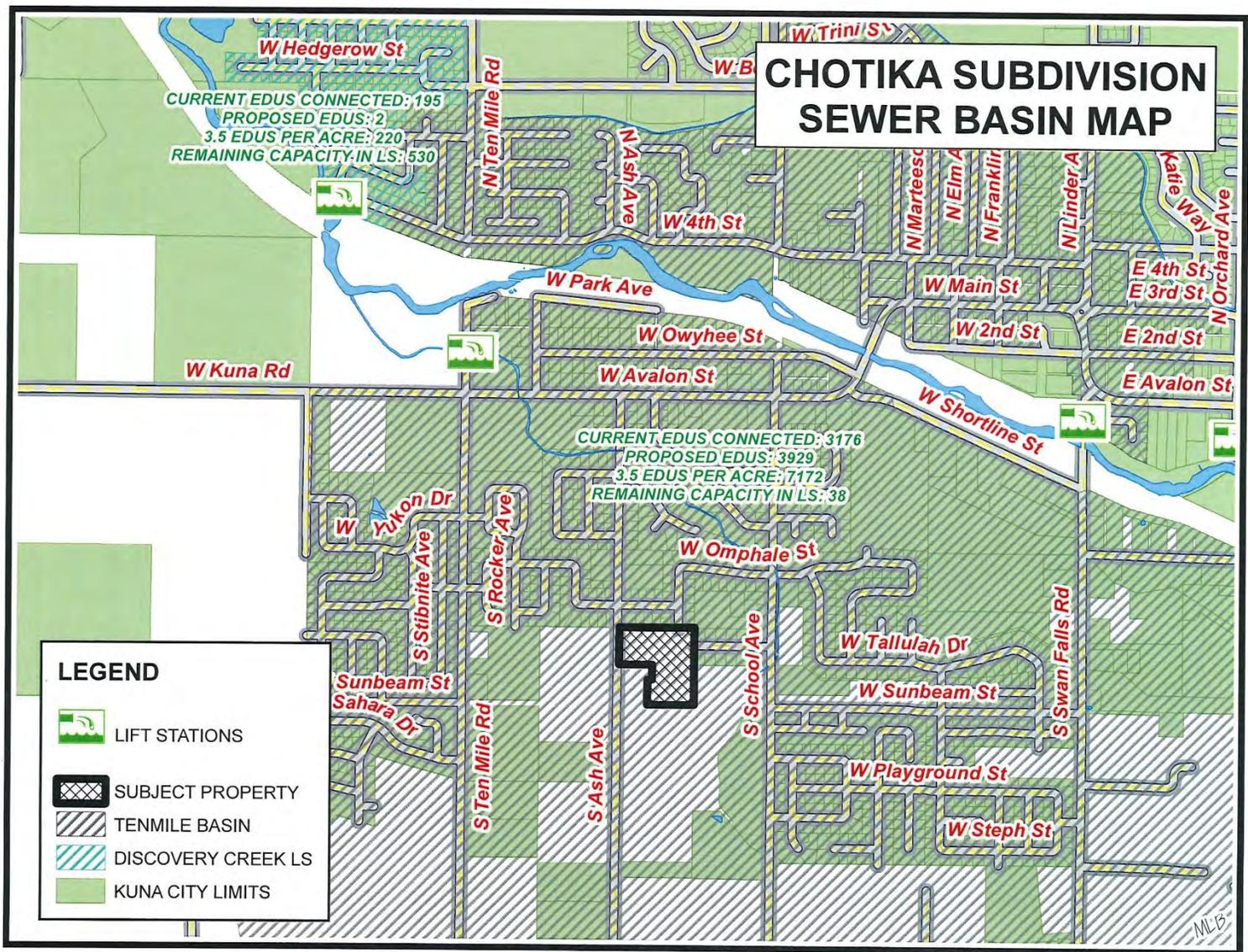
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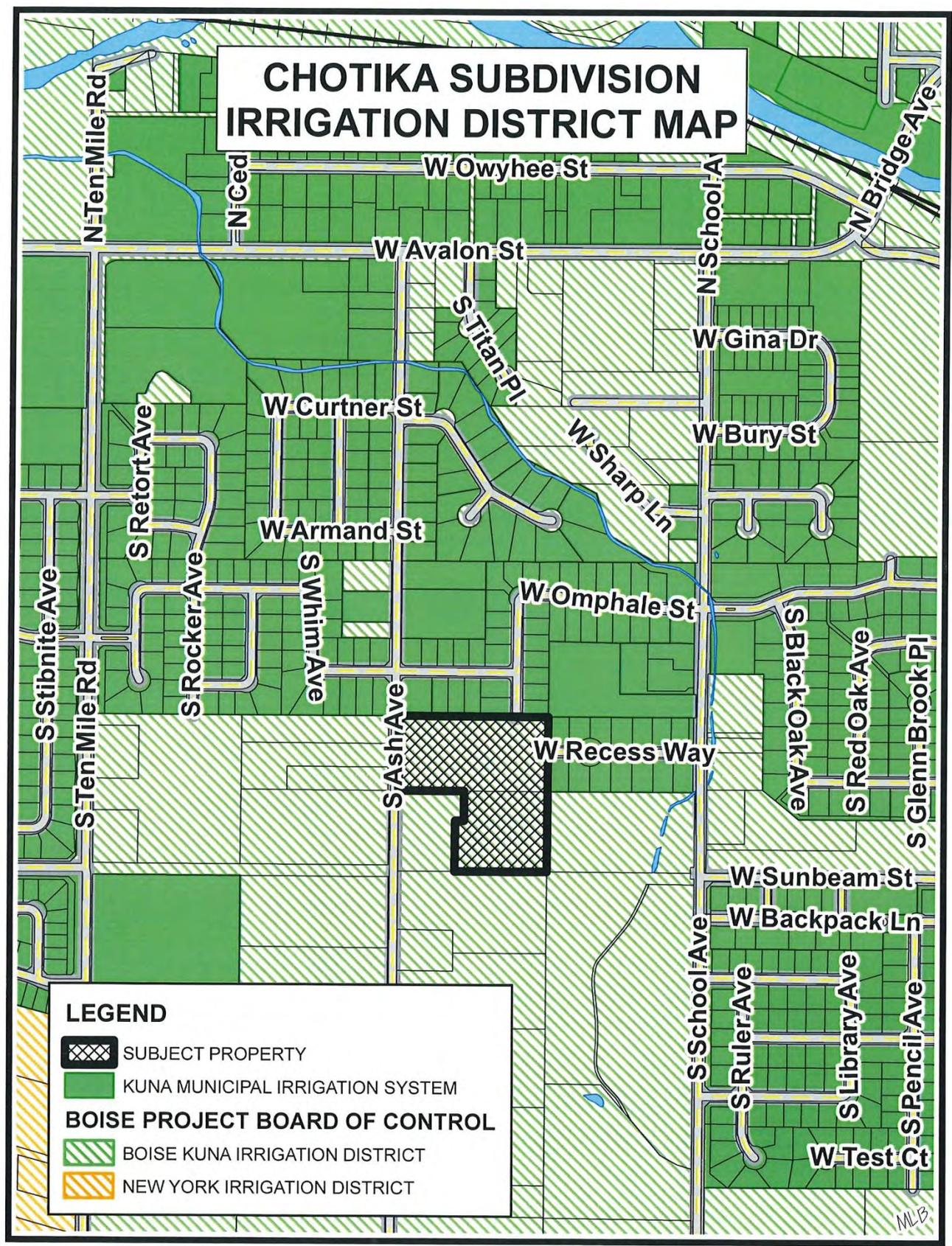


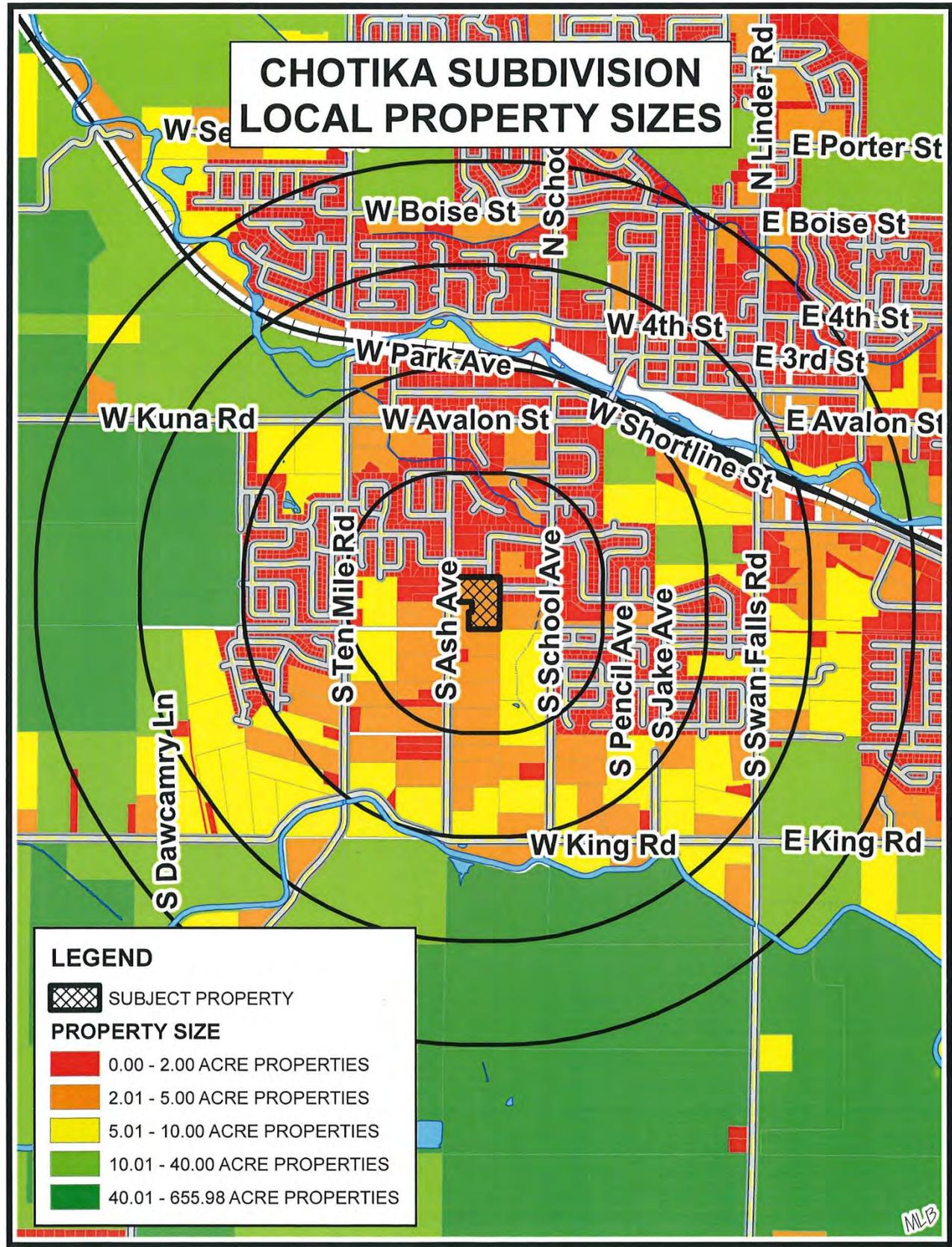




MLB









City of Kuna
Planning & Zoning
Department
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Preliminary Plat Checklist

Preliminary Plats require public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project Name: Chotika Subdivision	Applicant: Crystal McDaniel
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All applications are required to contain on copy of the following:

NA
NA
NA

Applicant (✓)	Description	Staff (✓)
<input checked="" type="checkbox"/>	Electronic copy of all required submittal items.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Completed and signed Commission & Council Review Application.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Vicinity map showing relationship of the proposed plat to the surrounding area with a 2-mile radius.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Homeowner's maintenance agreement for the care of landscaped common areas.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Legal description of the preliminary plat area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties involved).	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Letter of intent indicating reasons and details for preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Commitment of Property Posting form signed by the applicant/agent.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	If preliminary plat includes 100 lots or more, please submit a traffic impact study.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	A letter from Ada County Engineer with the Subdivision Name reservation. A name change needs to be submitted and approved by the Planning & Zoning Director and Ada County Engineer.	<input checked="" type="checkbox"/>
<input type="checkbox"/>	Phasing Plan	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Landscape plan for subdivision entrances, buffers, common areas, etc.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	8 1/2 x 11 proposed preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Preliminary plat drawing on 24x36 quality paper drawn to scale of 1 to 100' or more. The following information shall be contained on the preliminary plat: ♦ Topography at two-foot (2') intervals ♦ Land uses (location, layout, types & dimensions): residential, commercial & industrial land uses. ♦ Street right-of-way: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc. ♦ Easements/common space: utility easements, parks, community spaces ♦ Lots: layout and dimensions of lots ♦ Preliminary improvement drawing: show water, sewer, drainage, electricity, irrigation, telephone, natural gas, proposed street lighting, proposed street names, proposed subdivision name, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.	<input checked="" type="checkbox"/>

NOTE: One copy of the above items need to be submitted when applying for multiple applications. This application shall not be considered complete (nor will a public hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



**City of Kuna
Planning & Zoning
Department**
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NA
NA
NA

Applicant (✓)	Description	Staff (✓)
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<input type="checkbox"/>	Homeowner's maintenance agreement for the care of landscaped common areas.	<input type="checkbox"/>
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<input checked="" type="checkbox"/>	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	8 1/2 x 11 proposed preliminary plat.	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Preliminary plat drawing on 24x36 quality paper drawn to scale of 1 to 100' or more. The following information shall be contained on the preliminary plat: ♦ Topography at two-foot (2') intervals ♦ Land uses (location, layout, types & dimensions): residential, commercial & industrial land uses. ♦ Street right-of-way: dimensions of right-of-way dedication for all roadways, street sections, improvements, etc. ♦ Easements/common space: utility easements, parks, community spaces ♦ Lots: layout and dimensions of lots ♦ Preliminary improvement drawing: show water, sewer, drainage, electricity, irrigation, telephone, natural gas, proposed street lighting, proposed street names, proposed subdivision name, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.	<input checked="" type="checkbox"/>

NOTE: One copy of the above items need to be submitted when applying for multiple applications. This application shall not be considered complete (nor will a public hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.





City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Web: Kunacity.id.gov

Annexation Checklist

Annexation requires public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: Chotika Subdivision	Applicant: Crystal McDaniel
---	---------------------------------------

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	✓
X	Letter of Intent indicating reasons for proposed annexation and the availability of public services.	✓
X	Vicinity map drawn to scale, showing the location of the subject property. Map shall contain the following information: Shaded area showing the annexation property, Street names and names of surrounding subdivisions.	✓
X	Legal description of the annexation area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	✓
X	Recorded warranty deed for the property.	✓
X	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest (All parties involved)	✓
NA	Development Agreement & Development Agreement Checklist	
X	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	✓
X	Commitment of Property Posting form signed by the applicant/agent.	✓

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



City of Kuna
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P.O. Box 13
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Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

For Office Use Only	
File Number (s)	
Project name	
Date Received	
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Don Veasey</u>	Phone Number: <u>951-970-9191</u>
Address: <u>31045 Temecula Parkway, #201</u>	E-Mail: <u>don@kalpacific.com</u>
City, State, Zip: <u>Temecula, CA 92592</u>	Fax #: _____
Applicant (Developer): <u>Crystal McDaniel</u>	Phone Number: <u>208-488-4227</u>
Address: <u>1602 W Hays St, Suite 306</u>	E-Mail: <u>crystal@accuratesurveyors.com</u>
City, State, Zip: <u>Boise, ID 83702</u>	Fax #: _____
Engineer/Representative: <u>Roger Smith</u>	Phone Number: <u>208-870-1015</u>
Address: <u>1693 S Coronado Ave</u>	E-Mail: <u>roger-j-smith@msn.com</u>
City, State, Zip: <u>Boise, ID 83709</u>	Fax #: _____

Subject Property Information

Site Address: <u>642 S Ash St, Kuna, ID</u>
Site Location (Cross Streets): <u>W Penelope St and S Cassandra Ave</u>
Parcel Number (s): <u>R5070503050 and R5070502835</u>
Section, Township, Range: <u>Section 26, T2N, R1W</u>
Property size : <u>7.665 acres</u>
Current land use: <u>Residential</u> Proposed land use: <u>Subdivision</u>
Current zoning district: <u>RUT</u> Proposed zoning district: <u>R6</u>

Project Description

Project / subdivision name: <u>Chotika</u>
General description of proposed project / request: <u>Preliminary Plat Application for proposed subdivision</u>
Type of use proposed (check all that apply):
<input checked="" type="checkbox"/> Residential <u>Subdivision for single family homes</u>
<input type="checkbox"/> Commercial _____
<input type="checkbox"/> Office _____
<input type="checkbox"/> Industrial _____
<input type="checkbox"/> Other _____
Amenities provided with this development (if applicable): <u>Common space</u>

Residential Project Summary (if applicable)

Are there existing buildings? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Please describe the existing buildings: <u>One house and 2 sheds</u>
Any existing buildings to remain? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
X Number of residential units: <u>31</u> Number of building lots: <u>31</u>
Number of common and/or other lots: <u>5</u>
Type of dwellings proposed:
<input checked="" type="checkbox"/> Single-Family _____
<input checked="" type="checkbox"/> Townhouses _____
<input type="checkbox"/> Duplexes _____
<input type="checkbox"/> Multi-Family _____
<input type="checkbox"/> Other _____
Minimum Square footage of structure (s): <u>Minimum lot size is 5,000± S.F</u>
Gross density (DU/acre-total property): <u>4.044</u> Net density (DU/acre-excluding roads): <u>5.092</u>
Percentage of open space provided: <u>9.15%</u> Acreage of open space: <u>0.701± Acre</u>
Type of open space provided (i.e. landscaping, public, common, etc.): <u>Landscaping and common space</u>

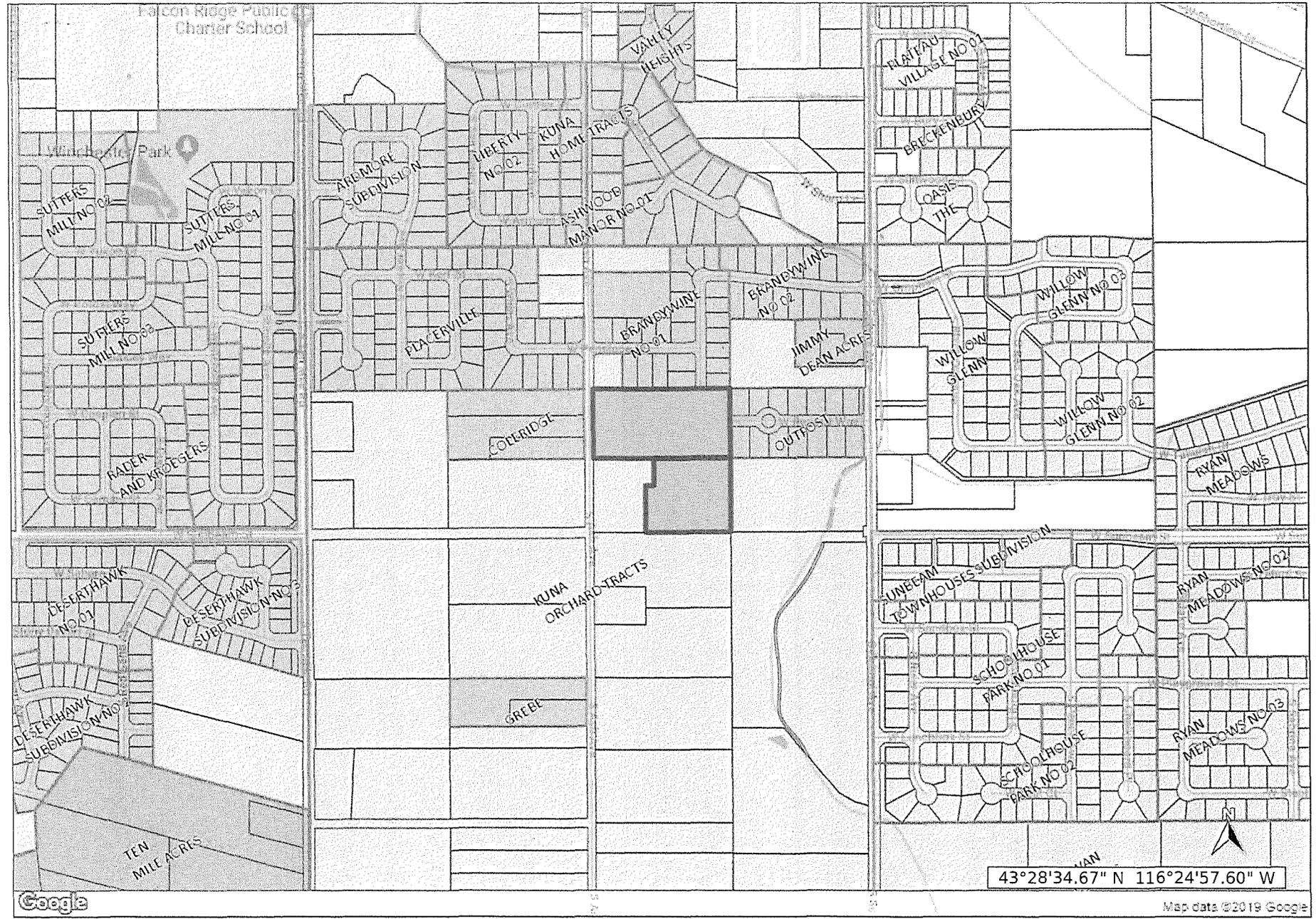
Non-Residential Project Summary (if applicable) Not Applicable

Number of building lots: _____ Other lots: _____
Gross floor area square footage: _____ Existing (if applicable): _____
Hours of operation (days & hours): _____ Building height: _____
Total number of employees: _____ Max. number of employees at one time: _____
Number and ages of students/children: _____ Seating capacity: _____
Fencing type, size & location (proposed or existing to remain): _____
Proposed Parking:
a. Handicapped spaces: _____ Dimensions: _____
b. Total Parking spaces: _____ Dimensions: _____
c. Width of driveway aisle: _____
Proposed Lighting: _____
Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature: *Cynthia Daniel* Date: 12/12/19



landproDATA PDF



Accurate Surveying & Mapping



A Professional Corporation
1602 W. Hays St., Suite 306
Boise, ID 83702
www accuratesurveyors.com

Land Description

A portion of Lot 18 in Kuna Orchard Tracts as recorded in Book 6 of Plats at Page 291, Records of Ada County, and a portion of the Southeast Quarter of the Northwest Quarter of Section 26, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the found 5/8th inch diameter iron pin with a aluminum cap labeled PLS 7015 at the Center Quarter corner of said Section 26, from which the found aluminum cap monument in asphalt at the West Quarter corner of said Section 26 bears N 89° 48' 48" W a distance of 2630.79 feet; thence N 89° 48' 48" W along the center section line for a distance of 657.75 feet to a point witnessed by a set 5/8th inch diameter iron with a 2-inch aluminum cap labeled PLS 11463 which bears N 00° 16' 33" E a distance of 3.00 feet, said point being the **REAL POINT OF BEGINNING;**

Thence continuing N 89° 48' 48" W along the center section line for a distance of 395.75 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 00° 18' 02" E for a distance of 216.32 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence S 89° 48' 48" E for a distance of 39.01 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 00° 18' 02" E for a distance of 127.05 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 89° 49' 34" W for a distance of 281.01 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463;

Thence N 00° 18' 02" E for a distance of 318.30 feet to a set 5/8th iron pin with a 2-inch aluminum cap labeled PLS 11463; the southwest corner of Kuna Orchard Tracts;

Thence S 89° 50' 18" E along the south line of said Tracts for a distance of 657.46 feet to a found 5/8th inch diameter iron pin labeled PLS 4347 at the corner common to Lots 23, 24, 17 and 18 of said Tracts;

Thence S 00° 16' 33" W along the line common to said Lots 17 and 18 for a distance of 661.88 feet to the **REAL POINT OF BEGINNING.**

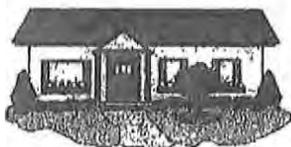
Land area is 7.665 acres, more or less.



SITE

ADA COUNTY RECORDER Christopher D Rich
BOISE IDAHO Pgs=2 CHE FOWLER
ZVNH

2018-010536
02/05/2018 10:28 AM
AMOUNT:\$15.00



QUITCLAIM DEED

FOR VALUE RECEIVED

ZVNH FAMILY TRUST do(es) hereby convey, release and forever quitclaim unto

THREEHOUSEASHPONDNORTHVIEWGALLAHADGRANGERLLC

Whose current address is 642 S. ASH, KUNA, IDAHO, ADA COUNTY the following described premises, to-wit:

PARCEL NUMBER R50705028356

LEGAL; SEE EXHIBIT " A "

Dated 11/18

ZVNH Family Trust by Notary member
[Signature]

STATE OF Idaho)

SS

COUNTY OF Ada)

On this 1 day of Jan, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared Nick and Zhabna Hansen known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Signature: Kelly Vierra

Name: Kelly Vierra

Residing at: Eagle ID

My Commission expires: 3/12/2020

MY COMMISSION EXPIRES
03/12/2020

KELLY VIERRA
NOTARY PUBLIC
STATE OF IDAHO

Exhibit
A2g

EXHIBIT "A"

PARCEL I

All of the North half of Lot 18 of KUNA ORCHARD TRACTS, according to the official plat thereof, filed in Book 6 of Plats at Page 291, records of Ada County, Idaho.

EXCEPTING THEREFROM the following:

Beginning at the Northwest corner of said North half of Lot 18; thence South and parallel to the East boundary of said Lot 18, 120 feet; thence East and parallel to the North boundary of said Lot 18, 154 feet; thence North and parallel to the East boundary of said Lot 18, 120 feet; thence West along the North boundary of said Lot 18, 154 feet to the POINT OF BEGINNING.

PARCEL II

A parcel of land situated in the North half of Lot 18 of KUNA ORCHARD TRACTS, according to the official plat thereof, filed in Book 6 of Plats at Page 291, records of Ada County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of said North half of Lot 18; thence South and parallel to the East boundary of said Lot 18, 120 feet; thence East and parallel to the North boundary of said Lot 18, 154 feet; thence North parallel to the East boundary of said Lot 18, 120 feet; thence West along the North boundary of said Lot 18, 154 feet to the POINT OF BEGINNING.

RR.
JMR



City of Kuna COMMITMENT TO PROPERTY POSTING

City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, ID 83634
208.922.5274
www.kunacity.id.gov

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8

Ugethaniel

Applicant/agent signature

3/27/19

Date





Crystal McDaniel <crystal@accuratesurveyors.com>

Fwd: Chotika Subdivision Name Reservation

1 message

Nathan Dang <nathan@accuratesurveyors.com>
To: Crystal McDaniels <crystal@accuratesurveyors.com>

Thu, Apr 4, 2019 at 5:04 PM

----- Forwarded message -----

From: **Sub Name Mail** <subnamemail@adacounty.id.gov>
Date: Tue, Feb 19, 2019 at 2:26 PM
Subject: RE: Chotika Subdivision Name Reservation
To: Nathan Dang <nathan@accuratesurveyors.com>

February 19, 2019

Nathan Dang, Accurate Surveying & Mapping

RE: Subdivision Name Reservation: **CHOTIKA SUBDIVISION**

At your request, I will reserve the name **Chotika Subdivision** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Glen Smallwood
Surveying Technician

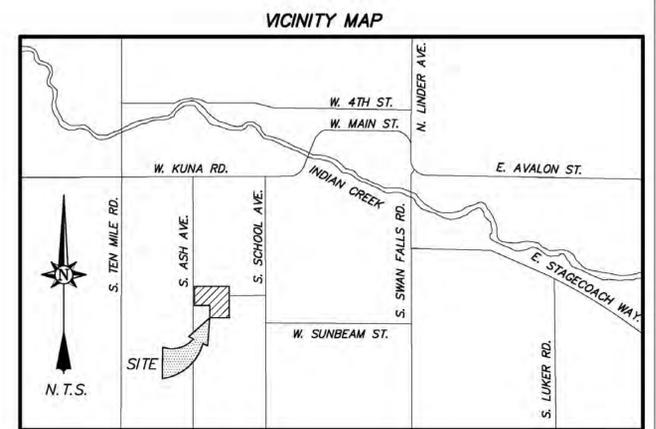
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7926 office
(208) 287-7909 fax

From: Nathan Dang [mailto:nathan@accuratesurveyors.com]
Sent: Tuesday, February 19, 2019 12:39 PM
To: Sub Name Mail
Subject: Re: [EXTERNAL] Re: Subdivision Name Reservation

Exhibit
A2j

PRELIMINARY PLAT

THE PROPOSED CHOTIKA SUBDIVISION
 A PORTION OF LOT 18, BLOCK 1 THE KUNA ORCHARD TRACTS,
 BOOK 6 OF PLATS, PAGE 291, ADA COUNTY RECORDS
 LYING WITHIN THE SE 1/4 OF THE NW 1/4 OF SECTION 26, T.2N., R.1W., B.M.
 CITY OF KUNA — COUNTY OF ADA — STATE OF IDAHO



OWNER/DEVELOPER
 3 VALLEY DEVELOPMENT LLC.
 DON VEASBY
 31045 TEMECULA PARKWAY, #201
 TEMECULA, CA 92592
 (951) 970-9191

SURVEYOR
 NATHAN J. DANG
 ACCURATE SURVEYING
 AND MAPPING, P.C.
 1602 W HAYS ST., SUITE 306
 BOISE, ID 83702
 208-488-4227

ZONING AND SETBACKS

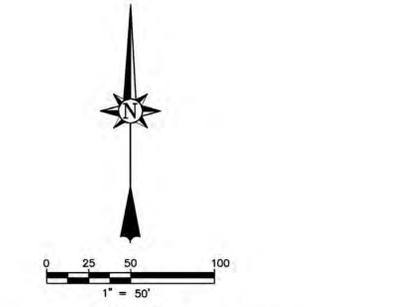
EXISTING ZONING DESIGNATION: - RUT
 PROPOSED ZONING DESIGNATION: - R6
 MINIMUM LOT SIZE: - 5,000 S.F.

SETBACKS: FRONT YARD/SIDEYARD, STREET - 20 FEET
 SIDE YARD, INTERIOR - 5 FEET
 REAR YARD - 15 FEET

GENERAL SITE NOTES:

PROPERTY SIZE: 333,887± S.F.
 7,665± ACRES
 INTENDED USE: RESIDENTIAL
 SITE ADDRESS: 642 S. ASH AVE.
 PARCEL ID NO: R5070502835/R5070503050
 GROSS DENSITY (DU/ACRE-TOTAL PROPERTY): 4.044± ACRES
 NET DENSITY (DU/ACRE-EXCLUDING ROADS): 5.092± ACRES

- NOTES:**
1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
 2. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE KUNA CITY ZONING ORDINANCE.
 3. THE EXTERIOR BOUNDARY OF THIS SUBDIVISION HAS A TEN (10) FOOT WIDE PERMANENT PUBLIC UTILITIES AND LOT DRAINAGE EASEMENT.
 4. IN COMPLIANCE WITH THE DISCLOSURE REQUIREMENTS OF IDAHO CODE 31-3805(2), IRRIGATION WATER HAS NOT BEEN PROVIDED FOR BY THE OWNER, AND THE LOTS SHOWN ON THIS PLAT SHALL BE SUBJECT TO ASSESSMENTS BY BOISE-KUNA IRRIGATION DISTRICT.
 5. DEVELOPMENT OF THIS PROPERTY SHALL BE IN COMPLIANCE WITH CITY OF KUNA ZONING ORDINANCE.
 6. LOT 1, BLOCK 2 IS DESIGNATED AS A COMMON AREA.
 7. LOT 16, BLOCK 3 CONTAINS A FIRE TURNAROUND.
 8. MAINTENANCE OF COMMON AREAS AND OPEN SPACE BY HOME OWNERS ASSOCIATION.



- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - SECTION LINE
 - PARCEL LINE
 - LOT LINE
 - EASEMENT
 - SANITARY SEWER
 - WATER
 - PRESSURE IRRIGATION
 - SIDEWALK
 - EXISTING FENCE
 - EXISTING EDGE OF PAVEMENT
 - EXISTING SANITARY SEWER
 - EXISTING TOP OF SLOPE
 - EXISTING BUILDING
- FOUND 2" ALUMINUM CAP IN ASPHALT
 - FOUND 5/8" IRON PIN WITH PLASTIC CAP, AS NOTED
 - FOUND 1/2" IRON PIN WITH PLASTIC CAP, AS NOTED
 - SET 5/8" IRON PIN WITH 2" ALUMINUM CAP, PLS 11463
 - MONITORING WELL
 - IRRIGATION MANHOLE
 - SANITARY SEWER MANHOLE
 - STORM DRAIN MANHOLE
 - WATER VALVE
 - UTILITY POLE
 - FIRE HYDRANT
 - GAS MARKER WITH TYPE
 - ELECTRIC METER
 - TELEPHONE RISER
 - MAIL BOX
 - BENCHMARK
 - CONCRETE PIPE
 - CALCULATED POINT
 - P.O.B. POINT OF BEGINNING
 - LOT NUMBER

- REFERENCES**
- R1 = THE KUNA ORCHARD TRACTS SUBDIVISION; BOOK 06 OF PLATS, PAGE 291, ADA COUNTY RECORDS
 - R2 = OUTPOST SUBDIVISION; BOOK 87 OF PLATS, PAGE 10,023, ADA COUNTY RECORDS
 - R3 = COLERIDGE SUBDIVISION; BOOK 70 OF PLATS, PAGE 7152, ADA COUNTY RECORDS
 - R4 = BRANDYWINE SUBDIVISION; BOOK 85 OF PLATS, PAGE 9437, ADA COUNTY RECORDS
 - R5 = RECORD OF SURVEY No. 9159

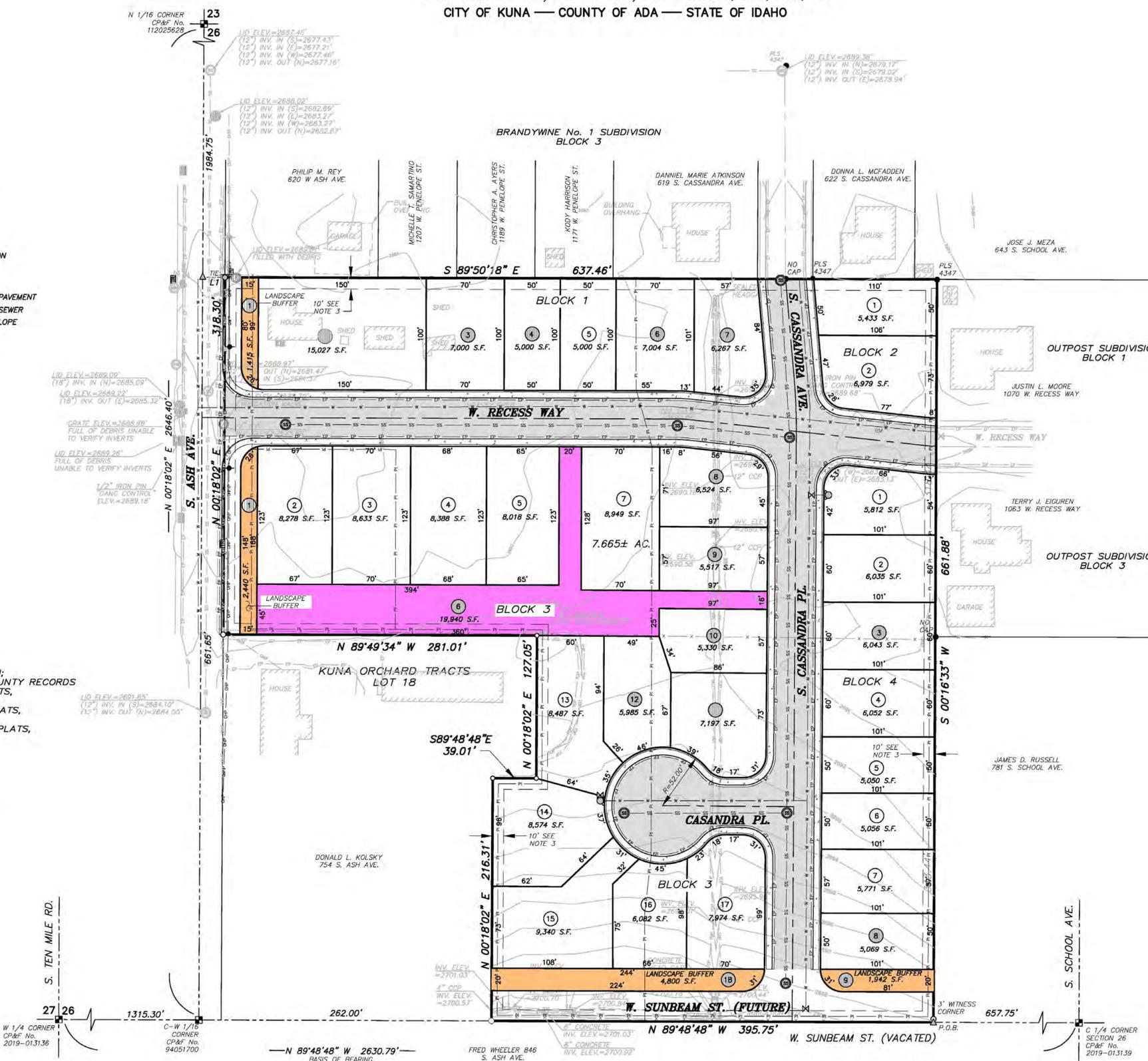
BASIS OF BEARING
 N 89°48'48" W BETWEEN FOUND MONUMENTS AT THE CENTER QUARTER CORNER OF SECTION 26 AND THE QUARTER CORNER COMMON TO SECTIONS 26 AND 27.

REVISION BLOCK

DESCRIPTION	DATE
CITY COMMENTS	05/07/19
REDESIGN	07/30/19
CITY COMMENTS	08/28/19
REDESIGN	12/10/19

LINE TABLE

LINE BEARING	DISTANCE
LT S 89°41'58" E	20.00'



Nathan J. Dang,
 P.L.S. 11463



Accurate Surveying & Mapping

1602 W. Hays St., Suite 306
 Boise, Idaho 83702
 (208) 488-4227
 www accuratesurveyors.com

JOB NO.	18-340
DRAWN BY:	PGL2
SHEET:	1 OF 1



462 E. Shore Dr. Suite 100
Eagle, Idaho 83616
208-939-4041

Landscape Requirements:

AS IDENTIFIED IN THE KUNA, IDAHO CITY ORDINANCE:

LANDSCAPE BUFFER VEGETATIVE DENSITY (5-17-15)

TWO (2) SHADE TREES, THREE (3) EVERGREEN TREES, AND 12 SHRUBS EVERY 100 LINEAR FEET.

AREA	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
W. ASH AVE. (272 L.F.)	6 SHADE TREES 9 EVERGREEN TREES 36 SHRUBS	6 SHADE TREES 9 EVERGREEN TREES 48 SHRUBS
W. SUNBEAM ST. (345 L.F.)	7 SHADE TREES 10 EVERGREEN TREES 41 SHRUBS	7 SHADE TREES 10 EVERGREEN TREES 42 SHRUBS

COMMON AREA LANDSCAPES (5-17-12-C)

ONE (1) DECIDUOUS TREE PER ONE THOUSAND (1,000) SQUARE FEET OF SITE AND LAWN

AREA	LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
20062 SQ. FT.	20 DECIDUOUS TREES	20 DECIDUOUS TREES

Landscape Notes:

- CONTRACTOR SHALL REPORT TO LANDSCAPE ARCHITECT ALL CONDITIONS WHICH IMPAIR AND/OR PREVENT THE PROPER EXECUTION OF THIS WORK, PRIOR TO BEGINNING WORK.
- FINISH GRADES TO BE SMOOTH AND EVEN GRADIENTS WITH POSITIVE DRAINAGE IN ACCORDANCE WITH SITE GRADING PLAN. REMOVE RIDGES AND FILL DEPRESSIONS, AS REQUIRED TO MEET FINISH GRADES. PLACE 3" DEPTH OF 1" MINUS BLACK AND TAN ROCK MULCH OVER SUBGRADE SOIL TO ACHIEVE FINISH GRADE. FINISH GRADE RELATED TO ADJACENT SITE ELEMENTS SHALL BE:
 - 1-INCH BELOW TOP OF ADJACENT PAVEMENT, VALVE BOX, VAULT, ETC.
 - 3-INCHES BELOW TOP OF CURB UNLESS NOTED OTHERWISE.
- ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 18" OF TOPSOIL. SOD AREAS A MINIMUM OF 12" OF TOPSOIL. SPREAD, COMPACT AND FINE GRADE TOPSOIL TO A SMOOTH AND UNIFORM GRADE.
- RE-USE EXISTING SURFACE TOPSOIL WHERE POSSIBLE. VERIFY SUITABILITY OF SURFACE SOIL TO PRODUCE TOPSOIL MEETING REQUIREMENTS AND AMEND WHEN NECESSARY. TOPSOIL SHALL BE A LOOSE, FRIABLE, SANDY LOAM, CLEAN AND FREE OF TOXIC MATERIALS, NOXIOUS WEEDS, WEED SEEDS, ROCKS, GRASS OR OTHER FOREIGN MATERIAL AND A PH OF 5.5 TO 7.0. IF ON-SITE TOPSOIL DOES NOT MEET THESE MINIMUM STANDARDS, CONTRACTORS ARE RESPONSIBLE TO EITHER: A) PROVIDE APPROVED IMPORTED TOPSOIL, OR B.) IMPROVE ON-SITE TOPSOIL WITH METHODS APPROVED BY LANDSCAPE ARCHITECT. SUPPLEMENT WITH IMPORTED TOPSOIL WHEN QUANTITIES ARE INSUFFICIENT. CLEAN TOPSOIL OF ROOTS, PLANTS, SODS, STONES, CLAY LUMPS AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
- IF IMPORTED TOPSOIL FROM OFF-SITE SOURCES IS REQUIRED, PROVIDE NEW TOPSOIL THAT IS FERTILE, FRIABLE, NATURAL LOAM, SURFACE SOIL, REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, STONES LARGER THAN 2 INCHES IN ANY DIMENSION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH.
- OBTAIN TOPSOIL FROM LOCAL SOURCES OR FROM AREAS HAVING SIMILAR SOIL CHARACTERISTICS TO THAT FOUND AT PROJECT SITE. OBTAIN TOPSOIL ONLY FROM NATURALLY, WELL-DRAINED SITES WHERE TOPSOIL OCCURS IN A DEPTH OF NOT LESS THAN 4 INCHES.
- ALL LANDSCAPE AREAS SHALL BE WEED FREE AT THE TIME OF LANDSCAPE INSTALLATION. REMOVE ALL ROOTS, WEEDS, ROCKS AND FOREIGN MATERIAL ON THE SURFACE.
- NEW TREE PLANTING. SEE DETAIL 1 & 2/L1.50. CONTRACTOR SHALL STAKE ALL TREES DEEMED NECESSARY, I.E. FROM BEING BLOWN OVER, PLANTED WITH LOOSE ROOT BALL, ETC. CONTRACTOR'S OPTION.
- NEW SHRUB PLANTING. SEE DETAIL 3/L1.50.
- ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN NURSERYMAN STANDARDS FOR TYPE AND SIZE. SHOWN PLANTS WILL BE REJECTED IF NOT IN A SOUND AND HEALTHY CONDITION.
- ALL PLANT MATERIAL SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR BEGINNING AT THE DATE OF SUBSTANTIAL COMPLETION. REPLACE ALL PLANT MATERIAL FOUND DEAD OR NOT IN A HEALTHY CONDITION IMMEDIATELY WITH THE SAME SIZE AND SPECIES AT NO COST TO THE OWNER.
- TREE PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR TREE PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. TREE PITS SHALL BE 5'x5'x1.5' (37.5 CF/1.5 CY).
 - APPLICATION RATES:
 - L.A.A. HUMIC ACID: 25 LBS PER TREE PIT
 - L.A.B. COMMERCIAL GRADE COMPOST - 10 CUBIC FEET PER TREE PIT
 - L.A.C. PLANTING TABLET FERTILIZER - 4 TABLETS PER TREE PIT
 - L.A.D. CALCIFIED DIATOMACEOUS EARTH - 75 LBS PER TREE PIT
- SHRUB PIT BACKFILL PLANTING MIX: BLEND TOPSOIL AND SOIL AMENDMENTS AND FERTILIZER FOR SHRUB PIT BACKFILL AT THE FOLLOWING RATES. BLEND AMENDMENTS THOROUGHLY WITH SOIL BACKFILL. SHRUB PITS SHALL BE 2.5'x2.5'x1' (6.25 CF/0.25 CY).
 - APPLICATION RATES:
 - M.A.A. HUMIC ACID: 2 LBS PER SHRUB PIT
 - M.A.B. COMMERCIAL GRADE COMPOST - 2 CUBIC FEET PER SHRUB PIT
 - M.A.C. PLANTING TABLET FERTILIZER - 2 TABLETS PER SHRUB PIT
 - M.A.D. CALCIFIED DIATOMACEOUS EARTH - 15 LBS PER SHRUB PIT
- IMMEDIATELY CLEAN UP ANY TOPSOIL OR OTHER DEBRIS ON THE SITE CREATED FROM LANDSCAPE OPERATIONS AND DISPOSE OF PROPERLY OFF SITE.
- CONTRACTOR SHALL SUBMIT MATERIAL SAMPLES FOR LANDSCAPE ROCK MULCH TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PROCUREMENT. LANDSCAPE BOULDERS, PHOTO SUBMITTAL IS ADEQUATE. FOR ROCK MULCH, SUBMIT 1 GALLON BAG SAMPLE TO OWNER.

Automatic Underground Irrigation Notes:

- ALL LANDSCAPED AREAS SHALL HAVE AN AUTOMATIC UNDERGROUND SPRINKLER SYSTEM WHICH ENSURES COMPLETE COVERAGE AND PROPERLY ZONED FOR REQUIRED WATER USES.
- EACH HYDROZONE IS TO BE IRRIGATED WITH SEPARATE INDIVIDUAL STATIONS.
- POP-UP SPRINKLER HEADS SHALL HAVE A MINIMUM RISER HEIGHT OF 18" AT PLANTER BEDS, 6" AT LAWN AREAS.
- PLANTER BEDS ARE TO HAVE DRIP IRRIGATION SYSTEMS - WITH DRIP CONTROL ZONE KIT AND 150 MESH FILTER (MIN.).
- ELECTRONIC WATER DISTRIBUTION/TIMING CONTROLLERS ARE TO BE PROVIDED. MINIMUM CONTROLLER REQUIREMENTS ARE AS FOLLOWS:
 - PRECISE INDIVIDUAL STATION TIMING
 - RUN TIME CAPABILITIES FOR EXTREMES IN PRECIPITATION RATES
 - AT LEAST ONE PROGRAM FOR EACH HYDROZONE
 - E.C. SUFFICIENT MULTIPLE CYCLES TO AVOID WATER RUN-OFF
 - E.E. POWER FAILURE BACKUP FOR ALL PROGRAMMED INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- INDIVIDUAL VALVED WATERING STATIONS WILL BE DESIGNED AND INSTALLED TO PROVIDE WATER TO RESPECTIVE HYDRO-ZONES.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% COVERAGE WITH HEAD TO HEAD SPACING OR TRIANGULAR SPACING AS APPROPRIATE.
- SPRINKLER HEADS SHALL BE ADJUSTED TO REDUCE OVERSPRAY ONTO IMPERVIOUS SURFACES SUCH AS SIDEWALKS, DRIVEWAYS, AND PARKING AREA.
- EACH VALVE SHALL BE INSTALLED IN A VALVE BOX LARGE ENOUGH TO ALLOW FOR MAINTENANCE AND REMOVAL. ONLY ONE VALVE PER BOX.

CHOTIKA SUBDIVISION

Revisions

1.



Project No.: 119020
Date of Issuance: 12/02/2019
Project Milestone: Design Review

Design Review Landscape Plan

L1.00



PLANT SCHEDULE OVERALL

EVERGREEN TREES	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY
PH	PICEA PUNGENS 'HOOPSII' / HOOPSI BLUE SPRUCE 30" H X 15" W	6' HT.	B&B	19
CLASS II DECIDUOUS TREES				
AA	ACER FREEMANII 'ARMSTRONG' / FREEMAN MAPLE 45" H X 15" W	2" CAL.	B&B	11
LE	LIRIODENDRON TULIPIFERA 'EMERALD CITY' TM / EMERALD CITY TULIP TREE 55" H X 25" W	2" CAL.	B&B	6
LF	LIRIODENDRON TULIPIFERA 'FASTIGIATA' / TULIP TREE 40" H X 15" W	2" CAL.	B&B	13
CLASS III DECIDUOUS TREES				
OR	QUERCUS RUBRA / RED OAK 50" H X 45" W	2" CAL.	B&B	3
SHRUBS				
BS	BUXUS SEMPERVIRENS 'SUFFRUTICOSA' / DWARF ENGLISH BOXWOOD	1 GAL		20
CO	CALAMAGROSTIS X ACUTIFLORA 'OVERDAM' / OVERDAM FEATHER REED GRASS 3' H X 3" W	1 GAL		16
HO2	HEMEROCALLIS X 'STELLA DE ORO' / STELLA DE ORO DAYLILY 2' H X 2" W	1 GAL		22
PE	PHLOX SUBULATA 'EMERALD BLUE' / EMERALD BLUE MOSS PHLOX 6" H X 3" W	1 GAL		24
R3	ROSA GROUNDCOVER X 'RADTKO' / DOUBLE KNOCK OUT GROUNDCOVER ROSE 3' H X 4" W	2 GAL		8

Landscape Material Legend:

- 80/20 BLUEGRASS/PERENNIAL RYE BLENDED TURF SOD
- EXISTING CONIFEROUS TREE - RETAIN AND PROTECT
- EXISTING DECIDUOUS TREE - RETAIN AND PROTECT

Tree Protection Notes:

- PROTECT THE CRITICAL ROOT ZONE OF THE TREES TO BE RETAINED ON SITE: (NOTE: CRITICAL ROOT ZONE IS THE AREA DIRECTLY BELOW THE DRIP LINE OF THE TREE)
 - CONSTRUCT PROTECTIVE FENCING OF CHAIN-LINK AROUND THE CRITICAL ROOT ZONE PRIOR TO DEMOLITION OR CONSTRUCTION.
 - DO NOT ALLOW COMPACTION BY EQUIPMENT TRAFFIC DURING CONSTRUCTION OR DURING DEMOLITION.
 - DO NOT ALLOW CEMENT TRUCKS TO RINSE WITHIN THE PROTECTION AREA, ANYWHERE THAT TREE ROOTS EXIST OR IN PLANNED PLANTING BEDS.
 - DO NOT STOCKPILE MATERIALS, DEBRIS OR DIRT WITHIN THE TREE PROTECTION AREA.
 - MAINTAIN WATERING WITHIN THE CRITICAL ROOT ZONE FROM MID-APRIL TO MID-OCTOBER AT THE RATE OF NOT LESS THAN THE EQUIVALENT OF 1-1/2" OF WATER OVER THE ENTIRE AREA PER WEEK.
 - DO NOT TRENCH, EXCAVATE, FILL OR OTHERWISE DISTURB THE SOIL WITHIN THE CRITICAL ROOT ZONE.
 - ADJUST PROPOSED IMPROVEMENT LOCATIONS AS REQUIRED TO AVOID DAMAGING TREE ROOTS.
- PROTECT THE CROWN AND TRUNK OF TREES TO BE RETAINED ON SITE:
 - OPERATE EQUIPMENT IN SUCH A WAY AS TO AVOID CONTACT WITH TREE TRUNKS OR BRANCHES.
 - PRUNING OF PUBLIC PROPERTY TREES SHALL BE PERFORMED BY A LICENSED ARBORIST.
- ALL TREES DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPLACED USING THE FOLLOWING CRITERIA:

EXISTING TREE	REPLACEMENT
1" TO 6" CALIPER.....	2X CALIPER OF TREE REMOVED
6" TO 12" CALIPER.....	1.5X CALIPER OF TREE REMOVED
> 12" OR LARGER CALIPER.....	1X CALIPER OF TREE REMOVED

EXAMPLE: IF AN 8" CALIPER TREE IS REMOVED, AN ACCEPTABLE REPLACEMENT WOULD BE (3) 4" CALIPER TREES OR (4) 3" CALIPER TREES.

Design Review-Landscape Plan

Horizontal Scale: 1" = 30'

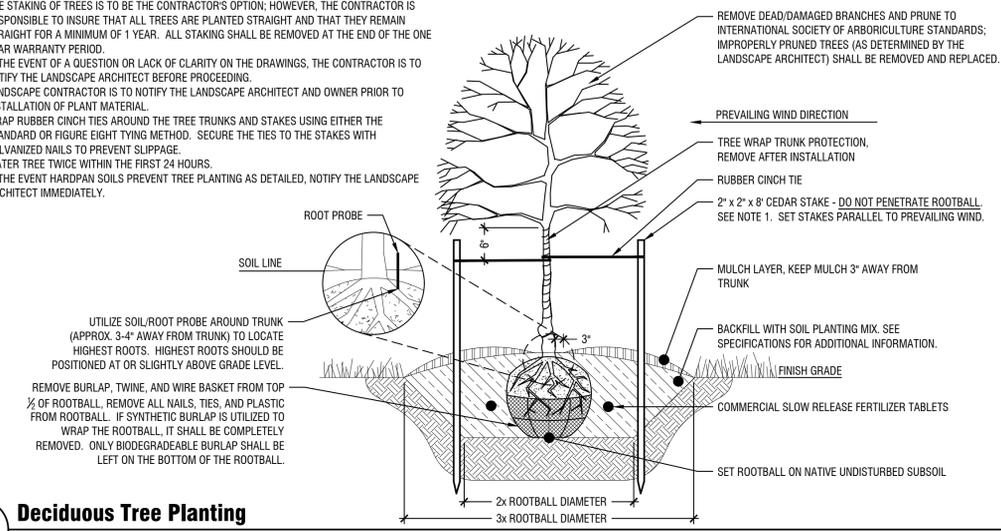
19-03-AN (Annexation) & 19-02-S (Preliminary Plat)
 12/02/2019
 David J. Agard
 Licensed Landscape Architect
 State of Idaho
 License No. LA-164

NOTES:

1. THE STAKING OF TREES IS TO BE THE CONTRACTOR'S OPTION; HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND THAT THEY REMAIN STRAIGHT FOR A MINIMUM OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE ONE YEAR WARRANTY PERIOD.
2. IN THE EVENT OF A QUESTION OR LACK OF CLARITY ON THE DRAWINGS, THE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT BEFORE PROCEEDING.
3. LANDSCAPE CONTRACTOR IS TO NOTIFY THE LANDSCAPE ARCHITECT AND OWNER PRIOR TO INSTALLATION OF PLANT MATERIAL.
4. WRAP RUBBER CINCH TIES AROUND THE TREE TRUNKS AND STAKES USING EITHER THE STANDARD OR FIGURE EIGHT TYING METHOD. SECURE THE TIES TO THE STAKES WITH GALVANIZED NAILS TO PREVENT SLIPPAGE.
5. WATER TREE TWICE WITHIN THE FIRST 24 HOURS.
6. IN THE EVENT HARDPAN SOILS PREVENT TREE PLANTING AS DETAILED, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.

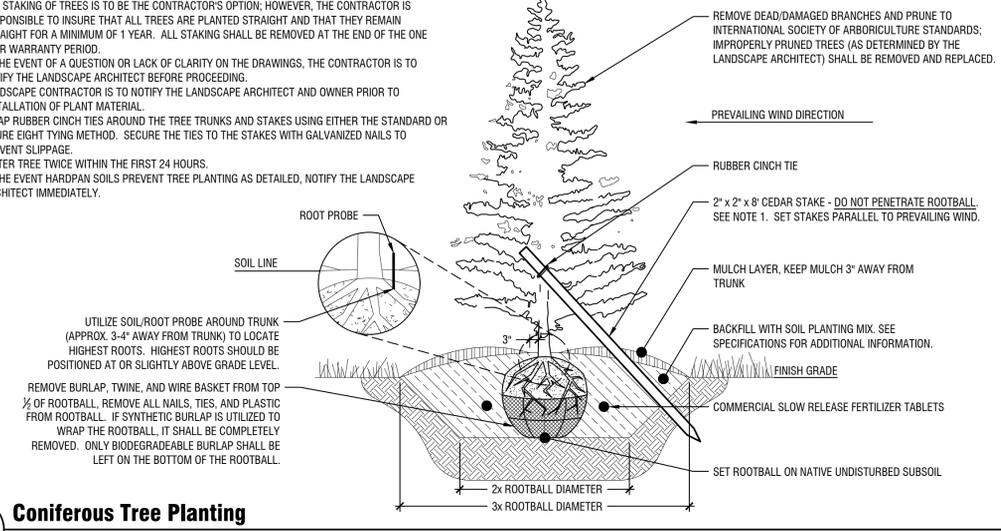
1 Deciduous Tree Planting

Scale: NTS



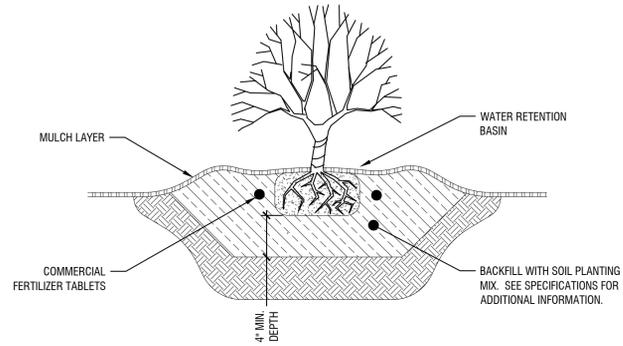
2 Coniferous Tree Planting

Scale: NTS



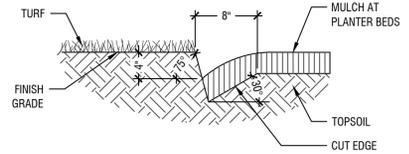
3 Shrub Planting

Scale: NTS



4 Planter Edge Cut Edge

Scale: NTS



CHOTIKA SUBDIVISION

642 S Ash Ave
Kuna, Idaho 83634

Revisions	
1.	



12/02/2019
Project No.: 19020
Date of Issuance: 12/02/2019
Project Milestone: Design Review

Design Review
Landscape Details

L1.50



Chotika Subdivision

Color Site Plan I 12/04/2019

Kuna, Idaho

PN:119020





Neighborhood Meeting Certification

Received
4.5.19

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: Chotika Subdivision to be located at 642 S. Ash St., Kuna, ID
 Date and time of neighborhood meeting: 3/27/19, from 6:00 PM to 8:00 PM
 Location of neighborhood meeting: Kuna Public Library, 457 N Locust Ave, Kuna, ID

SITE INFORMATION:

Location: Quarter: NW Section: 26 Township: 2N Range: 1W Total Acres: 7.665
 Subdivision Name: Chotika Lot: N1/2 18 Block: _____
 Site Address: 642 S Ash St, Kuna, ID Tax Parcel Number(s): R5070503050 and
R5070502835

Please make sure to include all parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Don Veasy
 Address: PO Box 140838 City: Garden City State: ID Zip: 83714

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Crystal McDaniel Business (if applicable): Accurate Surveying & Mapping
 Address: 1602 W. Hays, Suite 306 City: Boise State: ID Zip: 83702

A2n

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type

Brief Description

Annexation

Re-zone

Subdivision (Sketch Plat and/or Prelim. Plat)

Special Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

APPLICANT:

Name: Crystal McDaniel

Address: 1602 W Hays, Suite 306

City: Boise State: ID Zip: 83702

Telephone: 208-488-4227 Fax:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant) *Crystal McDaniel* Date 3/28/19

SIGN IN SHEET

PROJECT NAME: Chotika Subdivision

Date: 3/27/19

	Name	Address	Zip	Phone
1	Sharon Wheeler	846 S. ASH AVE	83634	922-4336
2	Fred Wheeler	"	"	"
3	William Burch	1198 W. Penelope St	83634	353-4785
4	Maria Klavel	1022 W. Rees Way	83634	208-284-5209
5	Jeff Foster	805 S. School St	83634	208-870-7894
6	Jim Russell	781 SO. School Ave	83634	208631-1119
7	Shari Russell	781 S. School Ave	83634	" " "
8	Jim Porter	993 W RECESS WAY	83634	208863-5621
9	Bryce & Lathean Baker	975 W Luce Way	83634	208-922-1391
10	LORNA KOLSKY	754 S. ASH AVE	83634	208-249-8880
11				
12				
13	Jim Russell	846 S. Ash Ave Inx Data @ Amsah.com		
14				
15	Jim PORTER	porterinvestments@gmail.com		
16				
17	Fred Wheeler	wheels44@msn.com		
18	LORNA KOLSKY	lkolsky@yahoo.com		
19				
20				
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NEIGHBORHOOD MEETING MINUTES

Meeting Date: 3/27/19 Number of Attendees: 12
 Meeting Location: Kuna Public Library, 457 N Locust Ave, Kuna, ID 83634

Description of Project Presented:
Preliminary platting application for the proposed Chotika Subdivision located at 642 S Ash Ave, Kuna, Idaho

Attendee's comments:
 Question: Who are the subdivision builders. Answer: That hasn't been decided.
 Ash Ave is narrow. There is poor visibility at the Ash Ave and Avalon St. intersection. There is a bottleneck at Ash and Avalon. There is concern that overflow traffic will go to Recess Way. There is also concern about slowing down emergency vehicle responses with more traffic congestion.
 Does fencing go up first? There is concern about debris from construction. Also, stated that vinyl fence doesn't work well when bordered with neighbors with livestock. May need to set back fence from hot wire fence.
 Common area is in wrong place. Would be better in the middle of the subdivision.
 Comments are continued on 2nd page

I hereby certify that the above information is complete and correct to the best of by knowledge.
 Crystal McDaniel
 Printed Name

Crystal McDaniel
 Signature

 3/28/19
 Date

Continuation of Comments

Question: What zone will the subdivision be in? There is concern about population density and they don't want R8. They prefer R4, but no higher than R6.

Question: What is the city going to do about the pressurized irrigation system low pressure problem? It is already an issue that will only get worse with more users.

Question: Are the HOA CC&Rs available for public review?

The neighbors would like socials with pie to get acquainted with the new neighbors. Something like this was done before.

Jace Hellman

From: Jace Hellman
Sent: Wednesday, August 14, 2019 11:32 AM
To: Ada County Engineer; Ada County Highway District; Adam Ingram; Becky Rone - Kuna USPS Addressing; Bob Bachman; Bobby Withrow; Boise Project Board of Control (TRitthaler@boiseproject.org); Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ (Alicia.martin@deq.idaho.gov); Eric Adolfson; Idaho Power; Idaho Power; Idaho Power Easements; 'Idaho Power Easments 2'; Intermountain Gas; ITD; J&M Sanitation - Chad Gordon; jmcdaniel@adaweb.net; Julie Stanely - Regional Address Mgmt.; Kuna Postmaster - Marc C. Boyer; Kuna School District; Kuna School District; Kuna School District; Lisa Holland; Megan Leatherman; Nampa Meridian Irrigation District; New York Irrigation; Paul Stevens; Perry Palmer; Planning Mgr: Ada County Development Services; Wendy
Subject: Kuna Planning and Zoning Department, Request for Comment - Case Nos. 19-03-AN, 19-02-S & 19-09-DR
Attachments: Chotika Subdivision Agency Packet.pdf

Agency Transmittal (AMMENDED)

Hello,

The applicant has submitted a modified preliminary plat. If you have submitted comments previously on this application, and have no further comment, please let me know. Thank you.

August 14, 2019

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	19-03-AN (Annexation),19-02-S (Preliminary Plat) & 19-09-DR (Design Review) – Chotika Subdivision.
Project Description	On behalf of Don Veasey (owner), Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 37 total lots (thirty-four (34) buildable lots, three (3) common lots). The subject sites are located at 642 S. Ash St and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).
Site Location	642 S. Ash St. and S. Ash St., Kuna, ID 83634
Applicant	Crystal McDaniel, Accurate Surveyors 1602 W. Hays St, Suite 306 Boise, ID 83702 208-488-4227 Crystal@accuratesurveyors.com

Representative	Roger Smith 1693 S. Coronado Ave Boise, ID 83709 208-870-1015 roger-j-smith@msn.com
Public Hearing Date	Tuesday, September 24, 2019 6:00 pm Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634
Staff Contact	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989
<p>Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you. If your agency needs additional time for review, please let our office know as soon as possible. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i></p>	

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634
jhellman@kunaid.gov





CENTRAL DISTRICT HEALTH DEPARTMENT

Environmental Health Division

- Return to:
- ACZ
 - Boise
 - Eagle
 - Garden City
 - Kuna
 - Meridian
 - Star

RECEIVED
JUN 24 2019
CITY OF KUNA

Rezone # 19-03-AN/19-02-S/19-09-DR
 Conditional Use # _____
 Preliminary / Final / Short Plat _____
Chotika

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water waste flow characteristics
 - bedrock from original grade other _____
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
 - central sewage community sewage system community water well
 - interim sewage central water
 - individual sewage individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage community sewage system community water
 - sewage dry lines central water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
 - food establishment swimming pools or spas child care center
 - beverage establishment grocery store
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. _____ Reviewed By: Row Body
 _____ Date: 6/19/19

Exhibit
C2

CLINTON C. PLINE
CHAIRMAN OF THE BOARD

RON PLATT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

18 June 2019

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

RE: Roger Smith, Chotika Sub
642 S Ash St., Kuna 83634
Boise-Kuna Irrigation District
Mora Canal 530+00B
Sec. 26, T2N, R1W, BM.

19-03-AN, 19-02-S, 19-09-DR

BK-1300 Q1, 1300 Q

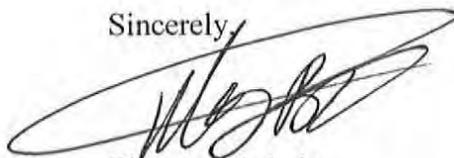
Jace Hellman, Planner:

There are no Boise Project facilities located on the above-mentioned property, however it does in fact possess a valid water right.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc: Ray Moore
Lauren Boehlke
File

Watermaster, Div; 3 BPBC
Secretary – Treasurer, BKID

RECEIVED
JUN 21 2019
CITY OF KUNA

Exhibit
03



STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

DEQ Response to Request for Environmental Comment

Date:	June 28, 2019
Agency Requesting Comments:	City of Kuna
Date Request Received:	June 18, 2019
Applicant/Description:	Chotika Subdivision, 19-03-AN, 19-02-S, & 19-09-DR Robin Hood Subdivision 19-03-S & 19-14-DR

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

The property owner, developer, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

For questions, contact David Luft, Air Quality Manager, at 373-0550.

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects

Exhibit
C4

Page 2 of 4

require separate permits as well.

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

All projects for construction or modification of public drinking water systems require preconstruction approval.

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- *A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.*
- *Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one*

acre, a stormwater permit from EPA may be required.

- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in

Page 4 of 4

accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

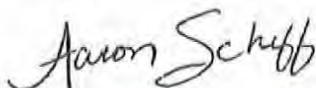
For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

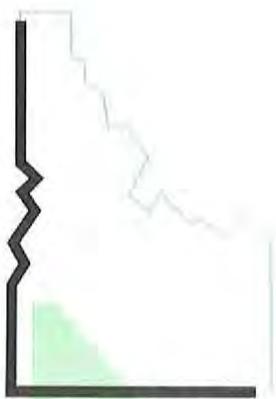
We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,



Aaron Scheff
aaron.scheff@deg.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: CM#2019AEK114



ORGANIZED 1911
Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

September 6, 2019

Jace Hellman, Planner II
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RECEIVED
SEP 09 2019
CITY OF KUNA

RE: 19-03-AN, 19-02-S & 19-09-DR/ Chotika Subdivision; 642 S. Ash St. & S. Ash St.

Dear Jace:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Thomas Ritthaler, Boise Project- Board of Control, at 208-344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/ gnf

Cc:

Office/ File
T. Ritthaler, BPBOC

APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000



Jace Hellman

From: D3 Development Services <D3Development.Services@itd.idaho.gov>
Sent: Friday, August 23, 2019 10:25 AM
To: Jace Hellman
Subject: 19-03-AN, 19-02-S & 19-09-DR Chotika Subdivision

Good morning,
ITD has received applications 19-03-AN, 19-02-S, 19-09-DR for review. ITD does not anticipate any significant traffic impact to the State Highway system from this development and has no objections to the proposed development.

Thank you,

Sarah Arjona
Development Services Coordinator
ITD District 3
(208) 334-8338

From: Jace Hellman <jhellman@kunaID.gov>
Sent: Wednesday, August 14, 2019 11:32 AM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; DEQ (Alicia.martin@deq.idaho.gov) <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <ahawkins@idahopower.com>; Idaho Power <bwatson2@idahopower.com>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easments 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; jmcDaniel@adaweb.net; Julie Stanely - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Postmaster - Marc C. Boyer <marc.c.boyer@usps.gov>; Kuna School District <kbekkedahl@kunaschools.org>; Kuna School District <bsaxton@kunaschools.org>; Kuna School District <wjohnson@kunaschools.org>; Lisa Holland <lholland@kunaid.gov>; Megan Leatherman <mleatherman@adaweb.net>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paul Stevens <PStevens@kunaid.gov>; Perry Palmer <ppalmer@kunafire.com>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>; Wendy Howell <whowell@kunaid.gov>
Subject: [EXTERNAL] Kuna Planning and Zoning Department, Request for Comment - Case Nos. 19-03-AN, 19-02-S & 19-09-DR

--- This email is from an external sender. Be cautious and DO NOT open links or attachments if the sender is unknown. ---

Agency Transmittal (AMMENDED)

Hello,

The applicant has submitted a modified preliminary plat. If you have submitted comments previously on this application, and have no further comment, please let me know. Thank you.



August 14, 2019

Notice is hereby given by the City of Kuna that the following action(s) are under consideration:

File Number & Case Name:	19-03-AN (Annexation),19-02-S (Preliminary Plat) & 19-09-DR (Design Review) – Chotika Subdivision.
Project Description	On behalf of Don Veasey (owner), Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 37 total lots (thirty-four (34) buildable lots, three (3) common lots). The subject sites are located at 642 S. Ash St and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).
Site Location	642 S. Ash St. and S. Ash St., Kuna, ID 83634
Applicant	Crystal McDaniel, Accurate Surveyors 1602 W. Hays St, Suite 306 Boise, ID 83702 208-488-4227 Crystal@accuratesurveyors.com
Representative	Roger Smith 1693 S. Coronado Ave Boise, ID 83709 208-870-1015 roger-j-smith@msn.com
Public Hearing Date	Tuesday, September 24, 2019 6:00 pm Kuna City Hall is located at 751 W. 4 th Street, Kuna, ID 83634
Staff Contact	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989
<p>Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you. If your agency needs additional time for review, please let our office know as soon as possible. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i></p>	

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634



Rebecca W. Arnold, President
Mary May, 1st Vice-President
Sara M. Baker, 2nd Vice-President
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner

August 19, 2019

To: Accurate Surveyors (via email)
Crystal McDaniel
1602 W Hays Street, Ste. 306
Boise, ID 83702

Subject: Chotika Subdivision/ KPP19-0005/ 19-03-AN/ 19-02-S/ 19-09-DR
642 S Ash Street
Annexation and Rezone with preliminary plat consisting of 34 buildable lots
and 3 common lots and a design review application on 7.67-acres.

On August 2, 2019, the Ada County Highway District approved Chotika Subdivision/ KPP-19-0005 for an annexation, rezone, preliminary plat and design review of a 37 total lot subdivision. The site-specific conditions of approval also apply to this application.

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

Stacey Yarrington
Planner III
Development Services

cc: Project File
City of Kuna (via email)
Don Veasey (via email)
Roger Smith (via email)

Attachment: Staff Report

Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements). Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
2. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
3. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
4. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
5. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
6. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
7. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
8. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
9. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
10. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
11. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.



Project/File: Chotika/ KPP19-0005/ 19-02-S/ 19-03-AN/ 19-09-DR
This is an annexation with rezone to R-6, a preliminary plat consisting of 37 lots, and a design review on 7.7-acres.

Lead Agency: City of Kuna

Site address: 642 S Ash Avenue

Staff Approval: August 2, 2019

Applicant: Don Veasey
 31045 Temecula Parkway, #201
 Temecula, CA 92592

Representative: Accurate Surveying & Mapping
 Crystal McDaniel
 1602 W Hays Street, Ste. 306
 Boise, ID 83702

Staff Contact: Stacey Yarrington, Planner III
 Phone: 387-6171
 E-mail: syarrington@achdidaho.org

A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation with rezone from RUT (Rural Urban Transition) to R-6 (Medium density Residential), a preliminary plat consisting of 34 buildable lots and 3 common lots, and a design review application. The site is located on 7.7-acres and the applicant's proposal is consistent with the City of Kuna's Future Land Use Map.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Medium density Residential	R-6
South	Rural Urban Transition (Ada County)	RUT
East	Medium density Residential	R-4
West	Estate Residential (Ada County)	R1

3. **Site History:** ACHD has not previously reviewed this site for a development application.
4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:
- Deserthawk 4, a 34 buildable lot development located southwest of the site, was approved by ACHD in July 2017.
5. **Transit:** Transit services are not available to serve this site.

6. **New Center Lane Miles:** The proposed development includes 0.26 centerline miles of new public road.
7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.
8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 312 additional vehicle trips per day (9 existing); 33 additional vehicle trips per hour in the PM peak hour (1 existing), based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.
2. **Condition of Area Roadways**
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Ten Mile Road	0-feet	Minor Arterial	185	Better than "E"
School Avenue	0-feet	Collector	N/A	N/A
Ash Avenue	318-feet	Local	14	N/A

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

3. **Average Daily Traffic Count (VDT)**
Average daily traffic counts are based on ACHD's most current traffic counts.
 - The average daily traffic count for Ten Mile Road south of Avalon Street was 3,230 on 05/15/2018.
 - The average daily traffic count for Ash Avenue north of King Road was 187 on 06/19/2019.
 - There are no current traffic counts for School Avenue.

C. Findings for Consideration

1. Sunbeam Street (New Mid-Mile Collector)

- a. **Existing Conditions:** There are no existing roadways internal to the site.
- b. **Policy:**

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Half Street Policy: District Policy 7206.2.2 required improvements shall consist of pavement widening to one-half the required width, including vertical curb, gutter and concrete sidewalk (minimum 7-feet attached, or 5-foot detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should align with Sunbeam Street on the west side of Ash Avenue and continue through the property stubbing to the east. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, and on street parking, a 36-foot street section within 50-feet of right-of-way.

- c. **Applicant Proposal:** The applicant is not proposing any improvements to Sunbeam Street abutting the site.
- d. **Staff Comments/Recommendations:** There is a new mid-mile collector designated on the MSM along the south property line of this site. The new collector will extend between School Avenue and Ash Avenue. Typically, the applicant would be required to construct Sunbeam Street along the site's south property line as ½ of a 36-foot street section with vertical curb, gutter, 7-foot wide attached (5-foot wide detached) concrete sidewalk, 12-feet of additional pavement widening, 3-foot wide shoulder, and borrow ditch abutting the site.

However, as Sunbeam Street is not currently constructed to the east and west, staff recommends that the applicant be required to provide 27-feet of right-of-way along the south property line abutting the site and provide the District with road trust funds for the future improvements to Sunbeam Street abutting the site.

The applicant should be required to provide the District with a road trust deposit in the amount of \$85,200. This amount is based on 18-feet of pavement, vertical curb, gutter, and 7-foot wide concrete sidewalk, plus 10% contingency.



2. Ash Avenue

- a. **Existing Conditions:** Ash Avenue is improved with 2-travel lanes, 30-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 45-feet of right-of-way for Ash Avenue (18-feet from centerline).

There are two unimproved residential driveways onto Ash Avenue from the site.

- b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District’s Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing streets adjacent to a proposed development may be required. These improvements are to correct deficiencies or replace deteriorated facilities. Included are sidewalk construction or replacement; curb and gutter construction or replacement; replacement of unused driveways with curb, gutter and sidewalk; installation or reconstruction of pedestrian ramps; pavement repairs; signs; traffic control devices; and other similar items.

- c. **Applicant’s Proposal:** The applicant is proposing to dedicate additional right-of-way to total 25-feet from centerline of Ash Avenue. The applicant is proposing to improve Ash Avenue with curb, gutter, and 5-foot wide attached sidewalk abutting the site that will close the two existing residential driveways onto Ash Avenue.
- d. **Staff Comments/Recommendations:** The applicant’s proposal meets District policy and should be approved.

3. Internal Local Streets

- a. **Existing Conditions:** There are no existing streets internal to the site.

Recess Way is stubbed at the site’s east property line, 670-feet south of Omphale Street and Cassandra Avenue is stubbed at the site’s north property line, 518-feet east of Ash Avenue.

- b. **Policy:**

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any

buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 45-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

Stub Street Policy: District policy 7206.2.4 (collector)/ 7207.2.4 (local) states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.5.4 (collector)/ 7207.2.5.4 (local), except a temporary cul-de-sac will not be required if the stub street has a length no

greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

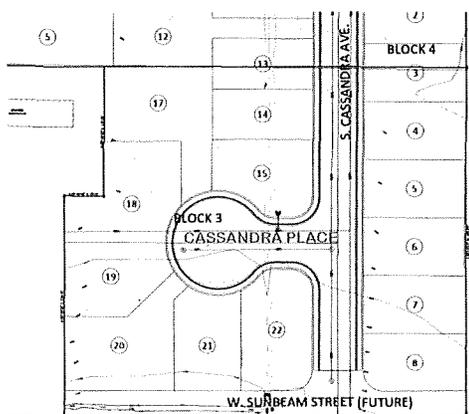
In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

c. **Applicant's Proposal:** The applicant is proposing to extend Recess Way and Cassandra Avenue into the site and construct the internal local streets as 36-foot street sections with curb, gutter, and 5-foot wide attached sidewalk within 50-feet of right-of-way.

The applicant is proposing to terminate Cassandra Place with a cul-de-sac turnaround located approximately 120-feet west of Cassandra Avenue (measured centerline to centerline).

The applicant is proposing to stub Cassandra Avenue approximately 125-feet south of Cassandra Place. Cassandra Avenue will intersect, Sunbeam Street, which is the future collector street.



d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy and should be approved, as proposed.

The applicant should be required to construct the cul-de-sac turnaround with a minimum 45-foot turning radius.

The proposed stub street, Cassandra Avenue, is less than 150-feet in length, therefore, a temporary turnaround is not required.

The applicant should be required to install a sign at the terminus of the stub street, Cassandra Avenue, stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

4. Roadway Offsets

a. **Existing Conditions:** There are no existing streets internal to the site.

b. **Policy:**

Local Offset Policy: District policy 7206.4.5, requires local roadways to align or offset a minimum of 330-feet from a collector roadway (measured centerline to centerline).

District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

- c. **Applicant's Proposal:** The applicant is proposing to construct a new local street, Recess Way, from the site to intersect Ash Avenue located 314-feet south of Penelope Street and 535-feet north of Sunbeam Street, a future collector street (measured centerline to centerline).

Cassandra Avenue is proposed to intersect Sunbeam Street, which is a future collector street, located 535-feet east of Ash Avenue (measured centerline to centerline).

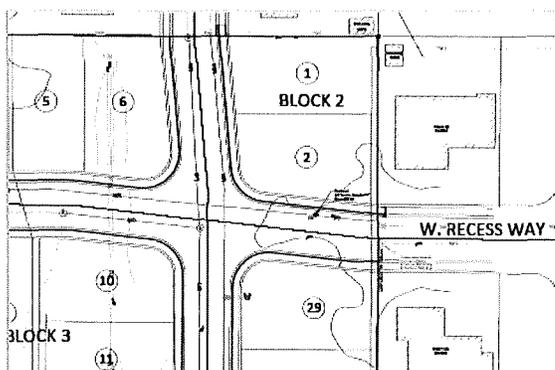
The applicant is proposing to off-set the local internal streets a minimum of 125-feet (measured centerline to centerline).

- d. **Staff Comments/Recommendations:** The applicant's proposal to construct a new local street, Recess Way, from the site to intersect Ash Avenue located 314-feet south of Penelope Street and 535-feet north of Sunbeam Street, a future collector street meets District policy and should be approved, as proposed.

The applicant's proposal to provide a new local street, Cassandra Avenue, to intersect the future collector street, Sunbeam Street, meets District Offset policy and should be approved, as proposed.

The construct the internal local streets with a minimum 125-foot offset meets District policy and should be approved, as proposed.

The applicant should coordinate with ACHD staff on the tangent lengths at the Recess Way/ Cassandra Place intersection to ensure that adequate site lines are provided.



5. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

7. Other Access

Ash Avenue and Sunbeam Street are classified as collector roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Dedicate 27-feet of right-of-way along the site's south property line for Sunbeam Street, the future mid-mile collector street.
2. Provide the District with a road trust deposit in the amount of \$85,200.
3. Dedicate additional right-of-way to total 25-feet from centerline on Ash Avenue abutting the site.
4. Improve Ash Avenue with curb, gutter, and 5-foot wide attached sidewalk abutting the site and that will close the two existing residential driveways onto Ash Avenue.
5. Extend Recess Way and Cassandra Avenue into the site and construct the internal streets as 36-foot street sections with curb, gutter, and attached 5-foot wide sidewalk within 50-feet of right-of-way.
6. Terminate Cassandra Place with a cul-de-sac turnaround with a minimum 45-foot turning radius,
7. Install signage at the terminus of the stub street, Cassandra Avenue, stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
8. Construct a new local street, Recess Way, to intersect Ash Avenue located 314-feet south of Penelope Street and 535-feet north of Sunbeam Street.
9. Cassandra Avenue to intersect Sunbeam Street, a future collector street, located 535-feet east of Ash Avenue is approved.
10. Construct the internal local streets with a minimum 125-foot offset.
11. Direct lot access to Ash Avenue and Sunbeam Street is prohibited and should be noted on the final plat.
12. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
13. Payment of impact fees is due prior to issuance of a building permit.
14. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

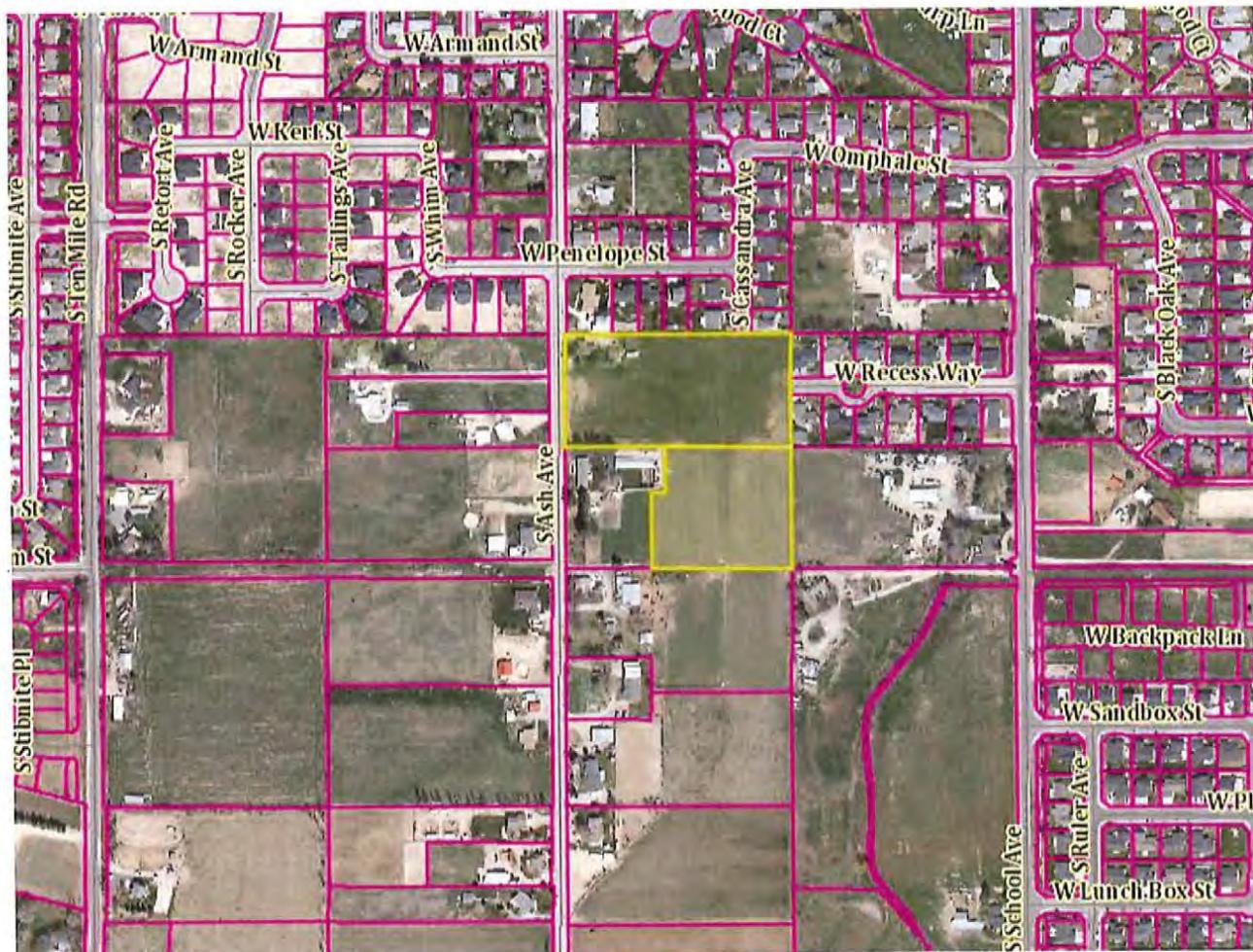
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

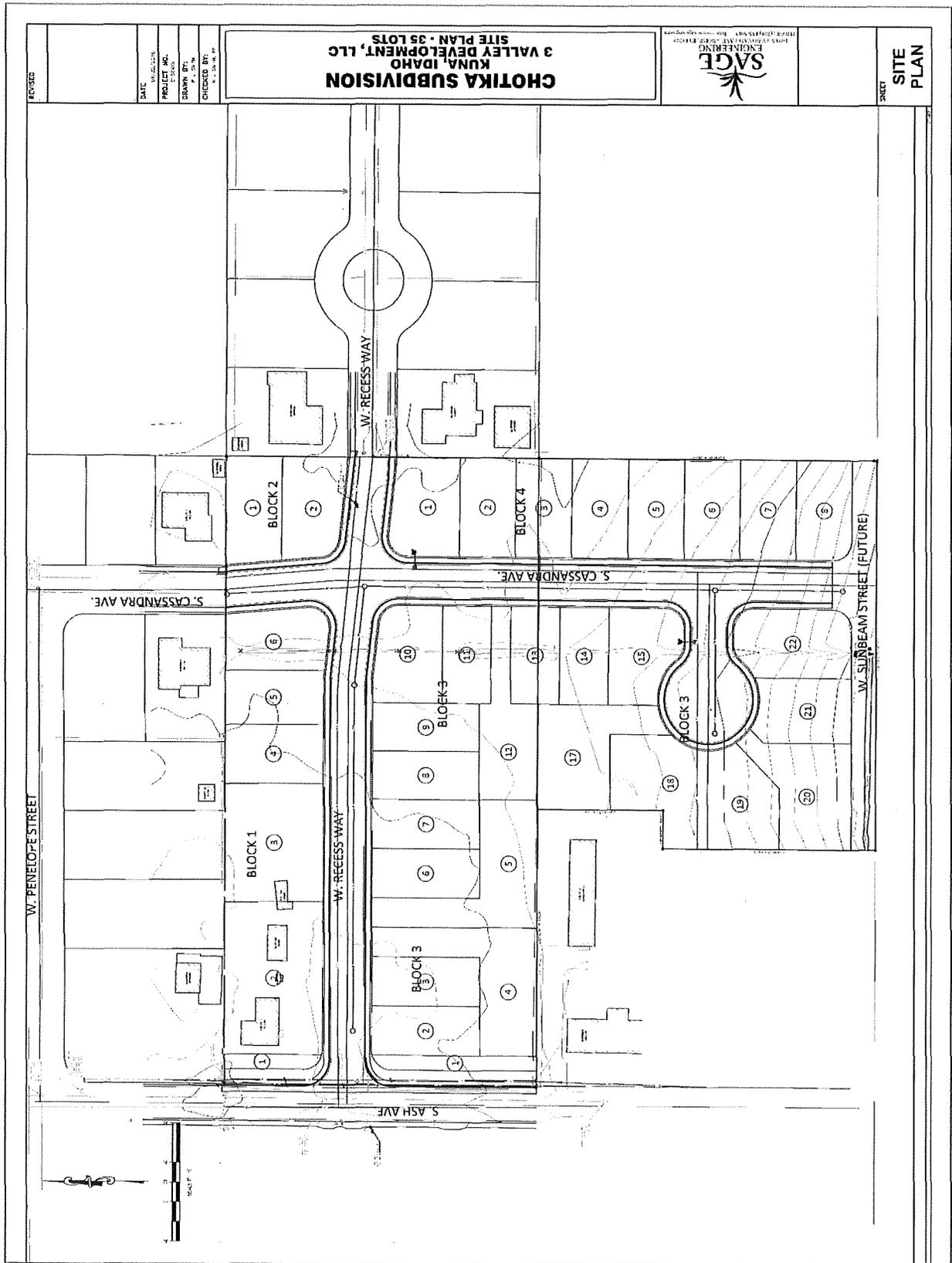
G. Attachments

1. Vicinity Map
2. Site Plan
3. Utility Coordinating Council
4. Development Process Checklist
5. Appeal Guidelines

VICINITY MAP



SITE PLAN



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a **"No Review"** letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer

MEMORANDUM

Date: 12 July 2019
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Chotika Subdivision Preliminary Plat – 19-02-S, 19-03-AN Annexation, & Design Review 19-09-DR

The Chotika Preliminary Plat, annexation, and design review request dated 23 May 2019 has been reviewed. While the application outlines the applicant’s general development intent, specific development plans are not provided except those implied as allowed or permitted in a “R-6” zone. These comments apply to the preliminary plat and do not address the landscaping design review request. The landscaping design review request rests with the Planning and Zoning Department. Review of civil design drawings is accomplished separately, when received.

Recommendation: proceed with the Preliminary Plat and annexation consistent with the enclosed comments. These comments may be expanded or refined based on future land-use actions. The following comments apply:

1. General

- a. Chotika Subdivision is zoned R6, contains 5.851 Acres, 3 common lots and 34 residential lots. A commensurate impact on the City of Kuna’s pressurized irrigation, sewer, and water utilities will result.
- b. Access to Chotika Subdivision is from South Ash Avenue and an extension of West Recess Way.
- c. A plan approval letter will be required if this project affects any local irrigation districts.
- d. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- e. State the vertical datum used for elevations on all drawings.
- f. Provide engineering certification on all final engineering drawings.

2. Inspection Fees

- a. An inspection fee will apply to City inspection of water, sewer and irrigation facilities construction associated with this development.
- b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
- c. The developer’s engineer and the City’s inspector are permitted to coordinate inspections. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe. Payment is due and payable prior to City’s approval of final construction plans.



3. Right-of-Way

- a. Chotika Subdivision accesses from South Ash Avenue.
- a. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- b. Approaches onto classified streets must comply with ACHD approach policies.
- c. It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided in connection with property development.
- d. All street construction must meet or exceed ACHD and City of Kuna development standards.
- e. All city mainlines crossing proposed lots, running along the back of lots and sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
- f. Access to Lot 3, Block 3 appears long. Access to Lots 6 & 7, Block 3 appears narrow & long with limited turn around potential. Access to Lot 16, Block 3 is long.

4. Sanitary Sewer & Potable Water

- a. The applicant's property is presently undeveloped, is not connected to City services and is subject to connection fees for the ultimate connected sewer load and water demand as provided in the City's Standard Tables. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs. City Code (6-4-2X) requires connection to City water services.
- b. City code 5-16-3: B.2 states that applicant shall extend public sewer and water to each parcel when water and sewer are available within three hundred (300) feet of the parcels.
- c. All sewer and water infrastructure must meet or exceed City of Kuna requirements.
- d. It is recommended that this application be conditioned to conform to the sewer and water master plans as applicable.

5. Pressurized Irrigation

- a. The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2).
- b. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- c. Condition this project to require connection and annexation to the City's Pressurized Irrigation system.
- d. Annexation into the municipal irrigation district and pooling of water rights is a requirement of the final plat approval.
- e. Existing irrigation ditches must be relocated as needed and as approved by the irrigation ditch company/users.
- f. It is recommended that this application be conditioned to conform to the Pressure Irrigation Master Plan where applicable.

6. Grading and Storm Drainage

The following provisions apply to Chotika Subdivision:

- a. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- c. Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the Civil Engineering construction improvements review.

- d. Any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- e. If impervious area is increased, provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Provide detail drawings of drainage facilities for review.

7. As-Built Drawings

- a. As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted.

8. Property Description

- a. The applicant provided a preliminary plat and supporting documents as part of the application.



City of Kuna PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for Chotika Sub
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted Wed 5 - 3 - 2020 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). *This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.*

DATED this 5th day of March, 2020.

Signature,

[Handwritten Signature]
Owner/Developer

STATE OF IDAHO)
County of Ada) : ss
)

On this 5th day of March, 2020 before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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

[Handwritten Signature]
Notary Public
Residing at 10909 Westgate Dr, Boise ID 83709
Commission Expires 3/30/2021





CITY OF KUNA PUBLIC HEARING NOTICE

Kuna City Council

THE CITY OF KUNA will hold a public hearing
on **March 17th, 2020 at 6:00 PM**, at
Kuna City Hall

PURPOSE: Preliminary Plat, Annexation and Zoning - Chutika
Subdivision, Approximately 7.67 acres, 31 single-family
dwelling lots, 1 common area lot, Requested Zoning R6

LOCATION: 642 S. Ash Ave (parcel R5070502835) and
(Parcel R5070503050) Kuna, Idaho

APPLICATION BY: Accurate Surveying & Mapping

CONTACT: Kuna Planning & Zoning at 208-922-5546

Jace Hellman

From: Jace Hellman
Sent: Thursday, February 20, 2020 10:24 AM
To: IDAHO PRESS-TRIBUNE
Subject: City of Kuna Request for Legal Publication
Attachments: Chotika Legal Publication KMN 2.26.2020.docx

Greetings:

We would like to request that you publish the attached legal notification in the February 26, 2020 cycle of the Kuna Melba News on behalf of the City of Kuna, Planning and Zoning Department. This notification needs to be published in only one cycle.

The Kuna P.O. for this request is #9643 (if you need it).
Thank you!

Jace Hellman
Planner II
751 W 4th St
Kuna, ID 83634
jhellman@kunaid.gov



CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

File #'s 19-03-AN & 19-02-S, Chotika Subdivision

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, March 17, 2020 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with an **Annexation (AN)** and **Preliminary Plat (S)** request for Chotika Subdivision. On behalf of Don Veasey (owner), Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (thirty-one (31) buildable lots, five (5) common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

The public is invited to present written or oral comments. Written testimony received by the close of business on **March 10, 2020** will be included in the packets distributed to the governing body. Late submissions (must include eight (8) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

Kuna Planning & Zoning Department

*(No need to print this portion) Please publish one time on **February 26, 2020**.*

(Sent 2/20/2020)

Kuna P.O. #9643

IDAHO PRESS-TRIBUNE
EMMETT MERIDIAN KUNA BOISE WKLY
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2321

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 02/20/20 15:23 by sje14

Acct #: 345222

Ad #: 1996475

Status: New HOLD

1 KUNA, CITY OF
P.O. BOX 13
KUNA ID 83634

Start: 02/26/2020 Stop: 02/26/2020
Times Ord: 1 Times Run: ***
LEG 1.00 X 71.00 Words: 294
Total LEG 71.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 57.54
Affidavits: 1

Contact: CHRIS ENGLES
Phone: (208)387-7727
Fax#:
Email: awelker@kunaaid.gov; gsmith@k
Agency:

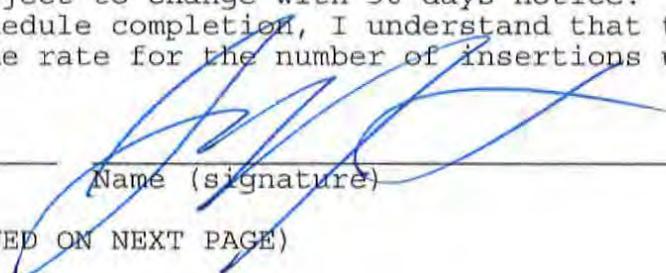
Ad Descript: 19-03-AN & 19-02-S
Given by: JACE HELLMAN
P.O. #:
Created: sje14 02/20/20 15:19
Last Changed: sje14 02/20/20 15:22

PUB ZONE EDT TP RUN DATES
KMN A 96 S 02/26

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Jace Hellman
Name (print or type)


Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS-TRIBUNE
EMMETT MERIDIAN KUNA BOISE WKLY
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2321

ORDER CONFIRMATION (CONTINUED)

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LEGAL NOTICE

File #'s 19-03-AN & 19-02-S,
Chotika Subdivision

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, March 17, 2020 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St, Kuna, ID; in connection with an **Annexation (AN) and Preliminary Plat (S)** request for Chotika Subdivision. On behalf of Don Veasey (owner), Accurate Surveyors requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (thirty-one (31) buildable lots, five (5) common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

Looks great!

The public is invited to present written or oral comments. Written testimony received by the close of business on **March 10, 2020** will be included in the packets distributed to the governing body. Late submissions (must include eight (8) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

Kuna Planning & Zoning
Department

February 26, 2020

1996475



CITY OF KUNA

PLANNING & ZONING DEPARTMENT

P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

CERTIFICATE OF MAILING

Date: 2/26/2020
To: 400' Property Owners Other _____
Planner: Jace Hellman, Planner II
Case Name: 19-02-S & 19-03-AN – Chotika Subdivision

I HEREBY CERTIFY that on this 26th day of February, 2020, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.

Signature

Attest

Exhibit
04



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
Phone (208) 922-5274 • Fax: (208) 922-5989
www.kunacity.id.gov

Mail written comments to PO Box 13, Kuna, ID 83634 or hand deliver them to City Hall.

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.

Dear Property Owner:

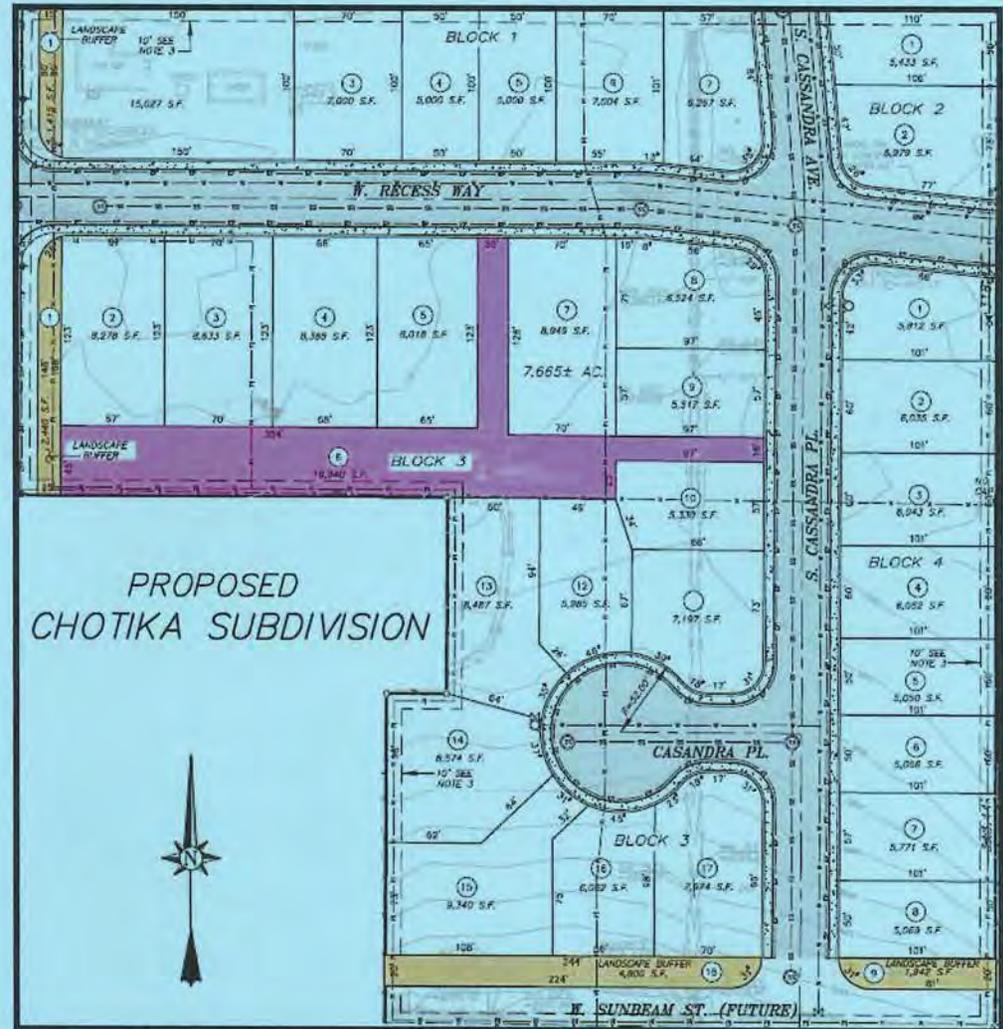
NOTICE IS HEREBY GIVEN that the City of Kuna City Council is scheduled to hold a public hearing on **March 17, 2020**, beginning at **6:00 pm** on the following case:



A request from Accurate Surveyors, on behalf of Don Veasey (owner), to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 36 total lots (thirty-one (31) buildable lots, five (5) common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

The hearing will be held at **6:00 PM** in the **Council Chambers at City Hall** located at **751 W. 4th Street, Kuna, Idaho**.

You are invited to provide oral or written comments. Written testimony received by the close of business on **March 10, 2020** will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions (must submit eight (8) copies) will be presented to the governing body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person.



MAILED 2/26/2020

Suggestions For Testifying at the Public Hearing:

Be informed . . .

Review the proposal, staff report, applicable provisions of the ordinance, comprehensive plan and Idaho State Code (Title 67, Chapter 65).

All items pertaining to the application can be found the Friday prior to the hearing at <http://kunacity.id.gov/240/Agendas-and-Meeting-Minutes>.

Be on time . . .

Although the item you are interested in may not be first on the agenda, you never know when it will be heard. The governing body has authority to adjust the schedule according to its discretion. Thus, anticipate attending from the beginning.

Speak to the point . . .

The governing body appreciates pertinent, well organized, factual and concise comments. Redundant testimony is prohibited. **The developer or their representative is given 10 minutes to present their project. Others wishing to testify are given three (3) minutes. The developer (or their representative) is given additional time for rebuttal to address issues raised during public testimony.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group. The group representative will receive 10 minutes to make comments.

If you don't wish to speak, write . . .

Written testimony submitted one (1) week prior to the hearing will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions must submit eight (8) copies, which will be presented to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision.

City of Kuna
Planning and Zoning
PO Box 13
Kuna, ID 83634

**NEGATIVE
NOTICE**

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
ALBERS JOSHUA		604 S CASSANDRA AVE	KUNA, ID 83634-0000
ALDRICH KASEY JENSEN	ALDRICH SHANNON MARIE	1365 W PENELOPE ST	KUNA, ID 83634-0000
AMH 2015-1 BORROWER LLC		30601 AGOURA RD STE 200	AGOURA HILLS, CA 91301-0000
ANDERSON ERMA ELLEN		1342 W PENELOPE ST	KUNA, ID 83634-0000
ATKINSON DANNIEL MARIE	ATKINSON STEPHANIE D	619 S CASSANDRA AVE	KUNA, ID 83634-0000
AYERS CHRISTOPHER A	AYERS CELESTE DAWN	1189 W PENELOPE ST	KUNA, ID 83634-0000
BAKER BRYCE ROBERT	BAKER KATHLEEN B	975 W RECESS WAY	KUNA, ID 83634-0000
BETTIS RODNEY A	BETTIS HOLLY A	1138 W PENELOPE ST	KUNA, ID 83634-0000
BOLLINGER RONALD W	BOLLINGER KATHLEEN M	980 W RECESS WAY	KUNA, ID 83634-0000
DANIELS FAMILY LIVING TRUST	DANIELS BRANDON DEKE TRUSTEE	1364 W PENELOPE ST	KUNA, ID 83634-0000
DAVIS JOHN L	DAVIS NATASHA D	525 S CASSANDRA AVE	KUNA, ID 83634-0000
DEANDRADE STEPHANIE	DEANDRADE CHRISTOPHER	1021 W OMPHALE ST	KUNA, ID 83634-0000
DOWNS JASON TIMOTHY	DOWNS TARA ROSE	1343 W PENELOPE ST	KUNA, ID 83634-0000
ECKENROED ANDY		1019 W RECESS WAY	KUNA, ID 83634-0000
EIGUREN TERRY J	EIGUREN TRUDY M	PO BOX 49	KUNA, ID 83634-0000
FIELD SARAH E	FIELD SAM AARON	1320 W PENELOPE ST	KUNA, ID 83634-0000
FLAVEL THOMAS J	FLAVEL ALICIA K	1022 W RECESS WAY	KUNA, ID 83634-0000
FOSTER JEFFERY L	FOSTER JANICE S	805 S SCHOOL AVE	KUNA, ID 83634-1745
GEORGE BART BOONE	GEORGE LOUANN	1407 W PENELOPE ST	KUNA, ID 83634-0000
HANEY CHARLA L		566 S CASSANDRA AVE	KUNA, ID 83634-0000
HARRISON KODY	HARRISON AMANDA	1171 W PENELOPE ST	KUNA, ID 83634-0000
HAUSDORF TAUSHA		1162 W PENELOPE ST	KUNA, ID 83634-0000
HAWKES ERICH D		1198 W PENELOPE ST	KUNA, ID 83634-0000
HENDERSON DANIEL D	HENDERSON JAMIE D	1309 W PENELOPE ST	KUNA, ID 83634-0000
HUDON MISTY D	HUDON NOEL T	847 S ASH AVE	KUNA, ID 83634-0000
IHLI MICHAEL BRADLEY & LINDA MARLENE JOINT LIVING TRUST		625 S SCHOOL AVE	KUNA, ID 83634-0000
JUDD ALLISON R	JUDD MICHAEL R	543 S CASSANDRA AVE	KUNA, ID 83634-0000
KOLSKY DONALD L	KOLSKY LORNA V	754 S ASH AVE	KUNA, ID 83634-2246
LANDIS RONALD J LIVING TRUST	LANDIS RONALD J TRUSTEE	6212 SYLVAN DR	SIMI VALLEY, CA 93063-0000
MCARTHUR HEATHER R		532 S CASSANDRA AVE	KUNA, ID 83634-0000
MCFADDEN DONA L	MCFADDEN BRYON	622 S CASSANDRA AVE	KUNA, ID 83634-0000
MCKEE SANDRA ANN		1073 W OMPHALE ST	KUNA, ID 83634-0000
MEZA JOSE J	MEZA ROSA M	328 S ROCKER AVE	KUNA, ID 83634-0000
MICHAELSON ALAN M		655 S ASH AVE	KUNA, ID 83634-0000
MILLER JACK E	MILLER CAROL A	940 S ASH AVE	KUNA, ID 83634-1728
MODRELL AARON		550 S CASSANDRA AVE	KUNA, ID 83634-0000
MOORE JUSTIN L	MOORE KRISTINE A	1070 W RECESS WAY	KUNA, ID 83634-0000
MORENO EDUARDO	MORENO SHAWNA NOEL	1041 W RECESS WAY	KUNA, ID 83634-0000
NEWMAN DOUGLAS A	NEWMAN PEGGY S	29776 DAVIS RD	BRUNEAU, ID 83604-5038
OUTPOST HOMEOWNERS ASSOCIATION		PO BOX 214	KUNA, ID 83634-0214

POGGETTI ERNEST A FAMILY TRUST AGREEMENT 7/1/2008	POGGETTI ERNEST A TRUSTEE	484 S ASH AVE	KUNA, ID 83634-0000
POPE MICHAEL	POPE JANINE	1321 W PENELOPE ST	KUNA, ID 83634-0000
PORTER JAMES	HEITHER BARBARA	993 W RECESS WAY	KUNA, ID 83634-0000
PTR HOLDINGS II		9756 SUTHERLAND ST	COWAN HEIGHTS, CA 92705-0000
REA PHILIP M	REA PEGGY S	620 S ASH AVE	KUNA, ID 83634-0000
ROSALES RONALD	ROSALES CLARABELLE	1308 W PENELOPE ST	KUNA, ID 83634-0000
RUSSELL JAMES D	RUSSELL SHERI J	781 S SCHOOL AVE	KUNA, ID 83634-0000
SAMARTINO MICHELLE T	SAMARTINO CHRISTOPHER	1207 W PENELOPE ST	KUNA, ID 83634-0000
SKANTER THOMAS R	SKANTER NANCY JO	1046 W RECESS WAY	KUNA, ID 83634-0000
SMITH ROBERT B	SMITH RYNDI S	900 S ASH AVE	KUNA, ID 83634-1728
SMITH SEAN NICHOLAS		1180 W PENELOPE ST	KUNA, ID 83634-0000
STRELCHIK VERA	TERESHCHENKO YANA	599 S ASH AVE	KUNA, ID 83634-0000
TALBOT HEATHER LEA	TALBOT JOHN A	625 S ASH AVE	KUNA, ID 83634-0000
THIGPEN ROBERT		1236 W PENELOPE ST	KUNA, ID 83634-0000
THREEHOUSEASHPONDNORTHVIEWGALLAHADGRANGERLLC		PO BOX 140838	GARDEN CITY, ID 83714-0000
TWOPDXMOORESTATEELDORADO34LLC		PO BOX 140838	GARDEN CITY, ID 83714-0000
VILLARREAL RUDY M	CARRILLO FELIDA	1039 W OMPHALE ST	KUNA, ID 83634-0000
WHEELER FRED N	WHEELER SHARON L	846 S ASH AVE	KUNA, ID 83634-1728
WHITE BRENDA S		601 S CASSANDRA AVE	KUNA, ID 83634-0000
WHITING DALTON R	WHITING KRYSTAL L	998 W RECESS WAY	KUNA, ID 83634-0000
WIEBUSCH DOUGLAS		685 S ASH AVE	KUNA, ID 83634-0000

Joshua Albers
604 S Cassandra Ave
Kuna, ID 83634

Kasey & Shannon Aldrich
1365 W Penelope St
Kuna, ID 83634

AMH 2015-1 Borrower LLC
30601 Agoura Rd STE 200
Agoura Hills, CA 91301

Erma Anderson
1342 W Penelope St
Kuna, ID 83634

Daniel & Stephanie Atkinson
619 S Cassandra Ave
Kuna, ID 83634

Christopher & Celeste Ayers
1189 W Penelope St
Kuna, ID 83634

Bryce & Kathleen Baker
975 W Recess Way
Kuna, ID 83634

Rodney & Holly Bettis
1138 W Penelope St
Kuna, ID 83634

Ronald & Kathleen Bollinger
980 W Recess Way
Kuna, ID 83634

Daniels Family Living Trust
Brandon Daniels Trustee
1364 W Penelope St
Kuna, ID 83634

John & Natasha Davis
525 S Cassandra Ave
Kuna, ID 83634

Stephanie & Christopher DeAndrade
1021 W Omphale St
Kuna, ID 83634

Jason & Tara Downs
1343 W Penelope St
Kuna, ID 83634

Andy Eckenroed
1019 W Recess Way
Kuna, ID 83634

Terry & Trudy Eiguren
PO Box 49
Kuna, ID 83634

Sarah & Aaron Field
1320 W Penelope St
Kuna, ID 83634

Thomas & Alicia Flavel
1022 W Recess Way
Kuna, ID 83634

Jeffery & Janice Foster
805 S School Ave
Kuna, ID 83634

Bart & LouAnn George
1407 W Penelope St
Kuna, ID 83634

Charla Haney
566 S Cassandra Ave
Kuna, ID 83634

Kody & Amanda Harrison
1171 W Penelope St
Kuna, ID 83634

Tausha Hausdorf
1162 W Penelope St
Kuna, ID 83634

Erich Hawkes
1198 W Penelope St
Kuna, ID 83634

Daniel & Jamie Henderson
1309 W Penelope St
Kuna, ID 83634

Misty & Noel Hudon
847 S Ash Ave
Kuna, ID 83634

Ihli Michael Bradley
& Linda Marlene Joint Living Trust
625 S School Ave
Kuna, ID 83634

Allison & Michael Judd
543 S Cassandra Ave
Kuna, ID 83634

Donald & Lorna Kolsky
754 S Ash Ave
Kuna, ID 83634

Ronald Landis Living Trust
Ronald Landis Trustee
6212 Sylvan Dr
Simi Valley, CA 93063

Heather McArthur
532 S Cassandra Ave
Kuna, ID 83634

Donna & Bryon McFadden
622 S Cassandra Ave
Kuna, ID 83634

Sandra McKee
1073 W Omphale St
Kuna, ID 83634

Jose & Rosa Meza
328 S Rocker Ave
Kuna, ID 83634

Alan Michaelson
655 S Ash Ave
Kuna, ID 83634

Jack & Carol Miller
940 S Ash Ave
Kuna, ID 83634

Aaron Modrell
550 S Cassandra Ave
Kuna, ID 83634

Justin & Kristine Moore
1070 W Recess Way
Kuna, ID 83634

Eduardo & Shawna Moreno
1041 W Recess Way
Kuna, ID 83634

Douglas & Peggy Newman
29776 Davis Rd
Bruneau, ID 83604

Outpost Homeowners Association
PO Box 214
Kuna, ID 83634

Ernest Poggetti Family Trust Agreement 7/1/2008
Ernest Poggetti Trustee
484 S Ash Ave
Kuna, ID 83634

Michael & Janine Pope
1321 W Penelope St
Kuna, ID 83634

James Porter
Barbara Heither
993 W Recess Way
Kuna, ID 83634

PTR Holdings
9756 Sutherland St
Cowan Heights, CA 92705

Philip & Peggy Rea
620 S Ash
Kuna, ID 83634

Ronald & Clarabelle Rosales
1308 W Penelope St
Kuna, ID 83634

James & Sheri Russell
781 S School Ave
Kuna, ID 83634

Michelle & Christopher Samartino
1207 W Penelope St
Kuna, ID 83634

Thomas & Nancy Skanter
1046 W Recess Way
Kuna, ID 83634

Robert & Ryndi Smith
900 S Ash Ave
Kuna, ID 83634

Sean Smith
1180 W Penelope St
Kuna, ID 83634

Vera Strelchik
Yana Tereshchenko
599 S Ash Ave
Kuna, ID 83634

Heather & John Talbot
625 S Ash Ave
Kuna, ID 83634

Robert Thigpen
1236 W Penelope St
Kuna, ID 83634

THREEHOUSEASHPONDNORTHVIEWGALLAHADGRANGERLLC
TWOPODXMOORESTATEELDORADO34LLC
PO Box 140838
Garden City, ID 83714

Rudy Villarreal
Felida Carrillo
1039 W Omphale St
Kuna, ID 83634

Fred & Sharon Wheeler
846 S Ash Ave
Kuna, ID 83634

Brenda White
601 S Cassandra Ave
Kuna, ID 83634

Dalton & Krystal Whiting
998 W Recess Way
Kuna, ID 83634

Douglas Wiebusch
685 S Ash Ave
Kuna, ID 83634

received
3/11/2020

Greetings Mayor Stear and City Council President and Members, 3/10/2020

I am opposed to the current development plans for this subdivision being proposed at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, (APNs: R5070503050 and R5070502835).

As proposed, if approved, this project will still, after two design attempts, result in a negative impact on the surround streets, it will greatly increased traffic patterns on the few connected rural (S. Ash) and subdivision roads (Recess and Cassandra); it will backup traffic during peak hours when cars exit and enter S. Ash and Avalon and result in more accidents due to the hill to the west, which is blinding drivers from seeing more than one oncoming cars; it will increase the density allow on the section to the south; and it will put more children at risk as they walk the roads.

Many of our concerns and questions went unanswered during the prior P&Z hearings... Will there be a sidewalk and landscaping on S. Ash; why didn't you bring the requested RD4 layout to the January meeting for review; couldn't you increase the open area space; how many people must die at the S. Ash / Avalon intersection before intersections and roads will be improved ; how can you entice families to stay and grown on this area if you only provide these tiny 'rental like' starter lots; etc....

We are told at prior hearings, for this development, that Kuna cannot do anything to prevent these hazards, they can't increase needed services to the south; and to residents - it seems that the developers have all the rights. We are often told that the problems we bring up, or presently have will be resolved by future parties, such as ACHD, the public works department, taxes and during building, in the future.

I disagree with this redirection, because Kuna P&Z and City Council can help by decrease the density of many of the subdivisions proposed and by applying more conditions to their approvals. Kuna can wait to allow an annexation, until all the questions are answered. Any reduction in housing, increases in lot sizes, special conditions for street improvements that are given prior to approval, will reduce the impacts caused by the potential developments. By not allowing one less home, a better plat design with more open spaces, or by require specific dark-sky conditions to lighting, you are helping to reduce the impact on our neighborhoods. So let's do that for this project....

Specifically for this request, I ask that you send it back to the drawing board. I propose that the 3 acre lot, which is include on the south, conforms with Kuna Zoning Plan and that only RD4 is allowed on this 3 acre section. By doing this, you may resolve the unanswered residents question on how homes can they support on one cul-de-sac, seven is untested based on some research; and could they please reduce the number of houses at the least, so that the traffic and trip-ends impacts on our roads are reduced.

Another request I specifically have is.... if this is approved and the developer is required to use the NON dark-sky compliant street lighting, which the Kuna Public Works has been approving since 2019 (?), (see the Standard Metal Street Light Detail sheet Kuna STD DWG KSD-116 - 4000K 57W & 87W lights), instead, as a condition for your approval please require that they order the DARK-SKY compliant versions of this light - which requires that they order the 3000K (amber/yellowish) option, shield accessories and stick with 57W maximum lights, while an occasional a 87W light may be needed in a few key areas, like bus stops and common areas. Please , if you chose to approve this plan, include these specific dark-sky features as a formal condition. As. I have found that dark-sky features and requirements do not always make through the building of the subdivision and goes unnoticed when the final plat is approval.

Exhibit
D7

Thank you for your considerations, Cindy Giesen 1363 S. Ash Avenue, Kuna cmthewiz@yahoo.com

September 17, 2019

Kuna City Council
Kuna Planning and Zoning Department
763 W Avalon St.
Kuna, ID 83634

To Whom It May Concern:

My name is Donald Carlin. My address is 951 W Recess Way, Kuna ID 83634. My wife and I are retired schoolteachers. Before retiring, we decided we wanted to be near family, have room to do our hobbies and activities we had put off because of our jobs, and settle in a quiet neighborhood. We looked for three years before we finally found our perfect home five years ago. What could be more appropriate than retired school teachers living in a house on Recess Way, just off School Road?

This letter is to express our concern with the proposed medium density subdivision that is slated to go in adjacent to our subdivision. Our home, like the other homes in the Outpost subdivision, are built on quarter acre lots. The homes on Penelope and Cassandra in the Brandywine Subdivision, which is adjacent to the proposed a new subdivision, Chotika, are also quarter acre lots. In fairness to the residents in the Outpost Subdivision and Brandywine Subdivision, who purchased homes in this neighborhood because of their location in a quiet subdivision, I believe this standard should be maintained.

Ash Avenue and Recess Way cannot handle a large volume of traffic, which would result from Chotika Subdivision having eight units per acre.

We are at the end of the irrigation system. Occasionally, our water pressure drops because of high use up stream. I don't believe the irrigation system could handle the increased demand.

Because of the issues addressed above, I am respectfully requesting Kuna City Council limit the size of Chotika Subdivision to the same standards as Outpost and Brandywine Subdivisions, four homes per acre.

I am not opposed to Chotika Subdivision, and I am making this request in order to maintain the same standard of life for the residents in my neighborhood.

Thank you,



Donald Carlin
951 W Recess Way
Kuna, ID 83634



received
1.7.2020

Outpost Subdivision Homeowner's Association
January 14, 2020

Kuna Planning and Zoning Commission

Dear Commissioners,

During the last public meeting regarding the proposed Chotika subdivision, you heard testimony from the Outpost Homeowners Association which is one of the neighborhoods impacted by this planned development. That testimony expressed concerns by existing homeowners and neighbors as to the proposed lot sizes and density of the Chotika subdivision. Safety concerns were also expressed about the increase in traffic through the Outpost and Brandywine subdivisions as residents of the Chotika subdivision would most likely use to them to access S. School Avenue to get to and from their homes, as opposed to using Ash Street which is narrower and lacks developed sidewalks. The decision of this body during that meeting was to ask the developer to reconfigure their proposal to be consistent with an R-4 density which is more appropriate and typical of this part of town.

This newest submission, does improve lot sizes of a few of the lots on the south side of W. Recess Way, but leaves most of the lots on the north, and east sides still much smaller than would allow for homes to be built consistent in size and character with the existing homes. The revised platt does not reflect in character or in fact the direction to redesign to an R-4 density.

The "Envision Kuna" City of Kuna Comprehensive plan published July 19th 2019, section 3.A.2.c states as a matter of policy:

"Develop flexible design standards to encourage infill that preserves valued characteristics of surrounding area and promotes compatible uses."

One of the valued characteristics of this south area of town is the less dense and more rural location and feel. Surrounding the Chotika development site on 3 sides are acreages currently cultivated and utilized for raising hay and livestock. It is these characteristics specifically that attracted most of the homeowners in the area to invest where they did.

Goal 3G in the comprehensive plan cites the need to ensure that local land use policies do not adversely impact property values, and balancing the needs of the community with the private interests of individuals. As homeowners in the immediately adjacent subdivision, we are concerned that allowing the construction of homes on 8 consecutive lots (totaling 44,888 sqft as proposed) on slightly more than 1 acre of land on the east side of S Cassandra Place (lots numbered 1-8 on the Preliminary Platt), which abuts lots 11,000-13,000 sqft in size will detrimentally affect the desirability of the existing homes and negatively impact existing home values. These lots are too small, and too dense for anything but starter homes, or town house style homes.

Additionally, the cul-de-sac proposed as Cassandra Place, shows as having 7 lots surrounding and facing the cul-de-sac. During my survey of nearby and comparable subdivisions on the south side of Kuna, I couldn't find any other which features a cul-de-sac with 7 lots on it. 4 or 5 is typical, with 6 being the maximum. Nowhere are there 7. This again reflects too high of density for this area.

The comprehensive plan also includes the public comment and feedback gathered during its development. In the Public Input Summary Table on page 179 under the section titled "Land Use" the public specifically requested the city to, "Mix up the types of residential home and lots built – not as many starter homes", and also to "Utilize larger lots for new residential development". This sentiment is repeated on page 182 in the Land Use section where it states:

"Recurring themes related to land use include suggestions for mixed development, increased commercial development, and providing larger lots for residential development. Mixed development was mentioned numerous times as being a

Exhibit
E3

positive for the City of Kuna. However, some comments were opposing the mixed development of apartments and condos, especially those in close proximity to other residential communities that were concerned about home values being impacted. It was also continually stated that Kuna residents would like larger lots and larger homes, and to not just be viewed as a community made up of 'starter homes'."

This is reiterated on Page 192 in the Phase 2 outreach summary of themes, with "many respondents indicating a desire for the preservation and development of larger lot homes and subdivisions", and "new home developments have been too dense and lack stylistic diversity leaving neighborhoods without a sense of neighborhood character."

This is consistent with the objective 2.H.1 Ensuring that "Kuna is designed and built for individuals to age in place."

The residents of the Outpost subdivision have, for the most part, lived there since it was built in 2004-2005. Many have raised their families there, and some are now empty nesters. Some have purchased these homes to retire in. These homes have features like room in the back-yard for swing-sets or gardens. Some have built workshops in which to pursue hobbies. Others have small orchards, or raise backyard chickens. Most have room to park recreational vehicles on site. Most of the lots in the Chotika subdivision as currently proposed are not large enough for any of those features or amenities, and will not afford a growing family enough room or flexibility to age in place. We believe Chotika will be one more Kuna "starter home" neighborhood if allowed to proceed as presently configured.

As stated in our previous testimony several months ago, we welcome new neighbors and growth to Kuna. We do not oppose Mr. Veasy's development in principle. Diversity in home options in Kuna doesn't necessarily mean we need more apartments and small more affordable homes. Larger lots allow for larger residences and are more likely to be attractive to other demographics we would like to have consider Kuna as home – business owners, and professional people with growing families, retirees and empty-nesters who want a garden or a place to park their RV or build a shop, people who want a place to put down roots and stay for 20 years or more. These are the anchors of good, strong, and vibrant communities. This is what has made Kuna one of the best places to live in the Treasure Valley, and with the continued oversight and good planning by community minded people like yourselves, it will be far into the future.

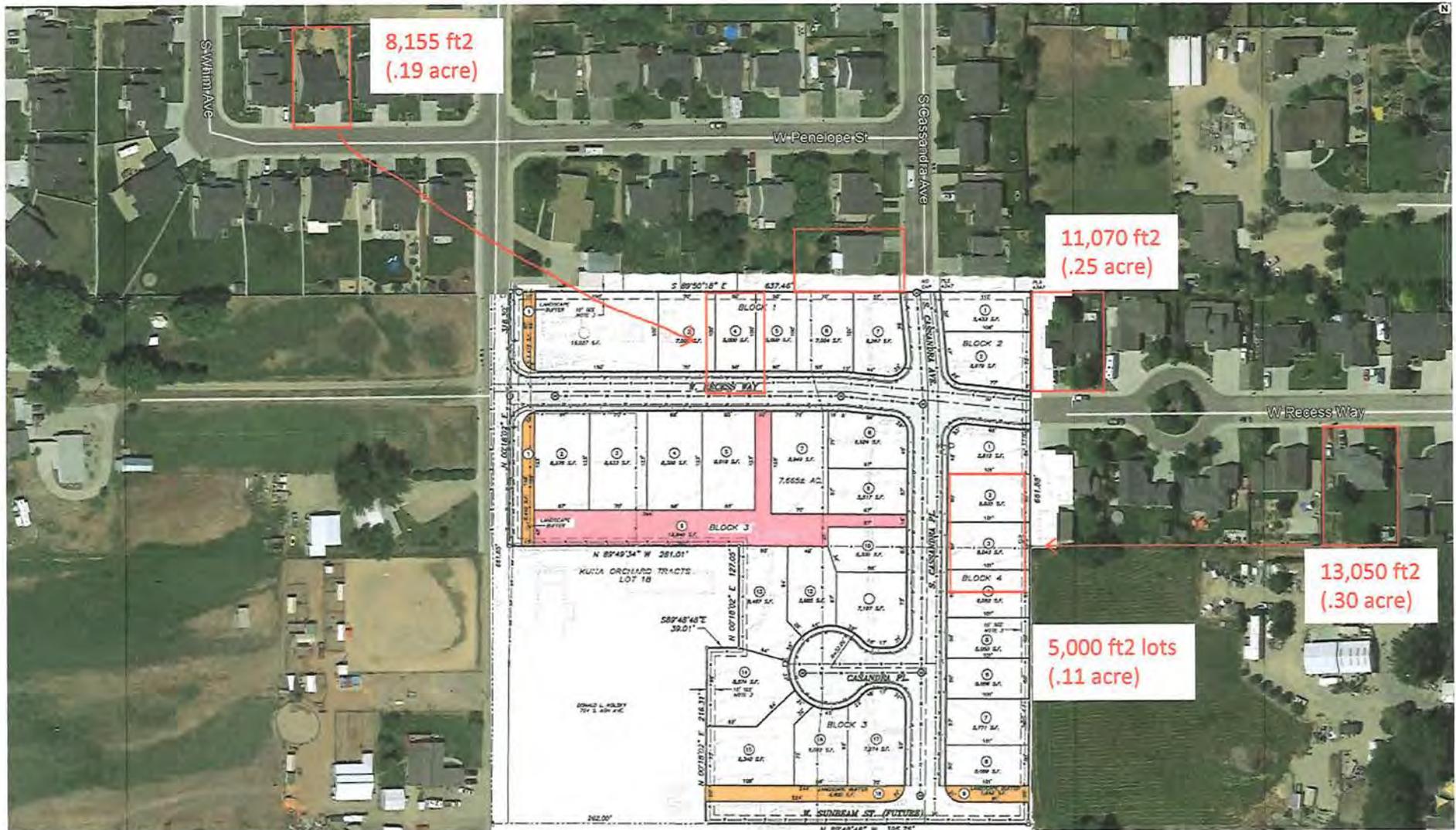
Thank you,



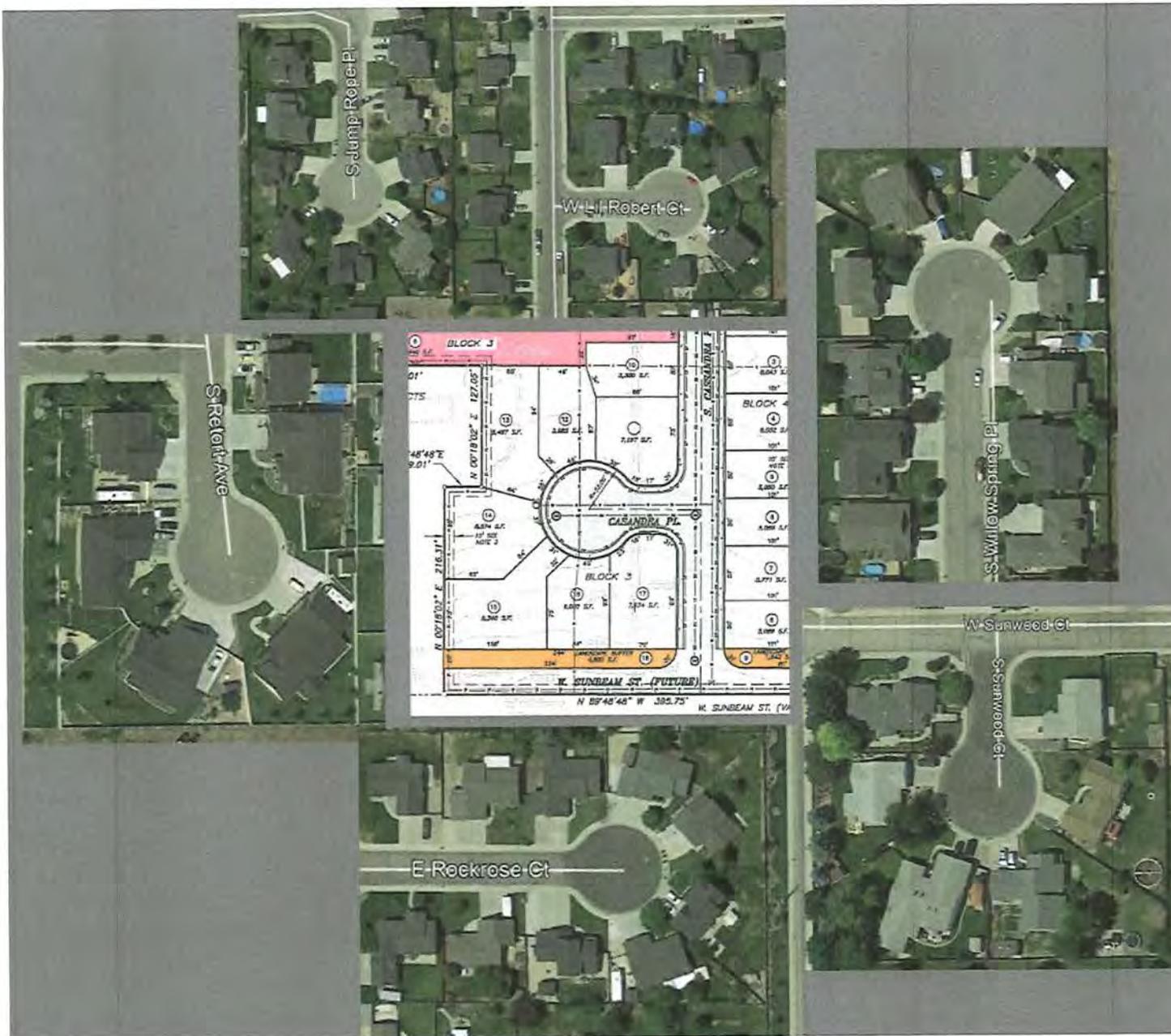
Bryce R. Baker
Representative, Outpost Homeowners Association

Comparison of neighboring lot sizes to proposed Chotika Subdivision Lots

(Red boxes show relative size)



Comparison of surrounding neighborhood Cul-de-Sacs to Chotika Subdivision



No other subdivisions in the surrounding area have more than 6 lots on a Cul-de-sac, but Chotika Subdivision is proposing 7

- S Jump Rope Pl
- S Retort Ave
- E Rockrose Ct
- S Sunwood Ct
- S Willow Spring Pl
- W Lil Robert Ct

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PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	N/A
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	Absent	Sam Weiger, Planner I	X
Commissioner John Laraway	X	Doug Hanson, Planner I	N/A

6:00 pm – COMMISSION MEETING

Chairman Young called the meeting to order at **6:00 pm**.

Call to Order and Roll Call

1. CONSENT AGENDA

Meeting Minutes for September 10, 2019.

Findings of Fact and Conclusions of Law for 19-24-DR (Design Review) & 19-10-SN (Sign)

Findings of Fact and Conclusions of Law for 19-08-AN (Annexation), 19-04-S (Preliminary Plat) & 19-19-DR (Design Review)

Findings of Fact and Conclusions of Law for 19-09-AN (Annexation)

Findings of Fact and Conclusions of Law for 19-02-ZC (Rezone)

Commissioner Gealy Motions to approve the consent agenda; Commissioner Laraway Seconds, all aye and motion carried 3-0.

2. NEW BUSINESS

19-25-DR (Design Review) & 19-13-SN (Sign) - The Wendy's Company requests approval of design review for an approximately 2,456 square-foot Wendy's restaurant including landscaping, lighting and a parking lot, within Ensign Subdivision No. 2, Lot 10 Block 1, at 871 North Meridian Road, Kuna, Idaho 83634.

Sam Weiger: Chairman, commissioners for the record Sam Weiger, Planner I for the City of Kuna 751 W 4th ST.

The Wendy's Company requests approval of design review for a new approximately 2,456 square-foot Wendy's restaurant, including landscaping, lighting and a parking lot, within Ensign subdivision No. 2, Lot 10 Block 1, at 871 North Meridian Road, Kuna, Idaho 83634. Staff has determined that this application complies with Title 5 of Kuna City Code; Idaho Code; the Comprehensive Plan and the Future Land Use Map. Staff forwards a recommendation of approval for Case Nos. 19-25-DR & 19-13-SN to the Planning and Zoning Commission. I will now stand for any questions you may have. **Dan Brubaker:** My name is Dan Brubaker, I'm out of Denver, Colorado, I'm the construction manager for this area. I really appreciate the opportunity to be in front of you and answer any questions you might have. Our site is the perfect spot, it is heavily landscaped with earth-tone colors like the rest of the buildings in the area. I'm looking forward to being here, and I can answer any questions. **C/Young:** I think the site is well landscaped, and the structure itself gives building relief, and different finishes. **C/Laraway:** It fits. **C/Hennis:** I see stores like this, and I think they've done a nice job with landscaping. I think they've put more than we're asking in there. **C/Young:** I don't think I have any issues with what's been presented. **C/Hennis:** The monument sign is low key, it's nice. I think it conforms really nicely.

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Commissioner Hennis motions to approve Case Nos. 19-25-DR and 19-13-SN with the conditions as outlined in the staff report; Commissioner Gealy seconds, all aye and motion carried 3-0.

18-33-DR-A (Design Review) & 18-17-SN-A (Sign) - On behalf of Toll Brothers (Coleman Homes), Apex Sign Company requests design review approval for two 5-ft tall (approximate) illuminated monument signs for Winfield Springs Subdivision. The subject sites are located at North Sailer Way, Kuna, ID 83634. (APNs: R9466230700 & R9466230020).

Sam Weiger: Chairman, commissioners, for the record Sam Weiger, Planner I, City of Kuna 751 W 4th St. The application before you this evening is for design review consideration for two monument signs for the Winfield Springs Subdivision entrance located near the intersection of Meridian and Deer Flat Road. The proposed signs stand approximately 5 and a half ft tall and 20 ft across at its widest point. The proposed sign copy area is 40 square feet for both signs. Staff has determined the design review application complies with Kuna City Code, title 5, and would recommend that if the proposed project is approved, the applicant be subject to the conditions of approval listed in the staff report and any additional conditions requested by the Planning and Zoning Commission. **Craig Lunsford:** Craig Lunsford, Apex Sign Company, PO Box 2002, Eagle, ID 83616. Just to clarify on the sign area, what we have before you is actually 36 square feet. That is the sign letters themselves. **C/Young:** The existing signs are getting relocated, correct? **Craig Lunsford:** Yes, so Toll Brothers typically has large entry signage. What they have now really fits well with phase five, and not two large entrance signs. I've done half a dozen subdivision signs for them, and they typically aren't flanked on both sides, and they are more horizontal from 15 to 30 feet. They asked me to revisit this, and the plan is to remove the two existing signs and reinstall them into phase five. **C/Hennis:** When you say this is illuminated, is it just back-lit? **Craig Lunsford:** It is internally illuminated. When you see the Sterling Ranch, it's inside and what you see that the letters are mounted out. There's a piece that we call plex, and so the lighting comes through those letters. It's a subtle illumination. **C/Hennis:** It's the insignia that's backlit? **Craig Lunsford:** It's illuminated to what we call a halo. It's kind of subtle and away from you, and it provides a little bit of a halo shape. If you can see the existing signs, it just looks pretty small with that big space. They wanted us to revisit it. **C/Young:** The stone matches what's there, it's just a little bit longer. The entrance is pretty big. **C/Hennis:** It's just a little more appropriate. **C/Young:** Regarding the backlighting on the insignia, that looks good at night.

Commissioner Hennis motions to approve Case Nos. 18-33-DR-A and 18-17-SN-A with the conditions as outlined in the staff report; Commissioner Laraway seconds, all aye and motion carried 3-0.

3. PUBLIC HEARING

19-03-AN (Annexation), 19-02-S (Preliminary Plat) & 19-09-DR (Design Review) – Don Veasey (owner) requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 38 total lots (33 buildable lots, 5 common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

Jace Hellman: Good Evening, Chairman and Commissioners, for the Record, Jace Hellman, Kuna Planning and Zoning Staff, 751 W 4th St, Kuna, ID 83634. The applications before you this evening are the annexation of approximately 7.67-acres into Kuna City Limits with an R-6 (medium Density Residential) zoning classification, and the subdivision of the 7.67-acre parcel into 33 buildable lots and five common lots including a 12,000 square foot common lot. Additionally, the applicant has submitted a design review application for the projects landscaping and open space. Following review, staff has determined the annexation, preliminary plat and design review requests are within compliance of the Kuna City Code, Idaho State Code and the Kuna Comprehensive Plan.

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As a reminder, the annexation and preliminary plat are before you as a recommendation to the City Council, and the Design Review is seeking your decision this evening. If the Commission approves the design review and recommends approval of the annexation/pre plat, Staff would recommend that the applicant be subject to the conditions of approval listed in section "I" of your staff report, as well as any other additional conditions, this decision-making body decides to impose. We did receive one late exhibit, which I have provided a copy for you this evening, and I will read into the record. Let the record show that comments from Cindy Giesen are noted as exhibit D7. Four paragraphs are pertaining to some posting questions with the project that staff is currently working on discussing with Ms. Giesen. We'll start at paragraph four. In particular, I am concerned about 1) the added traffic that a project like this will put on S. Ash and then onto Avalon; 2) the impact of having more homes on the south side of the train tracks which is always a fire/health/emergency rescue issue; 3) the school children's safety and school impact, each time another subdivision is approved; 4) the subdivision street lighting that recently seems to be getting more intense (>3000k) and is on from dusk to dawn, without sensors...; 5) and the impact of more 'white' vinyl fencing city requirements, which reflect even more of this street light into our 'rural,' dark skies. (Please Note: The 2 street lights in the new subdivision (no homes on it yet) on Ten Mile Rd between W. King and Avalon, look like an airplane runway or car with brights on, from my house acres away - due to the brightness of the lights, and it beaming on the white fences - and nobody lives there yet). This project appears to add 1.5x more trip-ends to the existing traffic on S. Ash. THAT IS A HUGE INCREASE FOR ONE PROJECT. South Ash is only wide where recent developments have been added. About 1/3 of S. Ash, nearest Avalon (N) is usually only wide enough for one-way traffic most the time, due to the fact that people park on the street (which they have probably been doing for the life of their homes, so shouldn't be forced to do otherwise). Most of South Ash is not a typical two-way street, it is a rural country road that doesn't even justify a dividing center line. I read there may be more exit/entries in the proposed subdivision, in the future, but we all know how that works out. A sign and rail fence is put up at a dead end road, but the road will not happen until someone decides to sell/develop their adjacent land. It can take years for another exit/entrance to open up, to alleviate the traffic impact. It's worth a study by P&Z to determine how often these promised roads actually happen. And how long did it take. Saying there may be another road in the future, is definitely not a justification for approval for the traffic problems the project generates today. Until there are more road connections, these promises are like promising you can flush a cow paddy down your toilet, without facing any consequences. There will be traffic flow consequences, without the proper infrastructure in place, before giving approval. Please consider my request to postpone the meeting so we can better understand and respond to what is being requested, now that documentation has been provide. Otherwise, please add my comments and concerns to your records for this Planning and Zoning hearing. After which time I can read your minutes and your responses to them, in preparation for the next City Council hearing on the project, if approved by P&Z. Additionally, I realized this morning that comments from the City Engineer were missing a page, so I have provided you with the full document as well, which is exhibit C-8 in your packet. With that, I will stand for any questions you may have. **C/Young:** We will take two-minutes. I do have a question about the City Engineer's report. It ties into the letter on the last page of the packet. In here, the engineer indicates to proceed with the preliminary plat. The letter indicated some concerns with pressurized irrigation, are there any pressure issues in that area? **Jace Hellman:** As far as the City Engineer reporting to the Planning and Zoning Department, there has been no assurance. However, we would be happy to provide documentation on that. As far as where they're at regarding capacity, it's a loop system. **C/Hennis:** How far is the sewer system to it. Is it connectable? **Jace Hellman:** There are some on Ash, and there's one on Cassandra. **C/Hennis:** The engineer doesn't state anything in here as to whether the capacity is the reason or not, though. **Jace Hellman:** Typically, what they would have to do is, once they get to their civil plan review, they'll need to go through and have all density and the QLPE and the serviceability on that. Again, we can reach out and have them provide some specifics on what that capacity looks like. **C/Hennis:** Isn't that kind of the cart before the horse, though? **Jace Hellman:** Yes. **C/Hennis:** I know this is clear on the other side of our sewer plant. The sewer plant is on the upper end of town. Is the old one on the south end of town still functioning? **Jace Hellman:** Yes. **C/Hennis:** Was it at capacity before? **Jace Hellman:** Prior, it was. I'm not too familiar with exactly how they release in

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capacity, but there has been some shifting capacity in that station. They were able to switch some stuff to the north treatment plant. **Crystal McDaniel:** I'm Crystal McDaniel, and I'm with Accurate Surveying & Mapping. We've submitted the application for our client, Don Veasey, who is the owner and developer of Chotika. I think Jace has pretty much covered a lot of what I was going to cover, but I'll repeat a few things. The subdivision does consist of 33 buildable lots for single-family homes. There are also five common lots, four are landscape buffers and one is usable open space that will be a shared space with grass and trees. We are requesting a zoning of R-6, which would be six dwellings per acre. The buildable lots range from 4,911 square feet to 15,500 square feet. As noted in the Planning and Zoning staff report, Kuna's Comprehensive Plan encourages a variety of housing types for all incomes. A variety of lot sizes encourages a variety of houses in Chotika Subdivision. To assist with connectivity and the flow of traffic, our plan is to extend Recess Way and Cassandra. That's the plat, which shows the extensions of Recess and Cassandra. Cassandra ties into West Sunbeam, which is a mid-mile collector street. This will help with the traffic. If you look at the recently approved projects within the vicinity, most of those approved subdivisions surrounding are R-6. The closest to our proposal is Deserthawk Subdivision, which is a total of 7.41 acres and 36 total lots, 33 residential lots and three common lots. Ardmore Subdivision is a little bit bigger, it's 9.68 acres with 32 total lots, 30 residential lots and two common lots with an R-6 zoning. For irrigation, the property is currently under Boise Kuna Irrigation, and after this it will be the Kuna Municipal Irrigation System (KMIS). KMIS will make assessments and determine how to provide the service. I'll stand for any questions. **C/Young:** It looks faded in the staff report, but for verification, the entries for the existing lot on the northwest corner, it sits on Ash, will be closed off and that one will have new access off of recess. **Crystal McDaniel:** Are you referring to block 1? **C/Young:** Yes. **Crystal McDaniel:** That will lose its driveway access. **C/Young:** On Ash, but it will have it from Recess. **C/Young:** The common lot no. 3, that common area, you've indicated trees and grass for that. Are there any other amenities for that? Tot lots or a gazebo, for example. **Crystal McDaniel:** No, it's primarily just an open park. **C/Gealy:** Can you explain the rationale for the location of the open space within the subdivision. **Crystal McDaniel:** Yes. The owner has a long-term lease tenant on the abutting lot, the one that has the existing house. Part of the agreement with that tenant was that there would be the common lot placed there. **C/Young:** I'll open the public testimony at 6:37. **Jim Russell:** Jim Russell, 781 S. School Ave. Our property adjoins this in the southeast corner. Future Sunbeam Road is my first concern, which does not exist yet. It belongs to a property owner as previously stated. My second concern is fencing. We have livestock, bulls, and horses that are in the south side of my property. I have a wired fence down to there, and we also burn ditches and pasture. You name it, it's probably going to blow across the street. Number four on my list is irrigation, and that's a real high concern of mine. They put in Brandywine, and they eliminated some ditch work that went to my property, and we had to give the City a right-of-way down through my property. As it stands right at moment, the irrigation comes right down through the middle of this cul-de-sac. There's an irrigation box right there in that yellow area. At present, we use that ditch that comes a half-mile down and it flushes all the way down the property through this subdivision at the moment. I don't know how it ever flushed that line once the ditch disappears. We would need at least a ten-foot right of way to maintain that ditch in that irrigation box. Everything within this property is not the City of Kuna water, it's Boise Kuna Irrigation District. It's also affected water that comes down south and through this property. I just want a little more clarification on how they are going to handle this. Noise restrictions is another big item of mine, hydraulic hammers and dust control. Of course, the traffic situation, which I'll leave to the Bakers here, you've got a small subdivision going through Locust Grove, so whoever gets the traffic light first, whether it be Ash Street or School Street, that's the way the traffic is going. **Bryce Baker:** Mr. Chairman, Commissioners, Bryce Baker, I reside at 975 West Recess Way in Kuna. I am representing a group of homeowners. I do have a submittal, and I would like to pass out a late submission. It also includes a letter that summarizes some of our concerns. As homeowners of the Outpost Subdivision, were not anti-growth, and we're not opposed to the subdivision. We are, however, opposed to the subdivision to that is coming before you, with a proposed R-6 zoning. While it meets the intent of the number of people per acre, when you actually look at those lots, particularly the ones that are facing recess way, they are 50 feet wide or thereabouts, which is pretty narrow. If you flip back a couple of pages, just for context, I've drawn some things to scale here to help you visualize what we're talking about. My home on Recess

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Way is one of the smaller homes in the subdivision. **C/Young:** This is now Exhibit D8, for the record. **Bryce Baker:** My home has one of the smaller footprints in the subdivision. I've drawn to scale what my home looks like on this present lot in Recess Way in the Outpost Subdivision. How would fit on a typical lot in the Chotika Subdivision that's 50 feet wide. At best, the dimensions of the lots that are being proposed would severely limit potential architecture for the types of homes that are put on these lots. I've also included some photographs, these are just on Google Earth. I've just selected a couple typical homes in the Outpost Subdivision, Brandywine, and Placerville. The current lots are outlined in blue, and the proposed typical Chotika lot is outlined in red. You can see how that compares with existing homes in lots that are adjacent to this subdivision. None of these smaller homes, including a small 1400 square-foot home in the middle of the Brandywine Subdivision that I've got outlined there, that would fit on this 50-foot-wide lot. That limits the type of homes in size to probably 1100 to 1200 square-foot homes for the most part. I think I'm allowed 10 minutes, because I represent a group, correct? **C/Young:** There are rules for that, you have to submit a list of people you represent at a time and have it issued prior to the hearing. **Bryce Baker:** I apologize, I didn't understand that rule and procedure. The rest of our comments and concerns are outlined in the letter that I submitted to you. I'd appreciate if you take a moment to review those exhibits and images. **Eddie Moreno:** Eddie Moreno, 1041 W Recess Way, Kuna, Idaho. I live in the Outpost Subdivision, and I've been living there since it was built originally. Our builder, Mick, is a long-time resident, who envisioned the south side of Kuna, which back in 2005 when he was building it, hoped that it would blend with the agricultural feel that it is in the south side. Understanding that on the north side, growth will happen. We lived on the north side before and moved to the south side for the agricultural aspect of it. Looking at the design of the subdivision, I question why so many homes are in such a small area. In my opinion, an R-4 designation would be more appropriate for the area. Not only that, all those homes added and a couple more people on Recess Way wouldn't be good. I work in the government sector, so I know about public safety. I see issues on Recess regarding vehicle speed, and it is what it is. It comes with growth. Regarding Ash, I've driven by Ash. To me, it's not all fully developed to what School Road and Recess Way is. In my opinion, if the subdivision gets approved, I think there should be a lot more improvement to Ash, so it can meet the demands of the population moving in there. Regarding issues of public safety, there was an accident on School Road. I ask you to revisit this plan to be more in tune with what we have in the south side. **Jerry Flare:** 1022 W Recess Way. I agree with the rest of the group that R-4 would be more appropriate. Regarding the subdivision, when you add onto Recess Way, I'm concerned about traffic. I'm also concerned about the lack of sidewalks going up and down Ash. Right there at the end, kids ride their bikes down the street to get onto Avalon. You've got everything on Ten Mile. Wherever we've developed, we've put sidewalks in. To be responsible you need to include sidewalks. One other thing is emergency services. It does concern me to keep adding here. **Crystal McDaniel:** We're using vinyl fence, but are there any other options we would have? **C/Hennis:** Rod iron is also acceptable. **Crystal McDaniel:** As far as irrigation goes, the Boise Project Board of Control gave their feedback as far as irrigation is concerned. There is a requirement that both irrigation and drainage ditches crossing this property in order to serve neighboring properties must remain unobstructed and protected by appropriate easements to address the irrigation concerns and continued access to it. As far as what kind of houses go in, I don't know which houses will go in, that's the next phase. One of the things that I read in the Kuna Comprehensive Plan. The trends section of the Plan says that Kuna continues to grow. 54,000 is the projected population by 2040. Kuna is shifting from agricultural product to government and service sectors. Kuna has the potential to become a thriving community with more local jobs. There is a growing demand for housing in Kuna. This may be partially driven by younger families and professionals seeking out less expensive housing options. This subdivision will maybe provide some housing for those seeking to move there. **C/Young:** I'll close the public testimony at 6:55. That brings up our discussion. Has our fire department has had a chance to reviewed the preliminary plat. **Jace Hellman:** The fire department was sent the entire packet that was submitted to staff. They did not provide on-paper comments. They were a part of the pre-application meeting. They had no comments as far as access. Their only comments were location of fire hydrants and making those accessible. **C/Hennis:** Mr. Russell indicated that the Sunbeam extension was on other property owner's property. Is there an easement there already for the street, or how will that work with what he indicated? **Jace Hellman:** There is no easement on the

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property so far. The right-of-way that they'll be dedicating for that portion of Sunbeam will come from their property as far as their half of the road to construct. It will go into a road trust as ACHD is requiring, because as it sits right now, there is no place for it to develop it because the properties around it are undeveloped. There would just be a half of a road section going to nowhere on each side. ACHD has required them to dedicate that right-of-way, which is on their property, for the road trust, which is highlighted at the bottom in that orange. That's the buffer and then below that would be the road section of the right-of-way that they'd be dedicating. **C/Hennis:** I'm concerned about having this many lots in that little area. These are very narrow-fronted lots stubbed with four flag lots. I don't know if I'm concerned as much with traffic, because I think it will access the other way. Ash Street obviously has an issue. It's a small street. I'm also concerned with law enforcement services. We don't have anything on record that they're looking to have substations. They have them on the east side of Kuna, but a lack on the south side. I'm concerned with that. The pressurized irrigation is obviously an issue. Without the sewer hookup, it may not be as big of an issue. We don't know that for sure. **C/Young:** I think the pressure irrigation is alright. For the other subdivisions, they were talking about lift station issues? **C/Hennis:** No, they were talking about the pressurized irrigation, but they irrigate between 3 AM and 8 AM. There was a noticeable performance drop when the systems are in use. **C/Laraway:** A couple weeks ago we had the same scenario, where we had agricultural backing up against the subdivision. A chain-link fence was talked about, I think. We can make a recommendation on that to see what can be done to separate livestock. **C/Young:** A condition to work with the neighbors on a situation to help stabilize and prevent the agricultural interest. **C/Laraway:** This is the first subdivision I've seen that's had so many ingress and egress entrance points. I realize ACHD makes all these trees line up, and we have to have access to them. The lot design is a little bizarre. I don't know if it's designed that way for a reason. That's my personal taste, obviously. They have those long entry points, and I have a question for staff to verify that the fire department is fine with those long driveways going into those back areas. They don't like backing up. **Jace Hellman:** The maximum they're allowed to have is 150 feet, and those driveways are 110. **C/Hennis:** There's five flagpole lots. They're maximizing the amount of lots in there, and I don't know if that's appropriate. **C/Laraway:** I don't know if pushing this to an R-4 would alleviate the flagpole lots. With all those access points, it looks like 50 percent of the traffic is going to go out on School, and the other 50 percent will go out on Ash. Again, we can't stop the access points, that's ACHD. **C/Young:** One nice thing about the existing section of Recess is that there is a roundabout in there to potentially help with that. **C/Young:** Another point up for consideration are the lack of amenities in the common area. **C/Laraway:** Since you've been on Recess, going back to what I was talking about, isn't that roundabout one lane? **C/Young:** Yes, but it still functions as a two-way. **C/Gealy:** Two of my key points are transitional lots and amenities for the people that will live there. It appears that there is a very nice transition for the existing tenant in the home that's there. It appears that there is very little consideration for transitions to many of the surrounding property owners. There is very little consideration for amenities for the people potentially living in this community. When I found myself looking at this plan and asking, is this the best we can do? Surely, we can be more creative. If a promise has been made to the existing tenant to have open space beside them, that's fine. There's no reason why we can't increase the amount of open space that's available to other people living in the neighborhood, and perhaps consider a reconfiguration with additional open space. We don't want to have these flagpole lots, very narrow lots. I understand you really can't predict what size of house is going to go onto a lot, but it's going to be affected somewhat by the size of the lot. I always want to look at transitional lots, transitional lots from existing to proposed. Also, I look at lots within the subdivision. I want to be sure we consider amenities. Is this the best we can do with this piece of property? I think there's a lot more potential than what I see here. I go back to the Comprehensive Plan. We want Kuna to be a desirable place to live. Is this proposed subdivision increasing the desirability of Kuna as a place to live? Or, is this subdivision just increasing the number of houses in Kuna? I think that's two different things. **C/Young:** Would the applicant consider an R-4 designation instead of R-6? **Crystal McDaniel:** That's not something that I can answer at this time, I'd need to have a discussion first. **C/Laraway:** This is not the optimal design. **C/Hennis:** The main is that this doesn't coordinate with the areas around it. We're maximizing the amount that go in here at this point, and it doesn't jive with the properties to the south. I have issues stuffing that many homes in this area, because of safety

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services on that side of town. Obviously, we already have issues with irrigation. An R-4 would definitely be something that I think could be accomplished a little bit easier. I just think it's a little more appropriate. It still doesn't buffer the southwest, but it's a start. **C/Young:** We have several options. We can table this and have them come back with a little different layout and have that discussion at that time. We can recommend denial, or recommend approval with conditions to potentially recommend to Council. **C/Laraway:** I'm looking at the technicalities of the area around it. The flagpole lots are a concern. **C/Young:** I think they should come back with a little different configuration. Items we would be looking for are fewer flag lots. Another thing would be adding more amenities in common areas. The fencing along the agricultural uses north of the subdivision would be another. **C/Laraway:** The subdivision to the east is R-4, and the subdivision to the north is R-4. **C/Hennis:** There are even R-2's close. **C/Young:** Is there a thought to having them come back with a different layout we can review? Or will we condition approval with an R-4? **C/Hennis:** We could table it, so we can see what comes back and not just kick it to City Council and let them deal with it. We're interested in how this lays out, figuratively and literally. **Wendy Howell:** Regarding kicking it to City Council, if there's a significant change, as to what was presented to you, it would have to be re-noticed at your level. **C/Hennis:** This would be a more efficient use of the applicant's time if we just tabled it? **C/Young:** It would save Council's time too. **C/Hennis:** I would prefer that. **C/Gealy:** I would like to see further consideration of the open space and amenities in consideration of the people that will be living in the subdivision. I understand they put that lot up there because of an agreement with the existing tenant. I'm more concerned actually about the people that will be living there. I am not by any means an architect. I wonder if you couldn't envision scenarios for some of these homes where there is open space that they could all use, versus that common lot. **C/Hennis:** You're talking about the flagpole lots, correct? **C/Gealy:** Yes. **C/Young:** We'll include amenities, additional fencing for separation between the two. **C/Gealy:** Do we want to configure to an R-4? **C/Young:** I don't know if we can do that at this point, we'll see what they come back with. We can suggest that type of density. **Wendy Howell:** If you're going to recommend that, in order for them to make the changes, I'll have it back to staff by October 1, which is next Tuesday, and I don't know if that's possible to make it in that time frame. We will have to review it, and get it back out to packets for you. The conversation is whether October 8 or October 22 would be more appropriate. That need's to be worked out with the applicant's representative. **C/Young:** I know it takes time for them to reconfigure things. I have another question for the applicant. Could we table this to a certain time? Is there a time frame that you would need to try and make revisions? **C/Hennis:** The main question is, at that point, the next available meeting would be the 8th of October. The following meeting would be more preferred. How quickly would you get on that?

Commissioner Hennis motions to table Case Nos. 19-03-AN and 19-02-S and 19-09-DR until the meeting on October 22nd to give the applicant time to address adding amenities in the open space and possibly redesigning the open space for its usage, preferably to see a new layout of the plat, or possibly an R-4 density to remove some of the flagpole lots and widen some areas, and also to address the fencing to separate the subdivision and the property owner to the east with livestock containment; Commissioner Laraway seconds, all aye and motion carried 3-0.

C/Gealy: I have a question for staff, did we have a landscape plan? **Jace Hellman:** Exhibit B2 in your packet. **C/Gealy:** Have we tabled the preliminary plats, annexation and design review? **C/Hennis:** Yes, I think they're all kind of intertwined enough, just one thing will affect all three.

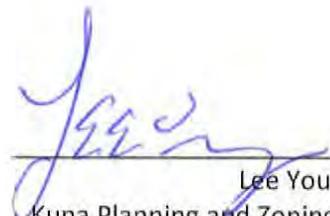
4. COMMISSION REPORTS

5. ADJOURNMENT

Commissioner Gealy motions to adjourn; Commissioner Laraway Seconds, all aye and motion carried 3-0.

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, September 24, 2019**



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:


Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, October 22, 2019**

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	N/A
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	X	Sam Weiger, Planner I	N/A
Commissioner John Laraway	X	Doug Hanson, Planner I	X

6:00 pm – COMMISSION MEETING

Chairman Young called the meeting to order at **6:00 pm**.

Call to Order and Roll Call

1. CONSENT AGENDA

Meeting Minutes for October 8, 2019.

Findings of Fact and Conclusions of Law for 19-26-DR (Design Review) & 19-11-SN (Sign)

Commissioner Hennis motions to approve the consent agenda; Commissioner Damron seconds, all aye and motion carried 4-0.

2. PUBLIC HEARING

19-03-AN (Annexation), 19-02-S (Preliminary Plat) & 19-09-DR (Design Review) – Chotika Subdivision; Don Veasey (owner) requests to annex two parcels consisting of approximately 7.67 acres into Kuna City Limits with an R-6 (Medium Density Residential) zone and to subdivide the 7.67 acres into 38 total lots (33 buildable lots, 5 common lots). The subject sites are located at 642 S. Ash St. and S. Ash St., Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APNs: R5070503050 and R5070502835).

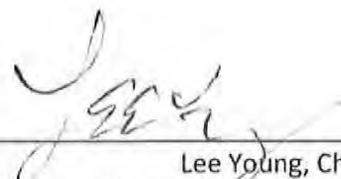
Commissioner Gealy motions to table Case No. 19-07-ZC (Rezone), 19-03-S (Preliminary Plat) & 19-14-DR (Design Review); Commissioner Hennis seconds, all aye and motion carried 4-0.

19-07-ZC (Rezone), 19-03-S (Preliminary Plat) & 19-14-DR (Design Review) – Robinhood Subdivision; The applicant, JUB Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approx. 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s S1422212410; S1422212000; S1422233700).

Troy Behunin: Good evening Commissioners, for the record Troy Behunin, Planner III, Kuna Planning and Zoning Staff, 751 W. 4th St., Kuna ID 83634. The applications before you tonight Case No.19-07-ZC (Rezone), 19-03-S (Preliminary Plat) are presented for your vote to recommend approval, conditional approval or denial to the City Council. Application 19-14-DR (Design Review) is before you tonight for your decision. The project is located near the northeast corner of Cloverdale and Kuna Roads. This project is approximately 37.61 acres in size. The applicant is seeking a rezone for the portion of area that is going to make up the Robin Hood Subdivision approximately 25.08 acres, which is already zoned R-12, high density residential. The applicant seeks to change that from R-12 to R-6, medium density residential for the subdivision. As this is a small portion of the entire Falcon Crest PUD Master Plan Project, it was approved as a mixed-use general designation. Staff reviews the request to be consistent with the

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, October 22, 2019**



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:



Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department



Council Chambers | 751 W 4th Street, Kuna, Idaho 83634 | 6:00 PM



KUNA PLANNING & ZONING COMMISSION MINUTES

Tuesday, December 10, 2019

Open to the Public

1. CALL TO ORDER AND ROLL CALL

- | | |
|---|--|
| COMMISSIONERS: | CITY STAFF PRESENT: |
| Chairman Lee Young | Wendy Howell, Planning and Zoning Director |
| Vice Chairman Dana Hennis - <i>Absent</i> | Doug Hanson, Planner I |
| Commissioner Cathy Gealy | Jace Hellman, Planner II |
| Commissioner Stephen Damron | |
| Commissioner John Laraway - <i>Absent</i> | |

2. CONSENT AGENDA: *All Listed Consent Agenda Items are Action Items*

- A. Planning and Zoning Commission Meeting Minutes**
 - I. Regular Planning and Zoning Commission Minutes, November 26, 2019
- B. Findings of Fact and Conclusions of Law**
 - I. Consideration to approve Case No. 19-28-DR (Design Review) for Ashton Estates Commercial Shell

Commissioner Stephen Damron moved to approve the consent agenda. Seconded by Commissioner Cathy Gealy. Approved by the following roll call vote:
Voting Aye: Chairman Lee Young, Commissioner Stephen Damron, Commissioner Cathy Gealy.
Voting No: None
Absent: 2
Motion carried: 3-2-0

3. PUBLIC HEARING:

- A. Case No. 19-03-AN (Annexation), 19-02-S (Preliminary Plat) & 19-09-DR (Design Review) Chotika Subdivision – Continued from October 22, 2019**
ACTION ITEM

Chairman Young: Staff has requested that we table this to January 14, 2020 as a revised plat has not been submitted.

Commissioner Cathy Gealy moved to table 19-03-AN, 19-02-S and 19-09-DR to January 14, 2020. Seconded by Commissioner Stephen Damron. Motion carried 3-2-0.

**B. Case No. 19-05-ZC (Rezone), 19-04-SUP (Special Use Permit) 763 W Avalon
ACTION ITEM**

Chairman Young: Staff has requested that we table this item to January 14, 2020 due to a noticing violation.

Doug Hanson, Planner I: Staff now requests that we table that item until January 28th.

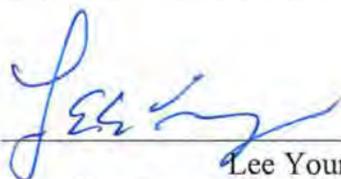
Chairman Young: Ok.

Commissioner Cathy Gealy moved to table 19-05-ZC and 19-04-SUP to January 28, 2020. Seconded by Commissioner Stephen Damron. Motion carried 3-2-0.

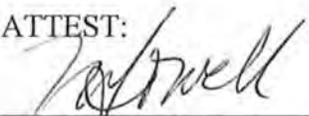
4. ADJOURNMENT: 6:02 PM

Chairman Young: I don't see anything else on the agenda.

Commissioner Stephen Damron moved to adjourn. Seconded by Commissioner Cathy Gealy. Motion carried 3-2-0.



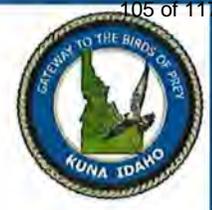
Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:


Wendy Howell, Planning and Zoning Director
Kuna Planning and Zoning Department



Council Chambers | 751 W 4th Street, Kuna, Idaho 83634 | 6:00 PM



KUNA PLANNING & ZONING COMMISSION MINUTES

Tuesday, January 14, 2020

Open to the Public

1. CALL TO ORDER AND ROLL CALL

COMMISSIONERS:

- Chairman Lee Young
- Vice Chairman Dana Hennis
- Commissioner Cathy Gealy
- Commissioner Stephen Damron
- Commissioner John Laraway

CITY STAFF PRESENT:

- Doug Hanson, Planner I
- Jace Hellman, Planner II
- Jessica Reid, Customer Service Specialist
- Marc Bybee, Assistant City Attorney
- Troy Behunin, Senior Planner
- Wendy Howell, Planning and Zoning Director

2. CONSENT AGENDA: *All Listed Consent Agenda Items are Action Items*

A. Planning and Zoning Commission Meeting Minutes

- 1. Regular Planning and Zoning Commission Minutes, November 26, 2019

B. Findings of Fact and Conclusions of Law

- 1. Consideration to approve Case No. 19-28-DR (Design Review) for Ashton Estates Commercial Shell

Commissioner Cathy Gealy moved to approve the consent agenda. Seconded by Commissioner David Hennis. Approved by the following roll call vote:

Voting Aye: Chairman Lee Young, Commissioner Dana Hennis, Commissioner Cathy Gealy, Commissioner Stephen Damron and Commissioner John Laraway.

Voting No: None

Absent: 0

Motion carried: 5-0-0

3. PUBLIC HEARING:

A. Case No. 19-03-AN (Annexation), 19-02-S (Preliminary Plat) & 19-09-DR (Design Review) Chotika Subdivision – Continued from October 22, 2019 **ACTION ITEM**

Chairman Young: Next up under Public Hearing we have 19-03-AN, 19-02-S, 19-09-DR Design Review for...I still don't know...I'm sorry I never say that correctly...subdivision. So, let's have staff come on up.

Jace Hellman: Alright, uh, good evening Chairman and Commissioners, for the record, Jace Hellman, Kuna Planning and Zoning Staff, 751 W 4th Street, Kuna, Idaho, 83634. Uh, the application for this evening is a continuation from September 24, 2019. Uh, the applicant is requesting to annex approximately 7.67 acres into Kuna City

Limits with an R-6 Medium Density Residential zoning classification, uh, and then subdivide that 7.67 acres into 31 buildable lots and 5 common lots at a net density of 5.09. Uh, the previous net density on their last proposal was 5.8. Additionally, the applicant has submitted a Design Review Application for the projects landscaping and open space. Uh, the applicant's new proposal indicates a 5.9% will be used as useable open space, that's not including buffers, uh, at the previously proposed 3.5%. Uh, following staffs review, staffs determined the Annexation, Preliminary Plat and Design request are within compliance and do meet the requirements of Idaho State Code, Kuna City Code and the Kuna Comprehensive Plan. Um, as a reminder the Annexation and the Preliminary Plat are before you as a recommendation to City Council and the Design Review is seeking your decision this evening. Um, if the Commission would approve the Design Review and recommend approval of the Annexation and Pre Plat, staff would recommend that the applicant be subject to the conditions of approval listed in section I of your staff report as well as any other additional conditions, um, this decision making body decides to impose. Uh one last note, in your packet, and I do apologize as it is a large packet, um, there is a request from the Outpost Subdivision HOA to consolidate their time into one (1) ten (10) minute testimony; uh, there is a letter with names and signatures of those represented included for you as well. And I will stand for any questions you may have.

Chairman Young: Are there any questions for staff?

Commissioner Stephen Damron: Not at this time.

Commissioner John Laraway: Not at this time.

Commissioner Cathy Gealy: I have no questions at this time.

Commissioner Dana Hennis: No.

Chairman Young: Ok. Then we'll have the applicant please come forward and please state your name and address for the record.

Crystal McDaniel: Good evening, I'm Crystal McDaniel and I'm with Accurate Surveying and Mapping and I'm the planner on the project. I'm do...can we get a...bring up the Plat so that I can kind of reference it? (Microphone was moved closer to speaker) Do I need to start over?

Commissioner Hennis: Uh, at least state your name and address for the record.

Crystal McDaniel: Ok, yes. This is Crystal McDaniel with Accurate Surveying and Mapping and our address is...wow, I didn't expect to give the address. Let me look that up. (Long pause while applicant tried to find address) I'm going to have to get back to you on that address, we are in Boise, Idaho though. I believe it is 1602 Hay Street.

Commissioner Gealy: Subject to check. (Laughter)

Crystal McDaniel: Yes, subject to check. And suite 306. Yup, ok, I will just bear without it. Thank you for your patience, it is 1602 W. Hay Street, Suite 306. Ok, as you can see, we have made some changes uh based on uh what we had before. We took um the comments from the previous hearing. Uh we now have useable common space as a walkway; on the Plat it is not as clear to see but there is a pathway that runs most of uh across the subdivision and links into uh Recess Way and there is landscaping as well as benches. And it is more centrally located than the previous usable space. There are fewer flag lots and as Jace mentioned we do have fewer buildable lots as well as uh we have been in discussion with the Russell's and um trying to figure out what we can do to make things easier for them as the subdivision goes in. And I'll stand for any questions.

Chairman Young: Questions for the applicant at this time?

Commissioner Gealy: I have no questions at this time.

Commissioner Hennis: No not yet, thank you.

Chairman Young: Ok, we'll go ahead and open up the public testimony at 6:08 and um as staff had mentioned um the subdivision does have a representative here that is going to come up and speak. So please uh come forward and state your name and address and as staff mentioned you have an expanded ten (10) minutes to um give us.

Bryce Baker: Thank you Mr. Chairman, Commissioners. My name is Bryce Baker, 975 W. Recess Way, in Kuna, Idaho, 83634. During the last public meeting regarding the proposed Chotika Subdivision you heard testimony from the Outpost Homeowners Association which is one of the neighborhoods impacted by this development. That testimony expressed concerns by existing homeowners and neighbors as to the proposed lot sizes and density of the Chotika Subdivision. Safety concerns were also expressed about the increase in traffic; a decision by this body at that meeting was to ask the developer to reconfigure their proposal to be consistent with an R-4 density which is more appropriate and typical of the existing subdivisions to which Chotika immediately adjoins. This newest submission does improve lot sizes of a few of the lots on the south side of W. Recess Way but leaves most of the lots on the north and east sides still much smaller than what would allow for homes to be built consistent in size and character with the existing homes. The revised Plat does not reflect the character or in fact this council's direction to redesign and resubmit to an R-4 density. The Envision Kuna City of Kuna Comprehensive Plan published July 19, 2019, in Section 3.A.2.C states as a matter of policy, quote "Develop flexible design standards to encourage infill that preserves valued characteristics of surrounding area and promotes compatible uses", close quote. One of the valued characteristics of this south area of town is the less dense and more rural location and feel surrounding the Chotika subdivision on 3 sides or partially 3 sides, are acreages currently cultivated and utilized for raising hay and livestock; it is these characteristics specifically that

attracted most of the homeowners in the area to invest where they did. Goal 3G in the Comprehensive Plan sites the need to ensure that local land use policies do not adversely impact property values and balancing the needs of the community with the private interest of individuals as homeowners in the immediately adjacent subdivision. We are concerned that allowing the construction of homes uh on the uh east side of Cassandra Place, there are 8 consecutive lots um that take up slightly more than one acre of land uh totaling about 44,000 square feet, that's in Block 4, and that immediately abuts home lots that are between 11,000 and 13,000 square feet in size. We believe that will detrimentally affect the desirability of the existing homes and negatively impact the existing home values. These lots are too small and too dense for anything but starter homes or townhouse style homes. I have included in your packets some exhibits to provide some context and scale in pairing the proposed lots in Chotika to the existing neighborhood subdivisions and would draw your attention to Exhibit E3 in your packet to view them. Also, as a point of reference, the room in which we are now occupying is about um just over 2,000 square feet; some of these lots are proposed at just over 5,000 square feet which is a little more than twice the size of the very room we are seated in. Additionally, the cul-de-sac proposed as Cassandra Place shows as having seven lots surrounding and facing the cul-de-sac. During my survey of nearby and comparable subdivisions on the south side of Kuna, I couldn't find any other which features a cul-de-sac with seven lots on it; four and five is typical with six being the maximum. Nowhere could I find seven; this again reflects too high of density of this area. I have also included in Exhibit E3 to illustrate this comparison. The Comprehensive Plan also includes public comment and feedback gathered during its development in multiple sections including the Public Input Summary table on page 179 under the section titled "Land Use", the public specifically requested the city to mix up the types of residential home and lots built, not as many starter homes and to quote, "utilize larger lots for new residential development", close quote. This sentiment is repeated on page 182 in the Land Use section and again on page 192 in the Phase 2 Outreach Summary of Themes where it states quote, "it was also continually stated that Kuna residents would like larger lots and larger homes and to not just be viewed as a community made up of starter homes and new home developments have been too dense and lack stylistic diversity leaving neighborhoods without a sense of neighborhood character", close quote. This is also consistent with objective 2.H.1 ensuring that quote, "Kuna is designed and built for individuals to age-in-place". The residents of the Outpost Subdivision have for the most part lived there since it was built in 2004 and 2005; many have raised their families there and some are now empty nesters, some have purchased these homes to retire in. These homes have features like room in the back yard for swing sets or gardens. Some have built workshops in which to pursue hobbies, others have small orchards or raise backyard chickens. Most have room to park recreational vehicles onsite; most of the lots in the Chotika Subdivision as currently proposed are not large enough for any of those features or amenities and will not afford a growing family enough room or flexibility to age-in-place. We believe that Chotika will be one more Kuna starter home neighborhood if allowed to proceed as presently configured. Expanding somewhat on the concerns about traffic and safety, I would like to add that in the ACHD Review submitted in your packet as Exhibit C7, section B titled "Traffic

Findings for Consideration”, ACHD points out that this development is estimated to generate 312 additional vehicle trips per day and 33 additional vehicle trips per hour in the PM peak hours. It also notes that School Avenue which is classified as a Collector as N/A, not applicable, under the PM traffic hour traffic count as well the hour level of service indicated that there is no data available to submit for your consideration. There is currently no plan that I know of on the books for the development of Sunbeam between Ash and School streets thereby guaranteeing that for the foreseeable future 100% of the traffic generated by this new subdivision will exit to either Ash Street which is potentially problematic because it is narrow, poorly lit and lacks curb, gutter and sidewalk for much of its length and terminates at Kuna Road which has poor visibility to the west and traffic during peak hours with more traffic coming as more developments to the west of town are completed. S. Ash was the subject of a September 4, 2019 Kuna Melba News article in which it was reported that in two recent studies by the Ada County Highway District that half of the drivers using that road drive over the speed limit; one of those studies lists the hourly use on South Ash to be 67 cars per hour or just over one per minute. The study reported that 68% of cars traveling S. Ash traveled over the speed limit and 28% were 10 miles an hour or more over the speed limit. So Ash Street doesn't seem like the best place to add another 312 vehicle trips per day to me but the other option for traffic exiting the subdivision will be through the Brandywine or Outpost subdivisions adjacent to the north and east of Chotika in order to access S. School Avenue. Those 312 additional vehicle trips per day are going to go somewhere and sending them through existing subdivisions as their most convenient or practical route to access the larger and more capable School Street is a potential safety hazard to existing homeowners with children in these neighborhoods as well as detrimentally impacting what the Comprehensive Plan terms as a valued characteristic of these subdivisions, which is low traffic. As stated in our previous testimony several months ago we welcome new neighbors and growth to Kuna, we do not oppose Mr. Veasey's development in principle but diversity of home options in Kuna doesn't necessarily mean we need all new developments to be apartments and smaller homes. Larger lots allow for larger residences and are more likely to be attractive to other demographics we would like to have consider Kuna as home. Business owners and professional people with growing families, retirees and empty nesters who want a garden or a place to park their RV or build a shop, people who want to put down roots and stay for 20 years or more; these are the anchors of good strong and vibrant communities and this is what made Kuna one of the best places to live in the Treasure Valley. And with continued oversight and good planning by community minded people like yourselves it will be far into the future. The Kuna residents that I am representing this evening are asking this commission to: 1. Deny or restrict further infill development in the area between S. School Avenue and S. Ash Street until Sunbeam can be completed between Ash and School in order to safely route the additional traffic where it should be and not through the Outpost and Brandywine Subdivisions or until Ash can be improved to make it safer to handle the traffic as a primary route. 2. In order to approve Chotika specifically, require the redesign of the layout to be more in line with immediately adjoining neighborhoods to preserve the valued characteristics of those subdivisions by making the lots larger and reducing the density thereby preserving the rural feel of the area allowing for larger

homes for growing families to age-in-place and reduce the traffic impact on the area. Thank you.

Chairman Young: Ok, thank you very much. Ask if there is anybody that was not listed on this letter or outside this subdivision that did not sign in who would like to testify? Ok, seeing none then we'll go ahead and have the applicant come forward and uh respond to uh some of their comments.

Jace Hellman: We have someone raising their hand to comment over there.

Chairman Young: Oh

Woman from Audience: You said that did not sign in then you said and who wants to testify...inaudible...so are you just saying people in this subdivision who did not sign in?

Chairman Young: Uh, if he was representing you then you're ok, I was thinking if there was someone outside the subdivision or who had not signed in. So, so your...

Woman from Audience: Outside of the subdivision.

Chairman Young: Ok, then, then you would like to testify? Ok um Jace, could you have her sign?

Jace Hellman: Yeah uh, I believe she has already signed on the list.

Chairman Young: Ok, please. Oh, are you Cindy Giesen then? Alright then just state your name and address for the record.

Cindy Giesen: Oh, um my name is Cindy Giesen. I live at 1363 S. Ash, I'm about 2 1/2 acres south of, I mean, I'm south of this project on 2 1/2 acres. I want it in the record that I am opposed to this plan specifically because it was requested by the neighborhood that we see another plan with R-4 zoning and for all the reasons that was just discussed; there is only one little partial property that is R-6 at this time and everything to the west and the south is either R-4 or acres. Ok, so it is surrounded by families and rural life and um what they proposed is only two less homes and that is not gonna alleviate all the traffic problems that we have brought up. And I mentioned in my earlier mail or my letter to the first hearing, that um our S Ash narrows as it goes north towards Avalon so just because they make their portion wider doesn't mean it's going to solve our problems. Also, I didn't mention that as you try to get onto Avalon there's a hill to the west and it's very difficult to see oncoming traffic so its quite a hazard going onto Avalon. So that is pretty much gonna leave all the homeowners going through the neighborhood streets which just isn't fair, fair to them which he already discussed. Um also, when you start allowing this higher density you, it is always seems to be used for justification for the next lot and the next lot and the next lot. And I'm presently R-4 on 2 1/2 acres and have no desire to, to develop on it

until this stuff comes closer to me. Right now I'm having to deal with Desert Hawk which is on Ten Mile and you look out and uh, you know, its just getting closer and closer so I just ask that you right here is a good place to draw a line on this property and say R-4 and no more going south on School or Ash because we don't have the road capacity or anything. And because there are large lots next to it, it makes sense to stop it you know; and um and in one additional point I would like to make is in my earlier I discussed um lighting and uh fencing. And I just want to remind the Board that um that they're using brighter lights now like in Desert Hawk; if you look out to the streetlights around there that here they are the yellow color which is really kinda easy on our rural environment but once they put in those brighter lights it just it just ruins the whole atmosphere and the light that we moved here for. So, I just, there's no lighting information on in the docket, it always refers to when they start building but it's not workin' out you know. For a year I had to look at bright lights from Desert Hawk with no housing and I had to look at a white vinyl fence that looks like a drag strip or a runway to me because of the way the lights reflect off of it. So also, I would like to ask the planning department to consider lighting uh vinyl that doesn't reflect as much light as this white stuff does. So anyway, I thank you for your time and consideration.

Chairman Young: Ok then, thank you. Can we have the applicant come back up?

Crystal McDaniel: Um, first I would like to address that the starter home concept that I, I think that uh is not accurate to describe the subdivision as a starter home subdivision. The lots are smaller of course than compared to Outpost but the, I think the idea of a starter home is something that is, something that is cheaply designed, and the expectation is for the property to be sold in quick succession. And I think that's kind of a dated idea about people wanting the larger lots to maintain. I think that there are probably people who want large lots but there are also a lot of people who want the smaller lots who don't want the property as a bunch of work that they have to do. And the concept that people outgrow these properties I think is dated and a lot of people are opting for smaller family's and they're just not going into a place with the idea or aspiration of staying there for just a few years until they move on to bigger and better properties. The, the houses are actually pretty well designed and unfortunately I didn't get the document to you in time or to Jace in time, but the houses will be based on the same details as in the Sailing Hawks Subdivision which is in Star, which you probably don't have a point of reference for but um. Looking at some of the details of these houses you know, they're not, they're not these low end houses that I think is the idea that gets conjured when you say that they are starter homes; they are nice floor coverings, nice cabinetry, um what else....the counters are quartz or granite. So, I do have the details here and I can get copies for you if you'd like to take a look to see what the houses will include. Now as far as the traffic, can't really control how fast people are driving, I mean that seems like an issue that needs to be addressed and, and is a safety issue for sure if people are driving to fast on Ash right now even without the subdivision. Um, and there are growing pains, that's just what's going on in Idaho in general; that you know, it's a tough situation but do you stop with the development or

you know, what do you do first? And I don't have an answer to that unfortunately. And, I think that was about it. Any questions for me?

Chairman Young: Ok, any questions for the applicant at this time?

Commissioner Damron: Not at this time.

Chairman Young: Alright, thank you. And, close the public testimony at 6:27 which brings up our discussion on the proposed project.

Commissioner Damron: I know that in prior subdivisions that we looked at, I'm personally really big on continuity of the subdivision matching the other one. Um, we've had this issue on a few of them as far as having larger lots and then throwing smaller lots in there. I tend to agree that if we, if we can make subdivisions flow together, they feel more together and at home you know with each other. Uh I agree with the residents that if we could make it to where it looks close to the same or the same size lots uh would reduce the traffic. The traffic is going to end up being a problem no matter what we do once that builds out um and that's an ACHD issue that we can't, we can look at the traffic studies coming out of it but you know, what are we going to do at the north end of Ash Street when they're trying to get out. If you've ever tried to drive down there when schools out, buses are running, people are picking their kids up around that area, it is tough to get through; then in morning traffic um it's very difficult to come through there. I don't know if we can, if there's anything we can do about that right now uh but I think that if we look at the subdivision in a way to maybe match or flow it uh larger lots in the base towards the other ones then if they want to shrink the lots as they go out it might be a better option.

Chairman Young: Have any thoughts or?

Commissioner Laraway: You know back in 2004 when I serve out here, Ash was one of the biggest traffic problem we had; they were always speeding and we couldn't do a thing about it, so this problem is historic, it's not being created now. Um the widening of the road or the road condition unfortunately that's out of ACHD, we don't control that. Um I...mumbling...I don't know what to say about extra RV parking, that seems like a luxury item. I understand the consistency but you know that if that is something the developer wants to put in that's up to them but if, I don't know if I would make that a requirement just so it would fit in with the next neighborhood; that's a little extreme on my part. Uh we, we've, as a committee we have been pretty stern with the uh with the zoning requirements R-8, R-12; we've been pretty good about that. Now we have before us an R-6 which we've normally been ok with, I have a hard time going the other way. The quality of the homes that's, that's gonna be up to the developer and the building inspectors and that's private industry; I don't know if we should control that. You know, I think my position here is that if the come before us and they have the appropriate zoning and their I's are dotted and their T's are crossed and it meets our code, unless there's an extreme diversion from the neighborhoods around it I don't have a problem with it. It's not probably not going to

be the most popular answer but Kuna's growing, this R-6 is gonna be throughout the annexations that we're putting in. Yeah true, Ash is... School, Ash... they're in that area where it's been developed on and off for you know, years. I don't know if this is a sore spot. That's just my opinion.

Commissioner Gealy: Um I appreciate that you went back and took another look and redesigned the subdivision, we...I do appreciate you're doing that. Uh we were not happy with the design or with the density; I had hoped for R-4 um I think 5 is better, 5 is better. Um I appreciate that the flag lots are gone, I don't think there's the one cul-de-sac but there's not any more of those flag lots and I appreciate that as well. Um and I appreciate the increase in the open space and the distribution of the open space to be more, I feel, accessible to more of the people. I, of course I would like more, I would like more open space and I would like less density. Um again, I repeat myself, I'm concerned about transitions among neighborhoods, in between subdivisions and I'm concerned about amenities for the people that are living there so I would like to see. Stunted speech...actually our Envision Kuna open space recommendation is one acre of open space per 80 residents so I would expect that in a lot, in a subdivision of 30 lots, we would probably have 80 residents and it would be nice to have an acre of open space readily available to those. This looks like we have half an acre which is not as much as I would like but more than others so um, I appreciate the efforts that you made and I'm willing to accept what you have presented here tonight. I think you have taken great steps to address the concerns of the neighbors and the commission and I thank you for that.

Commissioner Hennis: You know, I tend to agree with what you said that you know, although we would, we would have liked to have more. You know, there was some compromise here, I would have liked to maybe seen another lot or two converted from a 5,000 up to a little bit larger but again, I mean. I'm in the industry enough that I recognize that we have enough real estate buyers out there that are looking for good quality homes on not that big of lots even though I am one of those that prefers land; I, I'm aware that there is a lot of people that don't at this point. I'm more concerned about the quality of the homes going in; I think that if there's quality homes going in, I believe it will help the residence of the adjoining subdivisions keep their property values up and such. Um we can't really value that right now because we don't have any information on it but that's what I would hope to expect from them. You know I; I like what they've done with the landscape in here and they've come back with what we've talked about but...so I do appreciate the effort, thank you.

Chairman Young: Myself I do appreciate the, the latest rendition much more than the original. It does meet the zoning requirements for the area as far as medium density and what the Comp Plan looked at as far as zoning density's and those medium density is a range, you know, it's not this is an R-4 and this is an R-6 and this is an R-2. There's always that range in medium and low and higher density areas to allow for that mix of houses um so I...I don't take issue beyond you know, maybe wanting a little bit larger lots here and there. I think they've, they've, they fall within the code

and where we're at, so I don't take any, I don't take issue with that. Is there any other thoughts or input that anybody wants to have?

Commissioner Hennis: Unfortunately, we don't have any control over Sunbeam helping in the traffic situation until the other developments or the other landowners develop anything there, there's just nothing that can be done. And unfortunately, ACHD is the first to admit that they don't improve streets until the needs there instead of the opposite to provide for future growth; they just can't keep up. So, fortunately or unfortunately...

Chairman Young: Sir! (Quiets conversation in the audience) Thank you.

Commissioner Hennis: Fortunately or unfortunately, sometimes subdivisions require them to go in and as the people come in, then the improvements get done but...

Chairman Young: To follow up on your point, you can look at uh what's happening with Ardell. We've had a lot of subdivisions to the north that go in and that's always been the fear you know, what about here, what about there? Now Ardell is almost completely filled in from Ten Mile to Meridian Road so.

Commissioner Damron: And I know we've addressed this with ACHD multiple occasions on building out, mitigating the problem before it starts and we get the same answer; we can't, we won't do anything until that problem exists. So um, I think you're right, unfortunately we cannot do anything about that.

Chairman Young: Anything else I can? I guess I could stand for a motion.

Commissioner Gealy: Um, is the...this is a question for staff, is the landscaping that shows the pathways and benches included in our packet?

Jace Hellman: Commissioner Gealy, for the record Jace Hellman, Kuna Planning and Zoning staff, uh the pa...it is in the packet. The landscaping plan, it should be a couple of slides behind the preliminary plat.

Commissioner Laraway: It's on page 60 Cathy.

Commissioner Hennis: No, that's just the Preliminary Plat.

Commissioner Gealy: I had a little technical difficulty so I'm sharing today. I reviewed everything at home.

Chairman Young: I'm getting up there, I was on the last page now I'm scrolling. I look like my grandson going on this thing now.

Commissioner Hennis: Oh, there it is, page 74.

Commissioner Gealy: Then another question for staff, I'm sorry, you did, you had made a comment that the common space need... surface needed to be designated as grass?

Jace Hellman: Commissioner Gealy, uh, there was a in the previous rendition of the staff report there was a comment um about the useable area being turf or sod um but in the updated landscape plan they took that and then added that added that on to the landscape plan so it is identified that it will be sod on the landscape plan.

Commissioner Gealy: So, we don't need to include a condition?

Jace Hellman: Correct.

Commissioner Gealy: Thank you. (Long pause) Then there's no additional conditions.

Chairman Young: Not to my knowledge. (Inaudible mumbling) Any other comments?

Commissioner Hennis: No, I'm just kinda trying to look through some of the exhibits. (Inaudible)

Commissioner Gealy: We can't hear what you're saying.

Commissioner Hennis: Oh, sorry. Sorry, we're just trying to see...

Commissioner Damron: To see the traffic flow around it, what are alternate traffic routes coming out of there off Ash going to King Road, down to School or down Swan Falls if necessary. Then we discussed the roundabout that's on Recess Way that's already there that exists, what that would do to the traffic so...

Chairman Young: I could stand for a motion if there's no other discussion. (Inaudible, pages turning)

Commissioner Laraway: Conditions have the Dark Sky policy in it right, to be consistent with city lighting?

Commissioner Damron: Yeah, they do.

Commissioner Dana Hennis moved to approve 19-03-AN (Annexation) and 19-02-S (Preliminary Plat) with the conditions as outlined in the staff report. Seconded by Commissioner John Laraway. Motion carried 4-1-0. Commissioner Stephen Damron voting nay.

Commissioner Dana Hennis moved to approve 19-09-DR (Design Review) with the conditions as outlined in the staff report. Seconded by Commissioner Cathy Gealy. Motion carried 4-1-0.

B. Case No. 19-05-SUP (Special Use Permit) 1195 West Castro Drive ACTION ITEM

Chairman Young: Next up we have 19-05-SUP (Special Use Permit) at uh 1195 West Castro.

Dough Hanson: Good evening Mr. Chairman, members of the Commission, for the record Doug Hanson, Kuna Planning and Zoning staff, 751 W. 4th Street, Kuna, Idaho, 83634. Patricia Johnson seeks Special Use Permit approval for a home massage therapy business that will be conducted in an accessory structure located at 1195 West Castro Drive, Kuna, Idaho, 83634. Staff has determined that this application complies with Title 5 of Kuna City Code and Idaho Code; with that I will stand for any questions you may have. Thank you.

Chairman Young: Ok, is there in questions for...

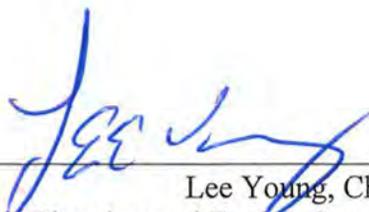
Commissioner Gealy: I have no questions at this time.

Commissioner Damron: Has this um, we got any information on agreements with the HOA on this?

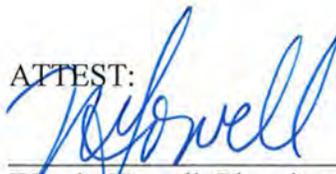
Doug Hanson: So as far as this goes, we don't work with CCNR's; CCNR's are their own separate set of rules, we just go based off of what City Code allows and this is allowable in City Code.

Chairman Young: Ok. (Inaudible) Then we'll have the applicant please come forward and state your name and address for the record and tell us...

Patricia Johnson: Patricia Johnson, 1195 West Castro Drive in Kuna, Idaho. Um, good evening, as a licensed massage therapist through the state of Idaho I am applying for a Special Use Permit to practice my trade in the studio that is located on my property. I have been a massage therapist for 11 years; I am very passionate about what I do; for this reason, I wanted to be able to offer a more affordable option for massage therapy. And the way to accomplish that was um obviously having, not having to pay for the rent. Um also, I have laid out my reasons why this would not be disruptive to my neighbors in the Neighborhood Meeting letter that I sent out; I have specific days and times of operation, also I will only accept clients who set up appointments via um phone, text or email. I do not have my address listed on my business card to avoid any kind of walk in clientele, um my clients will be able to park in my driveway as well. Massage therapy is by nature a quiet practice, I specialize in deep tissue and focus on overall muscle health and range of motion improvements. In addition to the benefits I have listed I also have an insurance plan through a reputable



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:


Wendy Howell, Planning and Zoning Director
Kuna Planning and Zoning Department



City of Kuna

City Council
Staff Memo

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

To: City Council

Case Numbers: 19-05-ZC (Rezone)
763 W. Avalon Rezone

Site Location: 763 W. Avalon Street,
Kuna, ID 83634

Planner: Doug Hanson, Planner I

Hearing Date: March 17, 2020

Owner: Timothy Gordon
P.O. Box 236
Kuna, ID 83634
208.941.5603

Applicant: Nick Lacross, B&A Engineers
5505 W. Franklin Rd.
Boise, ID 83705
208.343.3381
nplacross@baengineers.com



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- A. Process and Noticing
- B. Applicants Request
- C. Site History
- D. General Project Facts
- E. Staff Analysis
- F. Applicable Standards
- G. Proposed Comprehensive Plan Analysis
- H. Proposed Kuna City Code Analysis
- I. Commission’s Recommendation
- J. Council’s Order of Decision

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that rezone applications are designated as a public hearing, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- i. Neighborhood Meeting June 17, 2019
- ii. Agency Comment Request October 1, 2019
- iii. 300’ Property Owners Notice February 20, 2020
- iv. Kuna Melba Newspaper February 26, 2020
- v. Site Posted February 21, 2020

B. Applicant’s Request:

B&A Engineers is requesting to rezone approximately 1.29 acres from “C-2” (Area Commercial) to “C-1” (Neighborhood Commercial) zoning district classification. The subject site is located at 763 W. Avalon St., Kuna, ID 83634 (APN: S1326120716).

C. Site History:

The site is currently used as the child care center, Kuna Kave Kids. It has also been used as the site of Kuna City Hall and the Southern Idaho District Assemblies of God Church.

D. General Projects Facts:

- 1. Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Future Land Use Map indicates land use designations generally speaking, it is not the actual zone. This site is identified as having a Commercial zoning designation.



2. Surrounding Land Uses:

North	C-1 / R-6	Neighborhood Commercial / Medium Density Residential – Kuna City
South	R-8	Medium Density Residential – Kuna City
East	M-1	Light Manufacturing / Industrial – Kuna City
West	C-2	Area Commercial – Kuna City

3. Parcel Sizes, Current Zoning, Parcel Numbers:

Property Owner	Parcel Size	Current Zone:	Parcel Numbers
Timothy Gordon	1.29 -acres	C-2 (Area Commercial)	S1326120716

4. Services:

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – City of Kuna (KMIS)
- Fire Protection – Kuna Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation

5. Existing Structures, Vegetation and Natural Features:

There is currently a fully improved commercial structure on the subject site, estimated to be approximately 9,746 square feet. Vegetation on site consists of landscaping generally associated with a commercial use.

The topography on the site is generally flat and drainage of non-permeable surfaces are accommodated for and fully contained on the site.

6. Transportation / Connectivity:

The site is currently accessed via an existing driveway onto South School Avenue and West Avalon Street.

7. Environmental Issues:

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area.

8. Agency Responses: The following agency comments are included as exhibits with this case file:

- Boise Project Board of Control Exhibit B-1
- Kuna City Engineer Exhibit B-2
- Department of Environmental Quality Exhibit B-3
- Nampa and Meridian Irrigation District Exhibit B-4

E. Staff Analysis:

The applicant is requesting to rezone approximately 1.29 acres from a “C-2” (Area Commercial) zoning designation to a “C-1” (Neighborhood Commercial) zone. There is no new development associated with this application. The Comprehensive Plan’s Future Land Use Map has identified this parcel as commercial. A rezone, if granted, would not require a comprehensive map amendment. B&A Engineers held a neighborhood meeting with residents within 300 feet of the subject site on June 17, 2019.

When this application went before the Planning and Zoning Commission staff recommended the condition for the installation of street lights at two locations. The first on the corner of W. Avalon Street and S. School Avenue, the second next to the site’s driveway access from S. School Avenue. The lights should have a double head to provide lighting for both the parking lot and the walking path. The Planning and Zoning Commission recommended that the developer, owner or applicant be conditioned to provide a light on the end of the building in order to satisfy the City Engineers need for a pole at the School Street entrance; and to add a light pole at the corner of School and Avalon as requested by the City Engineer unless a replacement head can be found to satisfy the lighting requirements. Staff recommends the condition as initially presented to the Planning and Zoning Commission.

Staff has determined the applicant’s rezone request is in compliance with Kuna City Code, Title Four and Five; Idaho Statute § 67-65 and the goals and policies set in Kuna’s Comprehensive Plan. Staff recommends that if the City Council approves case no. 19-05-ZC (Rezone) the applicant be subject to the conditions of approval listed in section “J” of this report.

F. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 4 and 5.
2. City of Kuna Comprehensive Plan.
3. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

G. Proposed Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission may (*accept or reject*) the Comprehensive Plan components, and has determined the proposed rezone for the site (*is/is not*) consistent with the following Comprehensive Plan components as described below:

Goal Area 3: Kuna’s Land uses will support a desirable, distinctive and well-designed community.

- Goal 3.A: Ensure community design directs growth and implements sustainable land use patterns.
 - Objective 3.A.1: Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.

- Goal 3.G: Respect and protect private property rights.
 - Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.c: Ensure City land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

Goal Area 5: Kuna will invest appropriately in education, community facilities and cultural heritage.

- Goal 5.C: Identify and develop cultural and community facilities.
 - Objective 5.C.2: Work to develop new cultural and community facilities to be used as distinct gathering places within the community.
 - Policy 5.C.2.a: Support the development of new community facilities, including multi-purpose facilities (recreation, meeting spaces, etc.).

H. Proposed Kuna City Code Analysis:

1. This request appears to *(be/not be)* consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed application does (adhere/not adhere) to the applicable requirements of KCC Title 5.*

2. The site *(is/is not)* physically suitable for a commercial zoning designation.

Comment: *The 1.29-acre parcel is already designated for commercial use.*

3. This application *(is/is not)* likely to cause substantial environmental damage or avoidable injury to wildlife or habitat.

Comment: *The land to be rezoned is not used as wildlife habitat and there will be no new development on the parcel, therefore not causing environmental damage or loss of habitat.*

4. This application *(is/is not)* likely to cause adverse public health problems.

Comment: *The project is already connected to Kuna City Services, therefore eliminating the occurrence of adverse public health problems.*

I. Commission's Recommendation

Based on the facts outlined in the staff report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* of Case No. 19-05-ZC (*Rezone*); a request from B&A Engineers to rezone approximately 1.29 acres from its current "C-2" (Area Commercial) zoning district to a "C-1" (Neighborhood Commercial) zoning district, subject to the following conditions of approval listed in section "J" of this staff report, including the following conditions:

- Developer/owner/applicant shall provide a light on the end of the building in order to satisfy the City Engineers need for a pole at the School Street entrance; and to add a light pole at the corner of School and Avalon as requested by the City Engineer unless a replacement head can be found to satisfy the lighting requirements. (#6)

J. Council's Proposed Order of Decision:

These motions are for the approval, conditional, approval or denial of the rezone application. However, if the City Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

1. Any future site improvements the property owner shall comply with the provisions set forth in Kuna City Code (KCC).
2. Any exterior site improvements and/or building construction shall be subject to Design Review prior to commencement.
3. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
4. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
5. Developer/owner/applicant shall comply with all local, state and federal laws.
6. Developer/owner/applicant shall provide a light on the end of the building in order to satisfy the City Engineers need for a pole at the School Street entrance; and to add a light pole at the corner of School and Avalon as requested by the City Engineer unless a replacement head can be found to satisfy the lighting requirements.

DATED this 17th day of March, 2020.



City of Kuna

City Council

Proposed Findings of Fact and Conclusions of Law

Case No. 19-05-ZC (Rezone)
P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Based upon the record contained in Case No. 19-05-ZC (Rezone) including the Comprehensive Plan, Kuna City Code, Staff’s Memorandums, exhibits, and the testimony during the public hearing, the City Council hereby (*approves/conditionally approves/denies*) the Findings of Fact and Conclusions of Law, and conditions of approval for Case Nos. 19-05-ZC, a request from B&A Engineers to rezone approximately 1.29 acres from its current “C-2” (Area Commercial) zoning district to a “C-1” (Neighborhood Commercial) zoning district.

- 1. *Based on the evidence contained in Case Nos. 19-05-ZC, this proposal does/does not generally comply with the City Code.*

Staff Finding: *The applicant has submitted a complete application, and following staff review for technical compliance the application appears to be in general compliance with Kuna City Code Title 4 and 5.*

- 2. The public notice requirements *have/have not* been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *Neighborhood notices were mailed to residents within 300-ft of the proposed project site on February 20, 2020 and a legal notice was published in the Kuna Melba Newspaper on November 20, 2019. The applicant posted a sign on the property on February 26, 2020.*

- 3. Based on the evidence contained in Case Nos. 19-05-ZC, this proposal *does/does not* generally comply with the Comprehensive Plan.

Staff Finding: *The Comprehensive Plan has listed goals, objectives and policies for ensuring land use that will support economic development.*

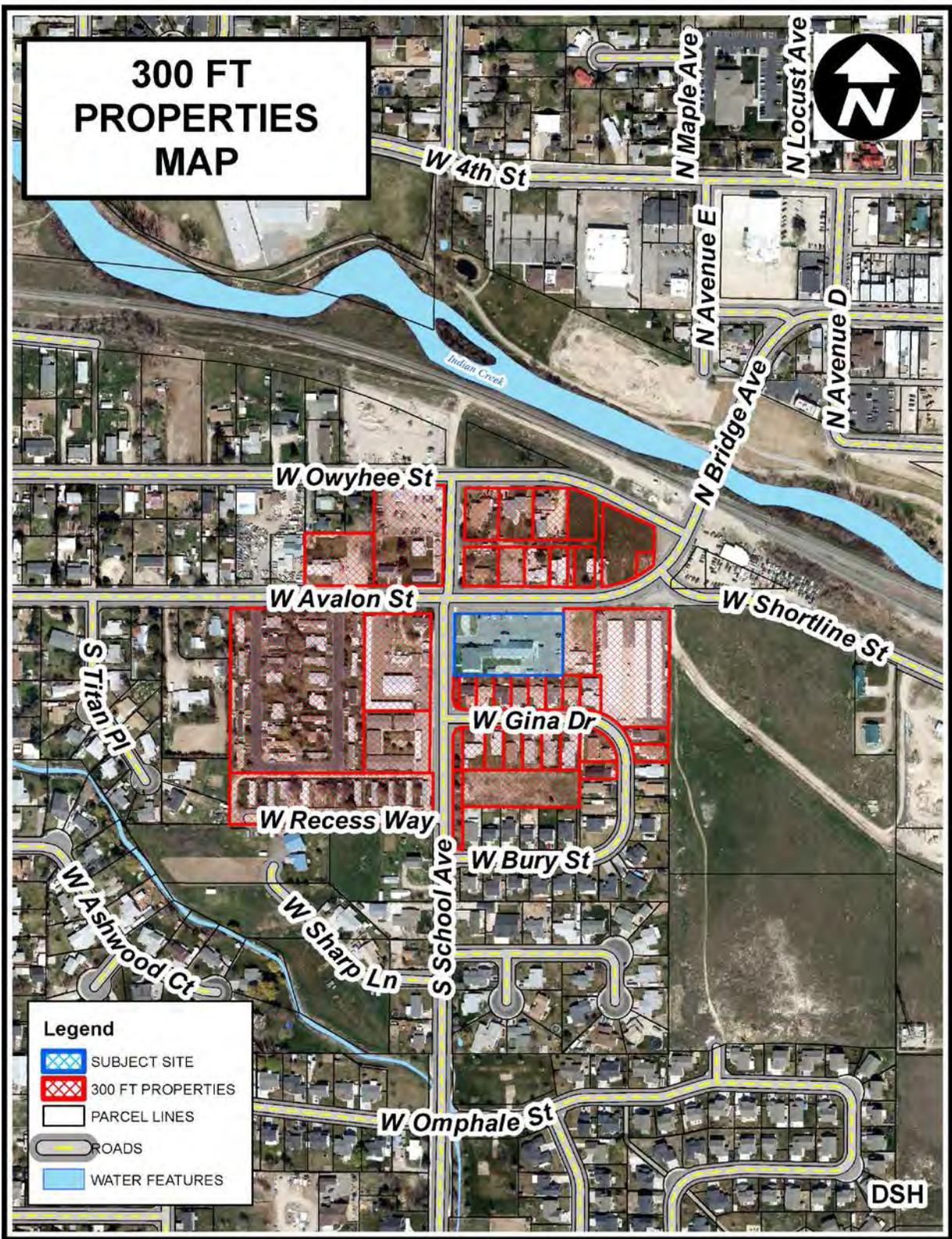
- 4. Based on evidence contained in Case Nos. 19-05-ZC, this proposal *does/does not* generally comply with the Future Land Use Map.

Staff Finding: *The Future Land Use Map identifies the subject site as Commercial. The applicants proposed zoning designation of Commercial is in conformance with the City of Kuna’s Future Land Use Map.*

DATED this 17th day of March, 2020.







received
7.31.19



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

For Office Use Only	
File Number (s)	19-05-2C
Project name	Tim Gordon -763 W. Avalon
Date Received	07.31.19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>TIMOTHY GORDON</u>	Phone Number: <u>(208) 941-5403</u>
Address: <u>P.O. Box 236</u>	E-Mail: _____
City, State, Zip: <u>KUNA, ID 83634</u>	Fax #: _____
Applicant (Developer): <u>NICK LACROSS</u>	Phone Number: <u>(208) 343-3381</u>
Address: <u>5505 W. FRANKLIN RD.</u>	E-Mail: <u>NPLACROSS@</u>
City, State, Zip: <u>BOISE, ID. 83705</u>	Fax #: _____
Engineer/Representative: <u>B3A ENGINEERS</u>	Phone Number: <u>(208) 343-3381</u>
Address: <u>5505 W. FRANKLIN STREET</u>	F-Mail: _____
City, State, Zip: <u>BOISE, ID 83705</u>	Fax #: _____

Subject Property Information

Site Address: <u>763 W. AVALON ST. KUNA, ID 83634</u>	
Site Location (Cross Streets): <u>AVALON ST. AND SCHOOL STREET</u>	
Parcel Number (s): <u>S1326120710</u>	
Section, Township, Range: <u>SEC. 26 2N 1W</u>	
Property size: <u>1.292 ACRES</u>	
Current land use: <u>CHURCH</u>	Proposed land use: _____
Current zoning district: <u>C-2</u>	Proposed zoning district: _____

Project Description

Project / subdivision name: 703 W. ANALON ST. RE-ZONE

General description of proposed project / request: LOOKING FOR CITY APPROVAL FOR RE-ZONE OF PARCEL

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: _____ Number of building lots: _____

Number of common and/or other lots: _____

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (if applicable)

Number of building lots: 1 Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

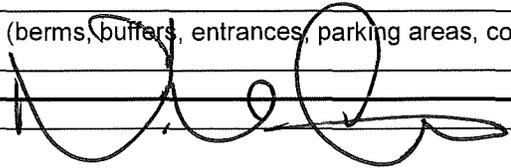
a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature:  Date: 7/23/19

Looking North



Northwest Corner

Looking East



Looking South



Looking West



Northeast Corner

Looking North



Looking East



Looking South



Looking West



Looking North



Southeast Corner



Looking East

Looking South



Looking West



Looking North



Southwest Corner



Looking East

Looking South



Looking West



received
7.31.19



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Rezone Checklist

Rezone requires public hearings with both the Planning & Zoning Commission and City Council. Public hearing signs will be required to be posted by the applicant for both meetings. Sign posting regulations are available online.

Project name: 763 W. Avalon Street Re-Zone	Applicant: Nick LaCross- B&A Engineers
--	--

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	X
X	Letter of Intent indicating reasons for proposed rezone.	X
X	Vicinity map drawn to scale, showing the location of the subject property. Map shall contain the following information: Shaded area showing the rezone property, Street names and names of surrounding subdivisions.	X
X	Legal description of the rezone area: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	X
X	Development Agreement & Development Agreement Checklist	
X	Recorded warranty deed for the property.	X
X	Proof of ownership—A copy of your deed <u>and</u> Affidavit of Legal Interest. (All parties involved)	X
X	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	X
X	Commitment of Property Posting form signed by the applicant/agent.	X

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.

Exhibit
A1

received
8.5.19



**City of Kuna
Planning & Zoning
Department**
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.kunacity.id.gov

Special Use Checklist

Special Use requires a public hearing with the Planning & Zoning Commission. A public hearing sign will be required to be posted by the applicant for the meeting. Sign posting regulations are available online.

Project name: 763 W. Avalon Street Re-Zone	Applicant: Nick LaCross- B&A Engineers
--	--

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
x	Completed and signed Commission & Council Review Application.	
X	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide.	
X	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	✓
X	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	✓
X	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	✓
x	Landscape plan drawn to scale as the same size as the site development plan with the following details: <input type="checkbox"/> Type, size and location of all existing & proposed plant materials and other ground covers. The size of plants at planting and maturity should be included. <input type="checkbox"/> Existing vegetation labeled to remain or to be removed with landscaping on adjacent properties by area (s) to be considered. <input type="checkbox"/> Method of irrigation. <input type="checkbox"/> Cross-sections through areas of special features, berms, retaining walls, etc. <input type="checkbox"/> Footprints of all structures to be constructed.	
x	Site development plan on 24x36 to scale (not smaller than 1=30 unless otherwise approved) with the following information: <input type="checkbox"/> Building locations—existing and proposed with spare-footages. <input type="checkbox"/> Fences—existing, surrounding and proposed. <input type="checkbox"/> Off-street parking, circulation and driveway locations and types. <input type="checkbox"/> Location and size of adjacent streets and driveways. <input type="checkbox"/> North arrow and property lines. <input type="checkbox"/> Drawings of major exterior elevations. <input type="checkbox"/> Building materials and color scheme. <input type="checkbox"/> Existing grades and proposed new grades. <input type="checkbox"/> Existing lighting and proposed lighting.	✓
x	Commitment of Property Posting form signed by the applicant/agent.	✓
x	Neighborhood meeting certification (certification & neighborhood meeting list forms shall accompany this application).	✓

Note: Only one copy of the above items need to be submitted when applying for multiple applications. This application shall not be considered complete (nor will a Public Hearing be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



B & A Engineers, Inc.

Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208.343.3381 Facsimile 208.342.5792

30 September 2019

City of Kuna

751 W. 4th Street
Kuna, ID 83634

RE: 763 W. Avalon - **Request for Alternative Method of Compliance / Variance Request**

City of Kuna,

An application was submitted for a re-zone and special use permit request to the City of Kuna on or about July 30, 2019. During the application completeness review, the City staff noted to us that the existing site plan was not in conformance with the current Kuna Codes related to landscape pathway easements.

According to section KCC 5-17-14 of the Kuna City Code, a 10-foot pathway easement on the north side along W. Avalon St. and the west side along N. School Ave. of the property is required. This is to include a 5-foot paved walkway along the perimeter of the project. The pathway or sidewalk has been installed in the past and is located along the northerly and westerly right-of-way adjacent to the perimeter of the project.

Within the required easement landscaping is required. Landscaping does currently exist on the west side of the project adjacent to School Avenue and a small portion of landscaping near the northwest corner of the site adjacent to Avalon Street. The majority of the property frontage along Avalon Street is coincident with an existing parking lot. There is approximately 20-parking stalls shown on the site landscape plan which are directly adjacent to the pathway on Avalon Street.

Site History information and Discussion

While the exact dates of uses could not be specifically confirmed at the writing of this letter, the following is an overview of some notable items:

- The site had a past use as the Kuna City Hall location until approximately 2016. Prior to the site being used for the location of Kuna City Hall it was a church, previously known as "Southern Idaho District Assemblies of God".

The current site is fully improved with parking, landscaping and public sidewalks adjacent to the site. The site was adequate at the time for the previous uses as City Hall and a Church. The special use permit application is simply reverting the site to a previous and relatively recent use.

The reason a special use application is now required for the use is that the City of Kuna modified its Land Use Ordinance after the previous use as a Church.

- Additional Street Right-of-way dedications along Avalon and School Avenue.

Shown on the Amended Plat of the Townsite of the City of Kuna Avalon Road is called out as having 25-feet of right-of-way from centerline. During the time the plat was completed it was common for all section line roads to be a total of 50-feet in width, being 25-feet either side of centerline. This width may also be applicable to School Avenue.

Record of Survey No. 5347 was recorded in 2001. This survey indicated the right of way along Avalon Street, adjacent to the project site as being 33-feet from Centerline.

Record of Survey 9159 was recorded in 2012. While the right-of-way widths are not shown, the property description boundaries, in its current form, lies 48-feet in width from the centerline of Avalon and School Avenue. While the exact date of these dedications are not known at this time, the Ada County Highway District does currently have 48-feet of right-of-way from the centerline of Avalon Street and 35-feet of right-of-way from School Avenue. 23-feet of additional right-of-way has been dedicated from Avalon Street. 10-feet of additional right-of-way has been dedicated from School Avenue.

The additional dedication of right-of-way for the public use has affected the property's ability to be converted to comply emphatically to the standards in Kuna's newer ordinances.

Shown on the Site Landscape Plan, pathway and pedestrian connectivity has been provided. A 5-foot concrete sidewalk exists in the public right-of-way and coincident with the property boundaries. These pathways exist in the current right-of-way and are dedicated to the public.

Avalon Street Discussion

Due to the additional dedication of right-of-way, the site has been encumbered with space limitations to add landscape buffers and landscaping adjacent to Avalon Street. Essentially the additional right-of-way dedications have put the right-of-way directly adjacent to the sites parking area. Removal of these parking stalls would damage the ability of the site to provide onsite parking and may result in parking on the street rather than on the site. Any required buffer may be larger than what may be provided.

The installation of landscaping would not be allowed within the right-of-way by the Ada County Highway District. Any plantings south of the sidewalk adjacent to the parking stalls would remove parking and may result with parking on the street rather than on the site.

School Avenue Discussion

The Landscape Site Plan shows the frontage of the site being fully improved with landscaping and public sidewalks. Access to the site is also provided from School Avenue. The existing building is located approximately 28-feet east of the right-of-way.

We feel that the site as currently improved complies with the intent of the ordinance to provide for pathways and landscaping adjacent to the right-of-way to the extent practical.

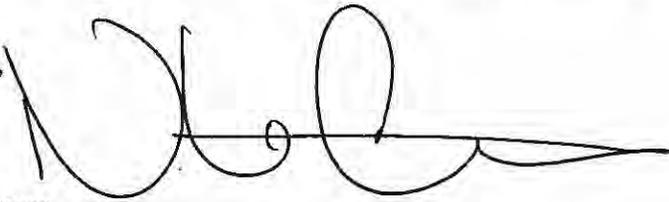
Kuna City Code 5-17-19: - Alternate Methods of Compliance

The City of Kuna requires that 1 of 4 items be met to vary and justify alternate methods of compliance. Based on the information provided, we believe that the following sections of Kuna City Code may be found:

- 5-17-19 A.1. The site involves space limitations due to past right-of-way dedications to the Public.
- 5-17-19 A.3. The existing site is requesting a change of use, any required buffer, easements and or landscaping may be larger than can be provided.

Based on the above information provided we respectfully request a variance from the application of the landscaping buffer, pathway requirements and any other applicable sections of Kuna Code.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nick LaCross', written over a horizontal line.

Nick LaCross
B&A Engineers, Inc.
NPLaCross@baengineers.com

B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

received
7.31.19

July 30, 2019

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

Subject: **Re-zone Request 763 West Avalon St.**

Council and Staff:

We are pleased to present this request for approval of a rezone of 1.29 acres of land from C-2 zoning to C-1.

Site Data

The entire site consists of 1.29 acres of land. It is located within the Kuna City limits, and currently Zoned "C-2" for Commercial use. The Ada County Assessor lists the parcels address as 763 W. Avalon Street, and the tax parcel number is S1326120716.

The site had a past use as the Kuna City Hall location for a number of years. Prior to the use of Kuna City Hall, was an active place of worship, previously known as "Southern Idaho District Assemblies of God".

Pre-application Meeting

Consultation with the City of Kuna occurred on June 15th, 2019 with the property owner and staff.

Neighborhood Meeting

A neighborhood meeting was held for the rezone on June 17, 2019 at 6:00 PM at 164 S. School Street, Kuna, Idaho. The neighborhood sign in sheet has been included within the application. No one attended.

Proximity to City Services

This parcel is already developed and has access to all needed city services.

Development Agreement

We have submitted the development agreement application as required. We will work with the City of Kuna to complete the development agreement, if necessary.

Comprehensive Plan

The current comprehensive plan updated on April 19, 2019 for this area specifies a number of Goal Areas that we feel will compliment the proposed C-1 zone change.

A couple Goal Area's to reference are as follows:

Goal Area 1: Economically Diverse and Vibrant:

Churches have always been a gathering place for **ALL** people within a community and from all walks of life. This diversity includes gender, race, wealth, profession, and many more, while bringing together the entire community for a common good. Churches offer educational classes, they're a great place to not only worship, but to network socially and professionally as well. That will help put small businesses on the map within the

B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

local community. This place of worship will be a benefit to the City of Kuna.

Goal Area 5.C: Identify and Develop Cultural and Community Facilities:

Churches and places of worship have historically been a great place for people within the community to gather in peace. Churches have always welcomed all walks of life and have some of the most diverse congregations in any community. We believe that having a place of worship in this location would contribute greatly to maintaining a peaceful and diverse community within the City of Kuna.

Summary

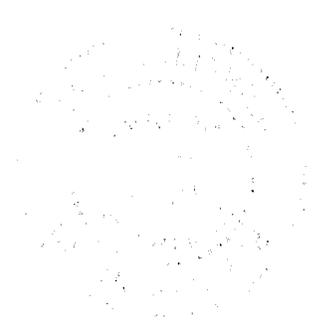
Re-zoning the subject parcel to C-1 is consistent with the future plans for the City of Kuna. This is evidenced by the comprehensive plan for the City of Kuna.

On behalf of the applicant, as their representative, we respectfully request approval for the re-zone from a C-2 zone to a C-1.

Sincerely,



David Crawford
B&A Engineers, Inc.





received
7.3.19

7/11/2019

PropertyOne Profile
for
763 W Avalon St

If we can assist you further, please feel free to contact us.

Customer Service Contact Information:

By Phone: (208)424-8511

By Email: cservice@titleonecorp.com

This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=1 BONNIE OBERBILLIG PIONEER LENDER TRUSTEE SERVICES	2015-092978 10/07/2015 10:33 AM \$10.00
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RECORDING REQUESTED BY
Pioneer Lender Trustee Services

AND WHEN RECORDED MAIL TO:
Pioneer Lender Trustee Services
8151 W. Rifleman St.
Boise, ID 83704

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ref: 800001517b

DEED OF RECONVEYANCE

WHEREAS, Pioneer Title Company, is the present Trustee of record under the following described Deed of Trust:

Trustor: Timothy W. Gordon and Belinda S. Gordon, husband and wife, as to an undivided 50% interest and Michael A. Green, a married man as his sole and separate property, as to an undivided 50% interest
Beneficiary: Bank of the Cascades
Dated: 03/10/10, Recorded: 03/23/10, Book/Reel/Liber: N/A, Page/Folio: N/A as Instrument No.: I10026127 in the County of Ada, State of Idaho

Property Address: 763 W. Avalon Street, Kuna, Idaho 83634

AND WHEREAS, the above said Deed of Trust has been paid in full;

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey by reason of the obligations secured by said Deed of Trust, **DOES HEREBY RECONVEY**, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust and the describing the land therein as more fully described in said Deed of Trust

Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services, as its Authorized Agent
On 10/01/15

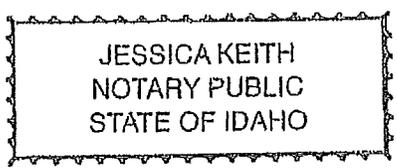
By: Cathy Luckinbill
Cathy Luckinbill, Trust Officer

State of Idaho } ss.
County of Ada }

On 10/01/15 before me, Jessica Keith the undersigned, a Notary Public in and for Ada County in the State of Idaho, personally appeared Cathy Luckinbill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Signature: Jessica Keith (Seal)
Notary Commission Expires: 08/18/2020
Resides at: Boise, ID



ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 CHE FOWLER
PIONEER LENDER TRUSTEE SERVICES
2015-092994
10/07/2015 10:45 AM
\$10.00

RECORDING REQUESTED BY
Pioneer Lender Trustee Services

AND WHEN RECORDED MAIL TO:
Pioneer Lender Trustee Services
8151 W. Rifleman St.
Boise, ID 83704

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Ref: 60004911

DEED OF RECONVEYANCE

WHEREAS, Pioneer Title Company of Ada County, is the present Trustee of record under the following described Deed of Trust:

Trustor: Pioneer Exchange Accommodation Titleholder #86, LLC
Beneficiary: Bank of the Cascades Successor in interest to Farmers & Merchants State Bank
Dated: 09/22/05, Recorded: 09/27/05, Book/Reel/Liber: N/A, Page/Folio: N/A as Instrument No.: 105142696 in the County of Ada, State of Idaho

Property Address: 763 W. Avalon St., Kuna, Idaho 83634

AND WHEREAS, the above said Deed of Trust has been paid in full;

NOW THEREFORE, the present Trustee having received from the present owner of the beneficial interest under said Deed of Trust and the obligations secured thereby a written request to reconvey by reason of the obligations secured by said Deed of Trust, DOES HEREBY RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate, title and interest now held by it under said Deed of Trust and the describing the land therein as more fully described in said Deed of Trust

Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services
On 10/01/15

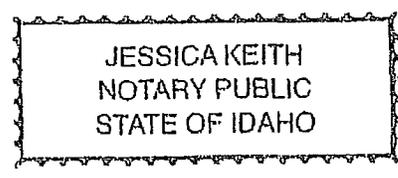
By: Cathy Luckinbill
Cathy Luckinbill, Trust Officer

State of Idaho } ss.
County of Ada }

On 10/01/15 before me, Jessica Keith the undersigned, a Notary Public in and for Ada County in the State of Idaho, personally appeared Cathy Luckinbill, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal.

Signature : Jessica Keith (Seal)
Notary Commission Expires: 08/18/2020
Resides at: Boise, ID



AT-27762

RECORDATION REQUESTED BY:D. L. Evans Bank
Nampa Karcher Branch
1536 Caldwell Blvd.
Nampa, ID 83651ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=8 CHE FOWLER
ALLIANCE TITLE - BOISE PRODUCTION CENTER**2015-070791**
08/04/2015 10:59 AM
\$31.00**WHEN RECORDED MAIL TO:**D. L. Evans Bank
Nampa Karcher Branch
1536 Caldwell Blvd.
Nampa, ID 83651**SEND TAX NOTICES TO:**Timothy Gordon, Belinda S. Gordon and Green Family Revocable
Trust
1206 North Black Cat Road
Kuna, ID 83634

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated July 29, 2015, among Timothy Gordon, Belinda S. Gordon, husband and wife and Michael A. Green and Barbara J. Green, Trustees of The Green Family Revocable Trust Dated: 5-14-10 ("Grantor"); D. L. Evans Bank, whose address is Nampa Karcher Branch, 1536 Caldwell Blvd., Nampa, ID 83651 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Alliance Title & Escrow Corp., whose address is 250 South 5th Street, Suite 100, Boise, ID 83702 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Ada County, State of Idaho:

A tract of land situated in the Northwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, further described as follows:

Commencing at a brass cap monumenting the Northwest corner of the Northeast quarter of said Section 26; thence

North 89°55'55" East along the Northerly line of said Northeast quarter a distance of 35.00 feet to a point; thence

South 00°10'18" West parallel with the Westerly line of said Northeast quarter a distance of 48.00 feet to a point, said point being the POINT OF BEGINNING; thence

North 89°55'55" East parallel with the Northerly line of said Northeast quarter a distance of 315.67 feet more or less, to a point on the Easterly line of that property conveyed to Life Center Assembly of God by Quitclaim Deed recorded January 13, 2000 as Instrument No. 100003553, Deed Records of Ada County, Idaho; thence

South 00°11'44" West along the Easterly line of said Life Center Assembly of God property a distance of 178.32 feet to a found ½ inch iron rod located on the Northerly line of Plateau Village Subdivision No. 1 (a subdivision recorded in Book 63 of Plats at Pages 6305 and 6306, Records of Ada County, Idaho; thence

South 89°55'55" West along the Northerly line of said Plateau Village Subdivision No. 1 a distance of 315.60 feet to a point that bears

North 89°55'55" East a distance of 35.00 feet from the Westerly line of said Northeast quarter; thence

North 00°10'18" East parallel with and 35.00 feet Easterly of said Westerly line a distance of 178.32 feet to the POINT OF BEGINNING.

The Real Property or its address is commonly known as 763 West Avalon Street, Kuna, ID 83634. The Real Property tax identification number is S1326120716.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property;

(c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument to which Grantor is a party, and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the

DEED OF TRUST (Continued)

Loan No: 3218100405/03

Page 2

Property or to other limitations on the Property. THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds 1,000.00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds 1,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages,

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deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Notice of Default. In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property with the

Appoint receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, to have the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the

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Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Ada County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cassia County, State of Idaho.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of

demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

**DEED OF TRUST
(Continued)**

Loan No: 3218100405/03

Page 6

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means D. L. Evans Bank, and its successors and assigns.

Borrower. The word "Borrower" means Timothy William Gordon, Belinda Suzanne Gordon, Michael Anthony Green, Barbara Jean Green and Green Family Revocable Trust and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means Timothy Gordon, Belinda S. Gordon and Green Family Revocable Trust .

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means D. L. Evans Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 29, 2015, in the original principal amount of \$456,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

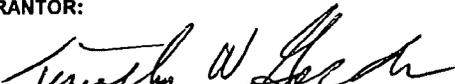
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Alliance Title & Escrow Corp., whose address is 250 South 5th Street, Suite 100, Boise, ID 83702 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

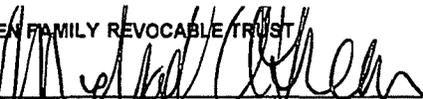
x 
Timothy Gordon, Individually

x 
Belinda S. Gordon, Individually

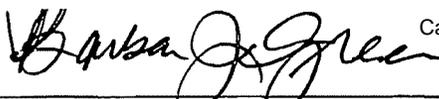
1 1 2 1

GREEN FAMILY REVOCABLE TRUST

By:


Michael Anthony Green, Trustee of Green Family
Revocable Trust

By:


Barbara Jean Green, Trustee of Green Family
Revocable Trust

Loan No: 3218100405/03

DEED OF TRUST (Continued)

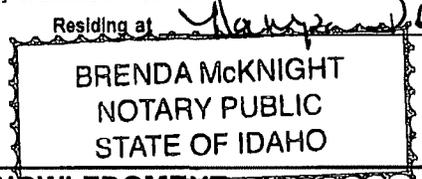
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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Idaho)
COUNTY OF Canyon) SS

On this 29 day of July, in the year 20 15, before me Brenda McKnight, a notary public in and for the State of Idaho, personally appeared Timothy Gordon and Belinda S. Gordon, known or identified to me (or proved to me on the oath of), to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho
My commission expires 1-7-2020

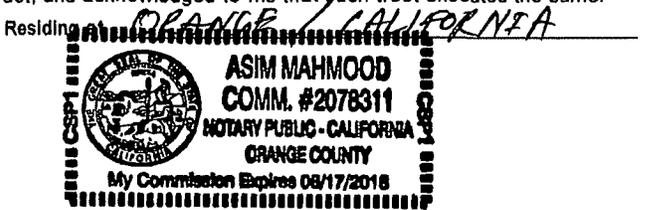


TRUST ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

On this 29th day of July, in the year 20 15, before me ASIM MAHMOOD, a notary public in and for the State of Idaho, personally appeared Michael Anthony Green, Trustee of Green Family Revocable Trust and Barbara Jean Green, Trustee of Green Family Revocable Trust, known or identified to me (or proved to me on the oath of), to be Trustees of Green Family Revocable Trust, the trust that executed the instrument of the persons who executed the instrument on behalf of said trust, and acknowledged to me that such trust executed the same.

Notary Public for Idaho CALIFORNIA
My commission expires 08-17-2018



REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

Exhibit A

A tract of land situated in the Northwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, further described as follows:

Commencing at a brass cap monumenting the Northwest corner of the Northeast quarter of said Section 26; thence North 89°55'55" East along the Northerly line of said Northeast quarter a distance of 35.00 feet to a point; thence South 00°10'18" West parallel with the Westerly line of said Northeast quarter a distance of 48.00 feet to a point, said point being the POINT OF BEGINNING; thence North 89°55'55" East parallel with the Northerly line of said Northeast quarter a distance of 315.67 feet more or less, to a point on the Easterly line of that property conveyed to Life Center Assembly of God by Quitclaim Deed recorded January 13, 2000 as Instrument No. 100003553, Deed Records of Ada County, Idaho; thence South 00°11'44" West along the Easterly line of said Life Center Assembly of God property a distance of 178.32 feet to a found ½ inch iron rod located on the Northerly line of Plateau Village Subdivision No. 1 (a subdivision recorded in Book 63 of Plats at Pages 6305 and 6306, Records of Ada County, Idaho; thence South 89°55'55" West along the Northerly line of said Plateau Village Subdivision No. 1 a distance of 315.60 feet to a point that bears North 89°55'55" East a distance of 35.00 feet from the Westerly line of said Northeast quarter; thence North 00°10'18" East parallel with and 35.00 feet Easterly of said Westerly line a distance of 178.32 feet to the POINT OF BEGINNING.



B & A Engineers, Inc.

Consulting Engineers & Land Surveyors
5505 West Franklin Rd. Boise, ID 83705
Telephone 208.343.3381 Facsimile 208.342.5792



763 W. Avalon Street Kuna, Idaho 83642 Re-zone Description

26 July 2019

A parcel of land situate in the northwest quarter of the northwest quarter of the northeast quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, being a portion of Lot 13 of Home Acres Subdivision No. 19, as shown on the official plat thereof on file in the office of the Ada County, Idaho, Recorder, and being more particularly described as follows:

Beginning at the north quarter corner of said Section 26, which bears S89°37'29"W, 2,630.05 from the northeast corner of said Section 26, said quarter corner being the **Point of Beginning**:

Thence N89°37'29"E, 350.67 feet along the northerly boundary of said Section 26;

Thence S00°06'42"E, 226.36 feet to the northerly boundary of Plateau Village Subdivision No. 1, as shown in Book 63 of Plats, Page 6355 records Ada County, Idaho;

Thence S89°37'29"W, 350.60 feet along the northerly boundary and extension of said Plateau Village Subdivision No. 1 to the westerly boundary of the northeast quarter of said Section 26;

Thence N00°08'08"W, 226.36 along the westerly boundary of the northeast quarter of said Section 26 to the **Point of Beginning**.

Comprising 57,124 square feet, more or less.



Rezone Boundary Sketch

763 W. Avalon St. Kuna, Idaho 83634
Parcel of Land Being Situate in the Northwest Quarter of the Northwest Quarter of the
Northeast Quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, City of
Kuna, Ada County, Idaho.





City of Kuna COMMITMENT TO PROPERTY POSTING

received
7.31.19

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

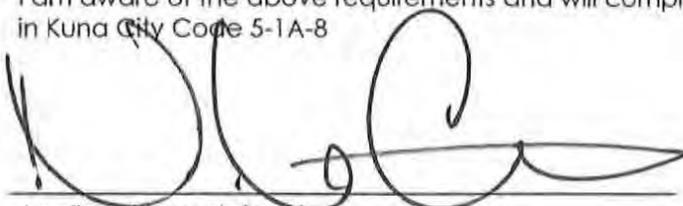
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

Per City Code 5-1A-8, the applicant for all applications requiring a public hearing shall post the subject property not less than ten (10) days prior to the hearing. The applicant shall post a copy of the public hearing notice or the application (s) on the property under consideration.

The applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the City no later than seven (7) days prior to the public hearing attesting to where and when the sign (s) were posted. Unless such Certificate is received by the required date, the hearing will be continued.

The sign (s) shall be removed no later than three (3) days after the end of the public hearing for which the sign (s) had been posted.

I am aware of the above requirements and will comply with the posting requirements as stated in Kuna City Code 5-1A-8


Applicant/agent signature

7/23/19
Date



Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: Re-zone from C-2 to C-1 to accomodate a church use at the site

Date and time of neighborhood meeting: June 17, 2019 6:00 pm.

Location of neighborhood meeting: 164 S. School Street

SITE INFORMATION:

Location: Quarter: NE Section: 26 Township: 2N Range: 1W Total Acres: 1.29

Subdivision Name: N/A Lot: N/A Block: N/A

Site Address: 763 W. Avalon St. Kuna, ID Tax Parcel Number(s): S1326120716
164 S. School St. Kuna, ID

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Timothy W. Gordon

Address: 1206 N. Black Cat Road City: Kuna State: ID Zip: 83634

CONTACT PERSON (Mail recipient and person to call with questions):

Name: Tim Gordon/Dave Gronbeck Business (if applicable): _____

Address: 1206 N. Black Cat Road City: Kuna State: ID Zip: 83634

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

Application Type

Brief Description

Annexation

change the zoning on the site from C-1 to C-2 to allow the use of a Church on the existing site.

Re-zone

Subdivision (Sketch Plat and/or Prelim. Plat)

Special Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

APPLICANT:

Name: David Crawford

Address: 5505 W. Franklin Rd.

City: Boise State: ID Zip: 83705

Telephone: 208.343.3381 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant) 

Date Thursday, August 1st 2019

SIGN IN SHEET

PROJECT NAME: Avalon Suites

Date: June 7, 2019

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	Tim Gordon	1206 N. Black Cat Road		208.941.5603
2	Dave Gronbeck	1206 N. Black Cat Road		208.861.6664
3				
4				
5				
6				
7				
8				
9				
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NEIGHBORHOOD MEETING MINUTES

Meeting Date: _____ Number of Attendees: _____
Meeting Location: _____

Description of Project Presented:

Attendee's comments:

I hereby certify that the above information is complete and correct to the best of my knowledge.

Printed Name

Signature

Date _____

June 7, 2019

Dear Property Owner,

We would like to invite you to a neighborhood meeting on Monday, June 17, 2019 from 6:00—8:00 p.m. at 164 S. School Street, Kuna, Idaho.

We will be discussing an application for a Zone change from C-2 to C-1 and a Special Use Permit on the Avalon Suites building at 763 W. Avalon Street. The reason for the changes are to permit the use of the building for a church.

If you have any questions please call our representative, David Gronbeck at 208-861-6664.

Thank you,

A handwritten signature in black ink that reads "Tim Gordon". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tim Gordon
Owner



Neighborhood Meeting List Request

CITY OF KUNA PLANNING & ZONING, 763 West Avalon, Kuna, Idaho 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

If you are applying for one of the uses listed below, you must conduct a Neighborhood Meeting. This meeting allows neighbors to learn more about your project before the public hearing (Kuna Planning & Zoning will notify surrounding property owners of the hearing). All involved property owners within *300 feet of the subject property boundary need to be invited to your meeting.

According to Kuna City Code, the meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 6 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. **Please fill out the supplied certification form and include it with your application so we have written record of your meeting.** Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

*PLEASE NOTE: A \$20.00 FEE IS REQUIRED FOR THIS SERVICE (CITY OF KUNA PROVIDES MAILING LABELS)

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

<u>APPLICATION TYPE</u>	<u>BRIEF DESCRIPTION</u>
<input type="checkbox"/> Subdivision (Sketch Plat and/or Prelim. Plat)	
<input checked="" type="checkbox"/> Conditional Use / <u>SPECIAL USE PERMIT</u>	<u>FOR CHURCH AT 763^W AVAALON / 164 S. School ST.</u>
<input type="checkbox"/> Variance	
<input type="checkbox"/> Expansion of Extension of a Nonconforming Use	
<input checked="" type="checkbox"/> Zoning Ordinance Map Amendment <u>ZONE CHANGE</u>	<u>FROM C-2 TO C-1 To ACCOMADATE CHURCH</u>

SITE INFORMATION:

Location: NW COR NW 4 NE 4 Quarter: 26 Section: 26 Township: 2N Range: 1W Total Acres: 1.292
 Subdivision Name: N/A Lot(s): N/A Block(s): N/A
 Site Address: 763 W AVAALON / 164 S. School ST. Tax Parcel Number(s): S-1326120716

Please make sure to include **all** parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: TIMOTHY W. GORDON
 Address: 1206 N. BLACK CAT RD. City: KUNA State: ID Zip: 83634

CONTACT PERSON (Mail recipient and person to call with questions):

Name: TIM GORDON / DAVE GRONBECK Business (if applicable): _____
 Address: 1206 N. BLACK CAT RD. City: KUNA State: ID Zip: 83634
 Fax: 208 922-4033 Phone: _____ Cell: TIM GORDON 208-941-5603
DAVE GRONBECK 208-861-6664

OFFICE USE ONLY			
File No.:	Received By:	Date:	Stamped:

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
PATEL NATU	PATEL SHARDA	784 W BURY ST	KUNA, ID 83634-0000
BIGELOW RAYMOND	BIGELOW DONNA	742 W BURY ST	KUNA, ID 83634-0000
BOWLES PAUL	WARD SELINA M	289 S ALLIE AVE	KUNA, ID 83634-0000
TONY CHAD C	JENNINGS BRENDA L	286 S ALLIE AVE	KUNA, ID 83634-0000
BUTTS RENNIE R		712 W BURY ST	KUNA, ID 83634-0000
BRECKENBURY HOA		715 BURY ST	KUN, ID 83634-0000
REYNOLDS CHRISTOPHER R	REYNOLDS HOLLY	770 W BURY ST	KUNA, ID 83634-0000
MARTELL JEANNY		758 W BURY ST	KUNA, ID 83634-0000
JENSEN SHARINA E	JENSEN JAMES D	726 W BURY ST	KUNA, ID 83634-0000
BRECKENBURY HOA		715 BURY ST	KUN, ID 83634-0000
CITY OF KUNA		PO BOX 13	KUNA, ID 83634-0013
CITY OF KUNA		PO BOX 13	KUNA, ID 83634-0013
HINZ DONALD E	HINZ ELEANOR M	PO BOX 361	IDAHO CITY, ID 83631-0361
BRASWELL ROBERT B	BRASWELL LINDA K	710 W AVALON ST	KUNA, ID 83634-2216
VAN DYKE JOHN		1930 E CAPITOL AVE # 310	BISMARCK, ND 58501-0000
CITY OF KUNA		PO BOX 13	KUNA, ID 83634-0013
TODD TROY	TODD VICKI J	958 W AVALON ST	KUNA, ID 83634-0000
RAMOS-VALDIVIA VINCENTE	GONZALES-RAMOS TABITHA	775 W OWYHEE ST	KUNA, ID 83634-0000
FLOURNOY DONALD	FLOURNOY CHERYL LYNN	881 W OWYHEE ST	KUNA, ID 83634-0000
WALDEMAR SUNDI R		930 W AVALON ST	KUNA, ID 83634-0000
TODD TROY V		958 W AVALON ST	KUNA, ID 83634-0000
GASKELL DOUGLAS D	GASKELL ELEANOR N	4666 S MCDERMTT RD	NAMPA, ID 83687-0000
PETER HARRIS CONSTRUCTION INC		6951 N DUNCAN LN	BOISE, ID 83714-0000
BANKOS JUDITH E	GROLLER JOHN	166 N SCHOOL AVE	KUNA, ID 83634-0000
PIERCE JACQUELYN R	PIERCE MATTHEW D	723 W OWYHEE ST	KUNA, ID 83634-0000
MILLER TARA LYNN		927 W OWYHEE ST	KUNA, ID 83634-0000
BOISE PROJECT BOARD OF CONTROL INC		2465 OVERLAND RD	BOISE, ID 83705-3173
MOUNTAIN WEST IRA INC FBO TIMOTHY SEVIG		10096 W FAIRVIEW AVE STE 160	BOISE, ID 83704-0000
ADA DISTRIBUTING INC		471 N CURTIS RD	BOISE, ID 83706-1439
KELLER FAMILY TRUST	KELLER ENTERPRISES LLC	2049 WHITE PINE LN	BOISE, ID 83706-0000
PETER HARRIS CONSTRUCTION INC		6951 N DUNCAN LN	BOISE, ID 83714-0000
PETER HARRIS CONSTRUCTION INC		6951 N DUNCAN LN	BOISE, ID 83714-0000
WALSH SHANE A		736 W AVALON ST	KUNA, ID 83634-0000

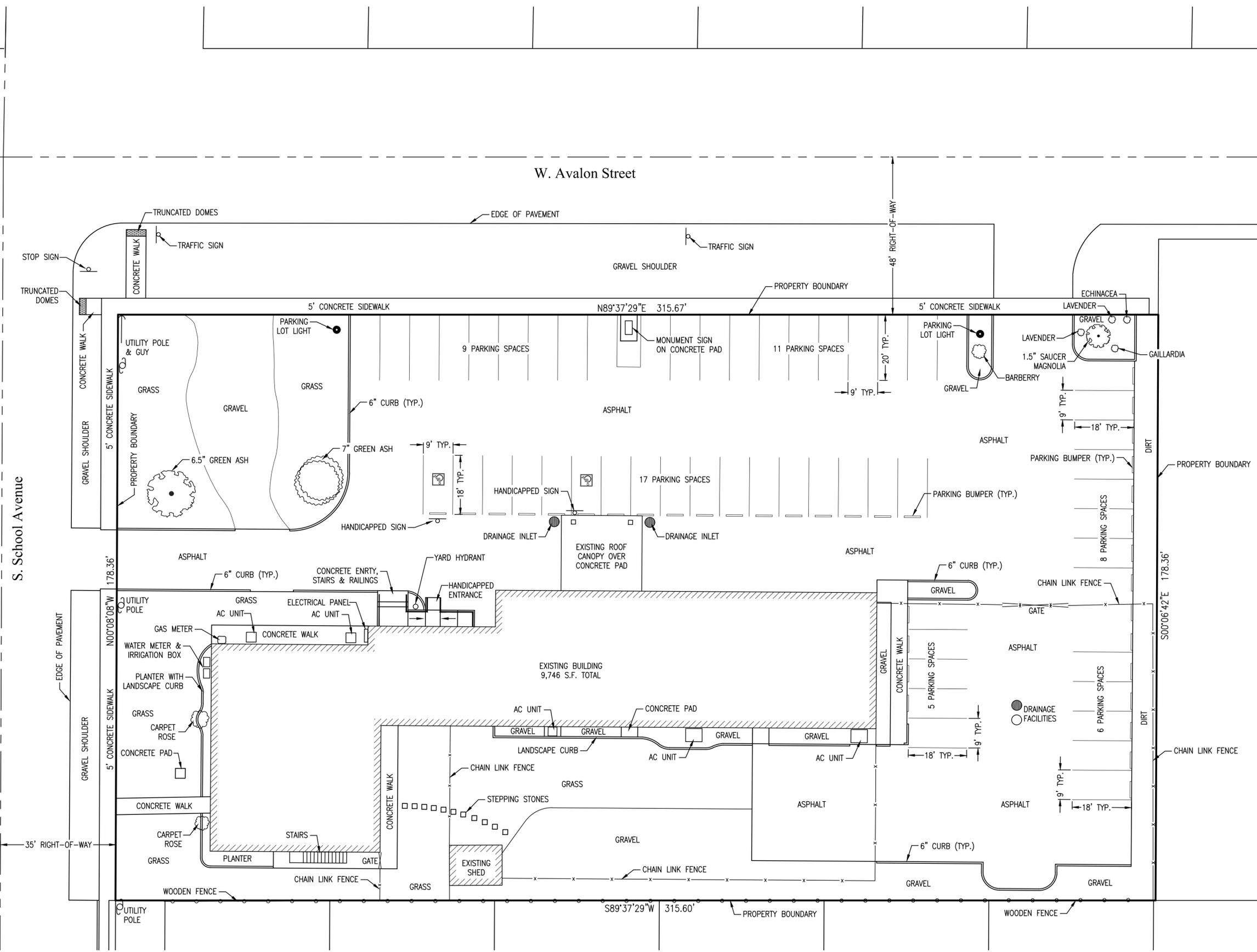
CHURCH LOUISE	780 W AVALON ST	KUNA, ID 83634-0000
BOISE PROJECT BOARD OF CONTROL INC	USA (BUREAU OF RECLAMA 2465 OVERLAND RD	BOISE, ID 83705-3173
SNOW SALLY H	HIRSCHBURG PETER L JR 471 N CURTIS RD	BOISE, ID 83706-0000
KLAUZER JAMES	KLAUZER LYN K 341 SNOWMOODY WAY	ONTARIO, OR 97914-8423
HARNEY DAWN	960 W OWYHEE AVE	KUNA, ID 83634-2204
BROWNING DAVID J	BROWNING LEONA M 6631 LOLA LN	NAMPA, ID 83686-0000
SCHMID PETER	SCHMID MARGARET PO BOX 4469	HAILEY, ID 83333-0000
PLATEAU VILLAGE HOA INC	713 W GINA DR	KUNA, ID 83634-2346
MORRISON BUDDY L	MORRISON JESSICA L 758 W GINA DR	KUNA, ID 83634-0000
PRICE KEVIN	PRICE VICTORIA 722 W GINA DR	KUNA, ID 83634-0000
MESSMER PROPERTIES LLC	PO BOX 361	KUNA, ID 83634-0000
MESSMER JOHN	PO BOX 361	KUNA, ID 83634-0361
PLATEAU VILLAGE HOA INC	713 W GINA DR	KUNA, ID 83634-2346
CORONA JOSE LUIS	782 W GINA DR	KUNA, ID 83634-0000
BAEZA AGAPITO	BAEZA JOSEFA TORRES 742 W GINA DR	KUNA, ID 83634-0000
CONTRERAS AGUSTIN C	730 W GINA DR	KUNA, ID 83634-0000
THORNTON LAYNE	THORNTON LORI 3224 S SWAN FALLS RD	KUNA, ID 83634-1732
OEHLER WILLIAM D	OEHLER JEAN C 221 S ALLIE AVE	KUNA, ID 83634-0000
BARRIA ANDRES	BARRIA TAMRA M 237 S ALLIE AVE	KUNA, ID 83634-0000
STITES DARLENE R	261 S ALLIE AVE	KUNA, ID 83634-0000
BURDGE JULIA R	3164 W WOODBROOK PL	BOISE, ID 83706-0000
PLATEAU VILLAGE HOA INC	713 W GINA DR	KUNA, ID 83634-2346
LINSENMANN JOYCE K	LINSENMANN NATHAN WIL 1663 N BUCKLER WAY	MERIDIAN, ID 83634-0000
BAIRD WILLIAM	BAIRD CARLA 1751 HILL RD S	MELBA, ID 83641-0000
ESCARENO ENRIQUE	ESCARENO PATRICIA MONT 248 S ALLIE AVE	KUNA, ID 83634-0000
MITCHELL RENA S	1730 W QUIN RD TRLR 421	POCATELLO, ID 83202-2815
MAUCK LORI A	743 W GINA DR	KUNA, ID 83634-0000
PETTIT SUSAN A	PETTIT-FICKEL WESLEY A 713 W GINA DR	KUNA, ID 83634-0000
STARK CHARLOTTE M	249 S ALLIE AVE	KUNA, ID 83634-0000
LEDESMA CONTRERAS FANI T	LEDESMA CONTRERAS CARI 1318 OWYHEE ST	KUNA, ID 83634-0000
KESTER CECIL L	785 W GINA DR	KUNA, ID 83634-2346
CONPAZ GINA LLC	PO BOX 444	KUNA, ID 83634-0000
BYLINSKY DARLA LIVING TRUST	BYLINSKY MARK TRUSTEE 3027 W 2ND ST	ODESSA, TX 79763-0000
MESSMER PROPERTIES LLC	MESSMER JOHN E PO BOX 361	KUNA, ID 83634-0000

CITY OF KUNA
SHORT JAMES E JR
GORDON TIMOTHY

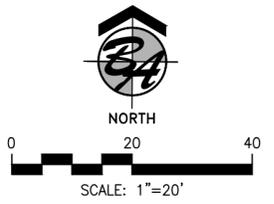
SHORT SANDRA
GORDON BELINDA S

PO BOX 13
1543 W 4TH ST
PO BOX 236

KUNA, ID 83634-0013
KUNA, ID 83634-1858
KUNA, ID 83634-0000



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381



TOTAL LOT AREA	1.29 AC	56,596 S.F.
TOTAL BUILDING AREA		9,746 S.F.
PARKING SPACE TABULATION		
PARKING SPACES PROVIDED	56	
HANDICAPPED PARKING SPACES PROVIDED	2	

Site & Landscape Plan For:
Avalon Suites
763 W. Avalon Street
A PARCEL OF LAND SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.
DATE: JULY 31, 2019
SURVEY BY: K.A. CRAWFORD
DRAWN BY: K.M. KETTELLE
JOB NUMBER: GT13



KUNA

Planning & Zoning

Timothy Gordon

P.O. Box 236
Kuna, ID 83634
208.941.5603

Nick Lacross

5505 W Franklin Rd
Boise, ID 83705
208.343.3381

nplacross@baengineers.com

Completeness Letter

19-05-ZC and 19-04-SUP 763 W. Avalon Church (APN# S1326120716)

Dear Property Owner:

On *October 1, 2019*, Kuna's planning and zoning staff completed the review of the submitted application for the **Tim Gordon Rezone**. This letter is to notify you the City will consider the application complete, subject to the following fees being sent to the City. The date for your public hearing with our Commission is tentatively scheduled for **November 26, 2019**, here at City hall at 6:00 pm.

The following application fees have been submitted:

Planning and Zoning Department:

Rezone Review: **\$1,100.00** (Received 7.31.2019)

Special Use Permit: **\$800.00** (Received 8.5.2019)

Engineering Fees:

Rezone Review: **\$50.00** (Received 7.31.2019)

Total Fees Due: \$0.00

The site must be posted for the public hearing on or before November 15, 2019, with a 4' X 4' sign, following the guidelines listed in KCC 5-1A-8. The signs must all be on an **ALL – WEATHER**, rigid surfaces and shall be viewable from both drive directions (sign must be perpendicular to the road).

The posting must be photographed and a statement confirming the posting must be *notarized* and sent in to our office within seven days of the site posting. The signs must be removed within 3 days after the hearing is held.

If you have any questions regarding this information, please contact me at 922.5274 or by e-mail at Dhanson@Kunaid.gov.

Respectfully,

Doug Hanson
Planner I
Kuna Planning and Zoning Department

Cc: Wendy Howell, Director of Planning Services



Timothy Gordon
P.O. Box 236
Kuna, ID 83634
208.941.5603

Nick Lacross
5505 W Franklin Rd
Boise, ID 83705
208.343.3381
nplacross@baengineers.com

Completeness Letter (Revised)

19-05-ZC and 19-04-SUP 763 W. Avalon Church (APN# S1326120716)

Dear Property Owner:

On *October 1, 2019*, Kuna's planning and zoning staff completed the review of the submitted application for the **Tim Gordon Rezone**. This letter is to notify you the City will consider the application complete, subject to the following fees being sent to the City. The date for your public hearing with our Commission is tentatively scheduled for **December 10, 2019**, here at City hall at 6:00 pm.

The following application fees have been submitted:

Planning and Zoning Department:
Rezone Review: **\$1,100.00** (Received 7.31.2019)

Special Use Permit: **\$800.00** (Received 8.5.2019)

Engineering Fees:
Rezone Review: **\$50.00** (Received 7.31.2019)

Total Fees Due: \$0.00

The site must be posted for the public hearing on or before November 29, 2019, with a 4' X 4' sign, following the guidelines listed in KCC 5-1A-8. The signs must all be on an **ALL – WEATHER**, rigid surfaces and shall be viewable from both drive directions (sign must be perpendicular to the road).

The posting must be photographed and a statement confirming the posting must be *notarized* and sent in to our office within seven days of the site posting. The signs must be removed within 3 days after the hearing is held.

If you have any questions regarding this information, please contact me at 922.5274 or by e-mail at Dhanson@Kunaid.gov.

Respectfully,

Doug Hanson
Planner I
Kuna Planning and Zoning Department

Cc: Wendy Howell, Director of Planning Services

Money/Debt Receipt

A-1182/1183 T-46806/46808/46803/46816

RECEIPT DATE 7.7.31.2019 No. 561745

RECEIVED FROM B3/A Engineers \$ 1,150.00

One Thousand One Hundred Fifty and 00/100 DOLLARS

FOR RENT
 FOR Rezone 763 W Avalon Avalon

ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT	<u>426.00</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY [Signature] 3-11

RECEIPT DATE _____ No. 561746

RECEIVED FROM _____ \$ _____

_____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY _____ 3-11

RECEIPT DATE _____ No. 561747

RECEIVED FROM _____ \$ _____

_____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY _____ 3-11

RECEIPT DATE _____ No. 561748

RECEIVED FROM _____ \$ _____

_____ DOLLARS

FOR RENT
 FOR _____

ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT		<input type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	

BY _____ 3-11

RECEIPT DATE _____ No. **561747**

RECEIVED FROM Tim Gordon \$ **800.00**

Eight hundred and ^{00/100} DOLLARS

FOR RENT
 FOR Special Use Permit - 763 W Avalon

ACCOUNT		<input type="radio"/> CASH	FROM _____ TO _____
PAYMENT	<u>1532</u>	<input checked="" type="radio"/> CHECK	
BAL. DUE		<input type="radio"/> MONEY ORDER	
		<input type="radio"/> CREDIT CARD	BY _____

3-11

TIMOTHY W GORDON
 BELINDA S GORDON
 AVALON SUITES
 PO BOX 236
 1206 N. BLACK CAT ROAD
 KUNA, ID 83634

93-0168/0929 No. **1532**

DATE 8/5/2019 PMP

Pay to the order of City of Kuna \$ **800.⁰⁰/₁₀₀**

Eight Hundred and ^{00/100} DOLLARS

FIRST INTERSTATE BANK
763 W. Avalon
SUP Application Timothy W. Gordon NP

Heat Reactive Ink

© 2011 FIRST INTERSTATE BANK



City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Agency Transmittal

October 1, 2019

Notice is hereby given by the City of Kuna the following actions are under consideration:

FILE NUMBER:	19-05-ZC, (Rezone) and 19-04-SUP (Special Use Permit) – 763 W Avalon Rezone (Church).
PROJECT DESCRIPTION	Applicant requests approval to rezone approximately 1.29 ac. in Kuna City from the current C-2. (Area Commercial) zone to the C-1 (Neighborhood Commercial) zone. Applicant also seeks a Special Use Permit to use the existing building (9,746 square feet) as a church. (APN: S1326120716)
SITE LOCATION	763 W. Avalon St., Kuna, Idaho 83634.
APPLICANT	<i>Nick Lacross</i> 5505 W Franklin Rd Boise, ID 83705 208.343.3381
SCHEDULED HEARING DATE	Tuesday, November 26, 2019. 6:00 P.M.
STAFF CONTACT	Doug Hanson Dhanson@Kunald.Gov Phone: 922.5274 Fax: 922.5989

We have enclosed information to assist you with your consideration and response. ***No response within 15 business days will indicate you have no objection or comments for this project.*** We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634. Please contact staff with questions. ***If your agency needs different plans or paper copies to review, notify our office know and we will send them. Please notify our office who future packets should be sent to, included their email as well.*** If your agency needs additional time for review, please let our office know ASAP.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

REZONE & SPECIAL USE PERMIT REVIEW MEMORANDUM

Date: 4 October 2019
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Avalon Suites Rezone 19-05-ZC & 19-04-SUP

The Avalon Suites Rezone 19-05-ZC & 19-04-SUP request dated 30 July 2019 has been reviewed. A site plan of the existing facility was provided. The following narrative is limited to the rezone and Special Use Permit request as applicable to public works infrastructure.

1. General

- a. This property is already a working component within the City of Kuna. Neither the rezone nor the special use request will modify the current use sufficiently to place an additional burden on City services. Substituting an office complex with a church results with a no net change regarding utility use and system demands.
- b. The City reserves the right of prior approval to all agreements involving the applicant, successors & assigns and the irrigation or drainage district related to the property of this application and any attempt to abandon surface water rights.
- c. Neighborhood commercial district (C-1): The purpose of the C-1 district is to accommodate a wide variety of low impact commercial activities to meet the daily needs of nearby neighborhood residents.
- d. The modified use of this property will increase traffic movements during weekends and potentially reduces traffic movements during the week. The modified traffic movements will be minimal and should not impact the community.

2. Inspection Fees

- a. No Public Works inspection fees should be generated as a result of this rezone and SUP.

3. Right-of-Way

- a. Sufficient Right of Way exists to support the proposed use.

4. Sanitary Sewer & Potable Water

- a. Avalon Suites is connected to City services. Additional services should not be necessary.

5. Property Description

- a. The applicant provided a site plan and a cover letter.
- b. A vicinity map and an aerial photo were also provided.
- c. This information is sufficient for the listed request.

6. Recommendation

- a. Approve rezone
- b. Approve SUP

Doug Hanson

From: Bob Bachman
Sent: Wednesday, January 22, 2020 2:13 PM
To: Doug Hanson
Subject: RE: 763 W Avalon Street Lights

I am fine with the location but would like to see a double head on those, that way one is going to the walking path and the other is over the parking lot.

Bob Bachman

Public Works Director
City of Kuna
986-200-3153
bbachman@kunaid.gov

From: Doug Hanson
Sent: Wednesday, January 22, 2020 11:59 AM
To: Bob Bachman <bbachman@kunaid.gov>
Subject: 763 W Avalon Street Lights

Bob,

Attached is a site plan of 763 W Avalon showing existing streetlight locations as well as locations for additional lighting along School Ave.

Please let me know if those locations look good or you'd like to move/add the lighting locations.

I will recommend the condition that additional street lighting be added on School Ave and that staff will work with the applicant to determine the specific locations in my staff report.

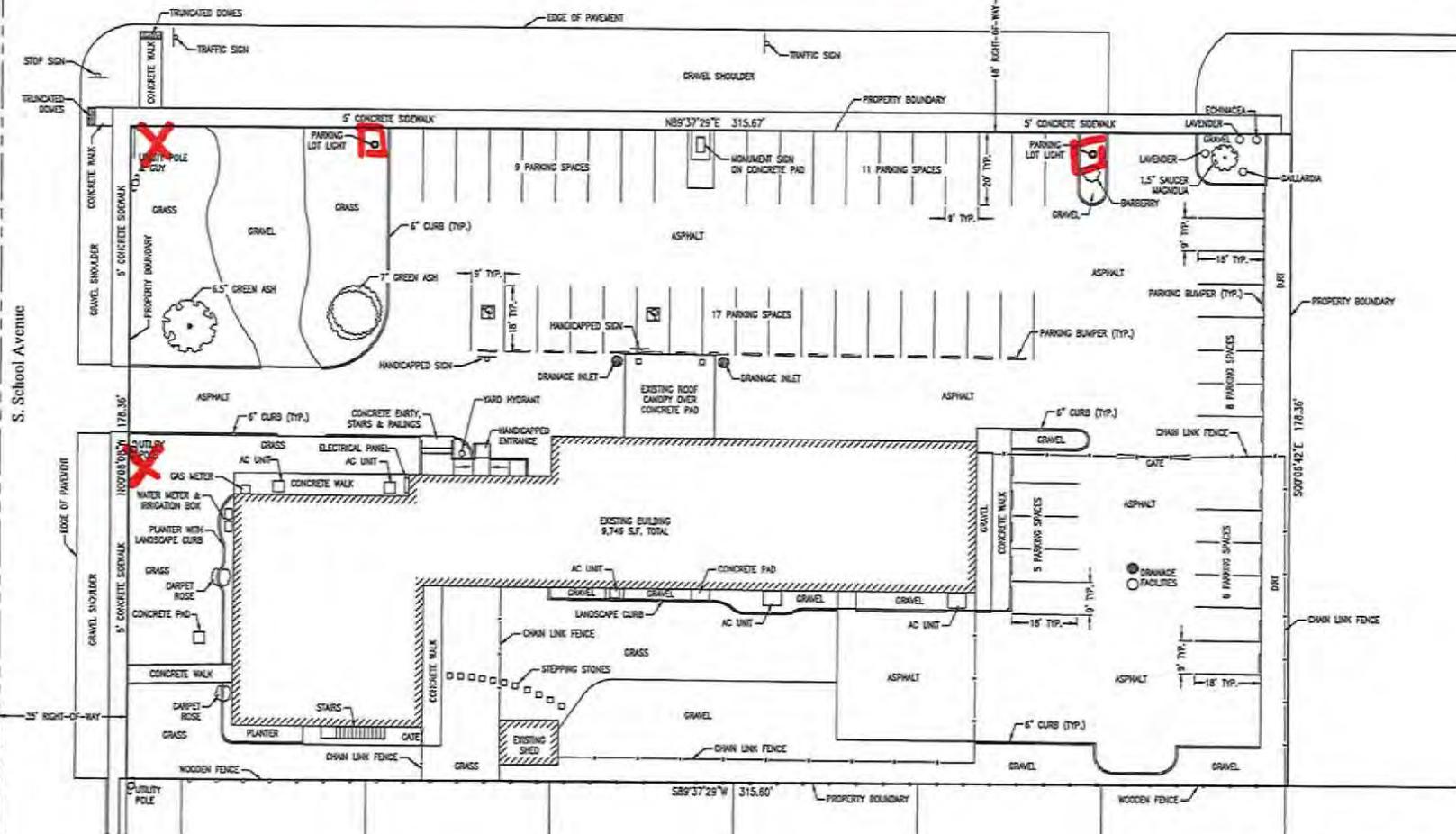
Thanks,

Doug Hanson
Planner 1
City of Kuna
751 W 4th St
Kuna, ID 83634

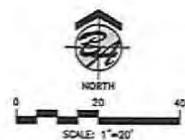
X PROPOSED STREET LIGHT LOCATIONS
□ EXISTING LIGHTS

W. Avalon Street

S. School Avenue



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 837105
 (208) 343-3381



TOTAL LOT AREA	1.23 AC	56,556 S.F.
TOTAL BUILDING AREA		9,746 S.F.
PARKING SPACE TABULATION		
PARKING SPACES PROVIDED		56
HANDICAPPED PARKING SPACES PROVIDED		2

Site & Landscape Plan For:
Avalon Suites
 763 W. Avalon Street

A PARCEL OF LAND SITUATE IN A PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF ALMA, ADA COUNTY, IDAHO.

DATE: JULY 31, 2019
 SURVEY BY: K.A. GRANFORD
 DRAWN BY: K.A. KETTLE
 JOB NUMBER: 0713

CLINTON C. PLINE
CHAIRMAN OF THE BOARD

RON PLATT
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2485 OVERLAND ROAD
BOISE, IDAHO 83705-3155

RECEIVED

OCT 04 2019

CITY OF KUNA

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

02 October 2019

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

RE: Nick Lacross
763 W Avalon St. Kuna 83634
Boise-Kuna Irrigation District
South Railroad Lateral 190+70
Sec. 26, T2N, R1W, BM.

19-05-ZC, 19-04-SUP

BK-1401

Doug Hanson, Planner:

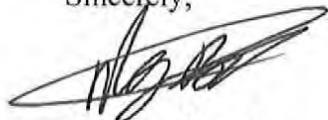
Boise Project has no concerns with this application with the following being noted:

There are no Boise Project facilities located on the above-mentioned property, however it does in fact possess a valid water right.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Thomas Ritthaler
Management / GIS

tbr/tr

cc: Ray Moore
Lauren Boehlke
File

Watermaster, Div; 3 BPBC
Secretary – Treasurer, BKID



STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, ID 83706 • (208) 373-0550

Brad Little, Governor
John H. Tippetts, Director

October 21, 2019

Doug Hanson – City of Kuna
P.O. Box 13
Kuna, Idaho 83634

RE: 19-05-ZC and 19-04-SUP for 763 W. Avalon St. Kuna, ID,

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: deq.idaho.gov/assistance-resources/environmental-guide-for-local-govts.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

All property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

DEQ recommends the city/county require the development and submittal of a dust prevention and control plan prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

Information on fugitive dust control plans can be found at:

http://www.deq.idaho.gov/media/61833-dust_control_plan.pdf

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

For questions, contact David Luft, Air Quality Manager, at 373-0550.

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval.

Response to Request for Comment

October 21, 2019

Page 2

Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.

- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact our office at (208) 373-0550.

3. Drinking Water

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.

All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: deq.idaho.gov/water-quality/drinking-water.aspx). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for

Response to Request for Comment

October 21, 2019

Page 3

protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact our office at (208) 373-0550.

4. Surface Water

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at:
<http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules

Response to Request for Comment

October 21, 2019

Page 4

and Regulations for the Prevention of Air Pollution.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

For questions, contact Albert Crawshaw, Waste & Remediation Manager, at (208) 373-0550.

6. Additional Notes

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,



Aaron Scheff
Regional Administrator
Boise Regional Office

cc: CM#2019AEK196

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

October 4, 2019

Doug Hanson, Planner I
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RECEIVED
OCT 15 2019
CITY OF KUNA

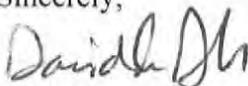
RE: 19-05-ZC & 19-04-SUP/ 763 W. Avalon Rezone

Dear Doug:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Thomas Ritthaler, Boise Project- Board of Control, at 208-344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,



David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ gnf

Cc:

Office/ file
T. Ritthaler, Board of Control



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
 PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
 Phone (208) 922-5274 • Fax: (208) 922-5989
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **Planning and Zoning Commission** is scheduled to hold a public hearing on **December 10, 2019**, beginning at **6:00 pm** on the following case:

A request from B&A Engineers to rezone approximately 1.29 acres in Kuna City from the current C-2 (Area Commercial) zone to the C-1 (Neighborhood Commercial) zone. Additionally, the applicant seeks a Special Use Permit to use the existing building as a church. The subject site is located at 763 W. Avalon Road, Kuna, ID 83634 (APN: S1326120716).

The hearing will be held at **6:00 PM** in the **Council Chambers at City Hall** located at **751 W. 4th Street, Kuna, Idaho**.

You are invited to provide oral or written comments. Written testimony received by the close of business on **December 3, 2019** will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions (must submit eight (8) copies) will be presented to the governing body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person. Mail written comments to PO Box 13, Kuna, ID 83634 or hand deliver them to City Hall.

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.



MAILED 11/14/19

Suggestions For Testifying at the Public Hearing:

Be informed . . .

Review the proposal, staff report, applicable provisions of the ordinance, comprehensive plan and Idaho State Code (Title 67, Chapter 65).

All items pertaining to the application can be found the Friday prior to the hearing at <http://kunacity.id.gov/240/Agendas-and-Meeting-Minutes>.

Be on time . . .

Although the item you are interested in may not be first on the agenda, you never know when it will be heard. The governing body has authority to adjust the schedule according to its discretion. Thus, anticipate attending from the beginning.

Speak to the point . . .

The governing body appreciates pertinent, well organized, factual and concise comments. Redundant testimony is prohibited. **The developer or their representative is given 10 minutes to present their project. Others wishing to testify are given three (3) minutes. The developer (or their representative) is given additional time for rebuttal to address issues raised during public testimony.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group. The group representative will receive 10 minutes to make comments.

If you don't wish to speak, write . . .

Written testimony submitted one (1) week prior to the hearing will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions must submit eight (8) copies, which will be presented to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision.

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
ADA DISTRIBUTING INC		471 N CURTIS RD	BOISE, ID 83706-1439
BAEZA AGAPITO	BAEZA JOSEFA TORRES	742 W GINA DR	KUNA, ID 83634-0000
BANKOS JUDITH E	GROLLER JOHN	166 N SCHOOL AVE	KUNA, ID 83634-0000
BARRIA ANDRES	BARRIA TAMRA M	237 S ALLIE AVE	KUNA, ID 83634-0000
BOISE PROJECT BOARD OF CONTROL INC	USA (BUREAU OF RECLAMATION)	2465 OVERLAND RD	BOISE, ID 83705-3173
BRASWELL ROBERT B	BRASWELL LINDA K	710 W AVALON ST	KUNA, ID 83634-2216
BRECKENBURY HOA		715 BURY ST	KUN, ID 83634-0000
BROWNING DAVID J	BROWNING LEONA M	6631 LOLA LN	NAMPA, ID 83686-0000
BURDGE JULIA R		3164 W WOODBROOK PL	BOISE, ID 83706-0000
BYLINSKY DARLA LIVING TRUST	BYLINSKY MARK TRUSTEE	3027 W 2ND ST	ODESSA, TX 79763-0000
CHURCH LOUISE		780 W AVALON ST	KUNA, ID 83634-0000
CONPAZ GINA LLC		PO BOX 444	KUNA, ID 83634-0000
CONTRERAS AGUSTIN C		1009 E KUNA RD APT 109	KUNA, ID 83634-0000
CORONA JOSE LUIS		782 W GINA DR	KUNA, ID 83634-0000
GORDON TIMOTHY	GORDON BELINDA S	PO BOX 236	KUNA, ID 83634-0000
HINZ DONALD E	HINZ ELEANOR M	PO BOX 361	IDAHO CITY, ID 83631-0361
KELLER KUNA L P		2049 S WHITE PINE LN	BOISE, ID 83706-0000
KESTER CECIL L		785 W GINA DR	KUNA, ID 83634-2346
LEDESMA CONTRERAS FANI T	LEDESMA CONTRERAS CARMEN PAULINA	1318 OWYHEE ST	KUNA, ID 83634-0000
LINSENMANN JOYCE K	LINSENMANN NATHAN WILLIAM	1663 N BUCKLER WAY	MERIDIAN, ID 83634-0000
MAUCK LORI A		743 W GINA DR	KUNA, ID 83634-0000
MESSMER JOHN		PO BOX 361	KUNA, ID 83634-0361
MORRISON BUDDY L	MORRISON JESSICA L	758 W GINA DR	KUNA, ID 83634-0000
OEHLER WILLIAM D	OEHLER JEAN C	221 S ALLIE AVE	KUNA, ID 83634-0000
PETER HARRIS CONSTRUCTION INC		6951 N DUNCAN LN	BOISE, ID 83714-0000
PETTIT SUSAN A	PETTIT-FICKEL WESLEY A	713 W GINA DR	KUNA, ID 83634-0000
PIERCE JACQUELYN R	PIERCE MATTHEW D	723 W OWYHEE ST	KUNA, ID 83634-0000
PLATEAU VILLAGE HOA INC		713 W GINA DR	KUNA, ID 83634-2346
PRICE KEVIN	PRICE VICTORIA	722 W GINA DR	KUNA, ID 83634-0000
RAMOS-VALDIVIA VINCENTE	GONZALES-RAMOS TABITHA	775 W OWYHEE ST	KUNA, ID 83634-0000
SCHMID PETER	SCHMID MARGARET	PO BOX 4469	HAILEY, ID 83333-0000
SCOTT GROUP LLC		1110 E EAGLEWOOD DR # 2	NORTH SALT LAKE CITY, UT 84054-0000
SHORT JAMES E JR	SHORT SANDRA	1543 W 4TH ST	KUNA, ID 83634-1858
THORNTON LAYNE	THORNTON LORI	3224 S SWAN FALLS RD	KUNA, ID 83634-1732
WALDEMAR SUNDI R		930 W AVALON ST	KUNA, ID 83634-0000
WALSH SHANE A		736 W AVALON ST	KUNA, ID 83634-0000



CITY OF KUNA

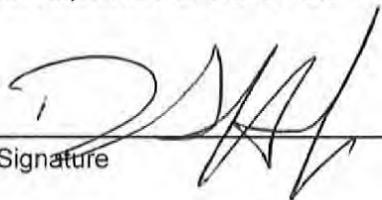
PLANNING & ZONING DEPARTMENT

P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

CERTIFICATE OF MAILING

Date: 11/14/2019
To: 300' Property Owners Other _____
Planner: Doug Hanson, Planner I
Case Name: 19-05-ZC and 19-04-SUP West Avalon Church Rezone

I HEREBY CERTIFY that on this 14th day of November, 2019, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.



Signature



Attest

IDAHO PRESS-TRIBUNE
EMMETT MERIDIAN KUNA BOISE WKLY
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2321

ORDER CONFIRMATION

Salesperson: LEGALS Printed at 11/18/19 07:42 by sje14

Acct #: 345222 Ad #: 1967593 Status: New WHOLD

1 KUNA, CITY OF Start: 11/20/2019 Stop: 11/20/2019
P.O. BOX 13 Times Ord: 1 Times Run: ***
KUNA ID 83634 LEG 1.00 X 67.00 Words: 264
Total LEG 67.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 54.58
Affidavits: 1

Contact: CHRIS ENGLER Ad Descrpt: 19-05-ZC & 19-04-SUP
Phone: (208)387-7727 Given by: DOUG HANSON
Fax#: P.O. #:
Email: awelker@kunaaid.gov; gsmith@k Created: sje14 11/18/19 07:40
Agency: Last Changed: sje14 11/18/19 07:42

PUB ZONE EDT TP RUN DATES
KMN A 96 S 11/20

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

DOUGLAS HANSON Name (print or type)
 Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS-TRIBUNE
 EMMETT MERIDIAN KUNA BOISE WKLY
 C/O ISJ PAYMENT PROCESSING CENTER
 PO BOX 1570
 POCATELLO ID 83204
 (208)467-9251
 Fax (208)475-2321

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 11/18/19 07:42 by sje14

Acct #: 345222

Ad #: 1967593

Status: New WHOLD WH

LEGAL NOTICE

Case # 19-05-ZC
 (Rezone) and 19-04-SUP
 (Special Use Permit)

NOTICE IS HEREBY GIVEN, the Kuna Planning and Zoning Commission will hold a public hearing, Tuesday December 10, 2019, at 6:00 pm, or as soon as can be heard at Kuna City Hall, 751 W. 4th Street, Kuna, ID; in connection with a request from B&A Engineers to rezone approximately 1.29 acres in Kuna City from the current C-2 (Area Commercial) zone to the C-1 (Neighborhood Commercial) zone. Additionally, the applicant seeks a Special Use Permit to use the existing building as a church. This parcel is located at 763 West Avalon Road, Kuna, Idaho (APN #: S1326120716).

The public is invited to present written or oral comments. Written testimony received by the close of business on December 3, 2019 will be included in the packets distributed to the governing body. Late submissions (must include eight (8) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning
 Department

November 20, 2019
 1967593

345222 1967593

1 KUNA, CITY OF

P.O. BOX 13
KUNA ID 83634

AFFIDAVIT OF PUBLICATION
STATE OF IDAHO)

)SS.
County of Ada)

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the City of Kuna, in the County of Ada, State of Idaho; that the said newspaper is in general circulation in the said County of Ada, and in the vicinity of Kuna and Melba, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

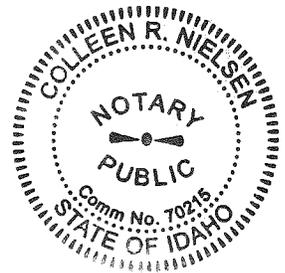
That said notice was published the following:
11/20/2019

Sharon Jessen
STATE OF IDAHO)

County of Canyon)

On this 21st day of November in the year of 2019 before me a Notary Public, personally appeared Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen R. Nielsen
Notary Public for Idaho
Residing at Canyon County
My Commission expires 06/28/2023



LEGAL NOTICE

Case # 19-05-ZC (Rezone) and 19-04-SUP (Special Use Permit)

NOTICE IS HEREBY GIVEN, the Kuna Planning and Zoning Commission will hold a public hearing, Tuesday December 10, 2019, at 6:00 pm, or as soon as can be heard at Kuna City Hall, 751 W. 4th Street, Kuna, ID; in connection with a request from B&A Engineers to rezone approximately 1.29 acres in Kuna City from the current C-2 (Area Commercial) zone to the C-1 (Neighborhood Commercial) zone. Additionally, the applicant seeks a Special Use Permit to use the existing building as a church. This parcel is located at 763 West Avalon Road, Kuna, Idaho (APN #: S1326120716).

The public is invited to present written or oral comments. Written testimony received by the close of business on December 3, 2019 will be included in the packets distributed to the governing body. Late submissions (must include eight (8) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall, 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 822-5274.

Kuna Planning & Zoning Department
November 20, 2019
1967593

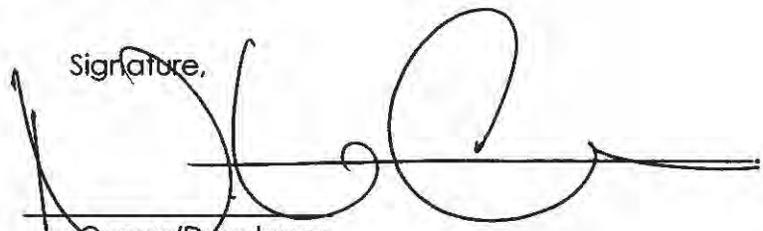


City of Kuna PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for 763 W. Avalon Street
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted 07 January, 2020 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

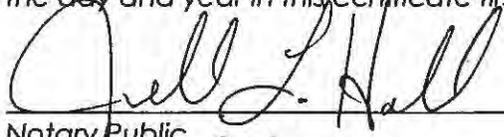
DATED this 10th day of January, 2020.

Signature.

Owner/Developer

STATE OF IDAHO)
County of Ada) : ss
)

On this 10th day of January, 2020, before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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


Notary Public
Residing at Boise
Commission Expires 1-13-2022



01/07/2020

CITY OF KUNA PUBLIC HEARING NOTICE

Kuna Planning and Zoning Commission

When: The City of Kuna will hold a public hearing on January 28, 2019
at 6:00pm at Kuna City Hall - 751 W. 4th Street, Kuna, ID 83634.

Purpose: Re-zone of 1.31 Acres of land to C-1
Special use permit for a Church use.

Property Location: 763 W. Avalon St. Kuna, ID.

Application by: B&A Engineers, Inc.
Case #: 19-05-ZC & 19-04-SUP

CONTACT: Doug Hanson, (208) 922-5274 Fax (208) 922-5989
dhanson@kunaID.gov, with any questions.



01/07/2020

CITY OF KUNA PUBLIC HEARING NOTICE

Kuna Planning and Zoning Commission

When: The City of Kuna will hold a public hearing on January 28, 2019
at 6:00pm at Kuna City Hall - 751 W. 4th Street, Kuna, ID 83634.

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CONTACT: Doug Hanson, (208) 922-5274 Fax (208) 922-5989
dhanson@kunaID.gov, with any questions.

01/07/2020

CITY OF KUNA PUBLIC HEARING NOTICE

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Case #: 19-05-ZC & 19-04-SUP

CONTACT: Doug Hanson, (208) 922-5274 Fax (208) 922-5989
dhanson@kunaID.gov, with any questions.

01/07/2020

CITY OF KUNA PUBLIC HEARING NOTICE

Kuna Planning and Zoning Commission

When: The City of Kuna will hold a public hearing on January 28, 2019
at 6:00pm at Kuna City Hall - 751 W. 4th Street, Kuna, ID 83634.

Purpose: Re-zone of 1.31 Acres of land to C-1
Special use permit for a Church use.

Property Location: 763 W. Avalon St. Kuna, ID.

Application by: B&A Engineers, Inc.
Case #: 19-05-ZC & 19-04-SUP

CONTACT: Doug Hanson, (208) 922-5274 Fax (208) 922-5989
dhanson@kunaID.gov, with any questions.



KUNA

Planning & Zoning

**19-05-ZC (REZONE) &
19-04-SUP (SPECIAL USE PERMIT);**

763 W. AVALON REZONE

WILL NOT BE HEARD THIS EVENING,
PLEASE STAY TO HEAR THE NEXT
HEARING DATE.

PLEASE PROVIDE YOUR NAME AND
ADDRESS IF YOU WISH TO RECEIVE A
COURTESY NOTICE.

COURTESY NOTICES WILL BE MAILED
FOLLOWING TONIGHT'S MEETING.

THANK YOU.



CITY OF KUNA

751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

January 28, 2020 – Planning and Zoning Commission Public Hearing

Case Name: 19-05-ZC (Rezone) & 19-04-SUP (Special Use Permit) – 763 W. Avalon Rezone.

Case Type: B&A Engineers is requesting to rezone approximately 1.29 acres from "C-2" (Area Commercial) to "C-1" (Neighborhood Commercial) zoning district classification, additionally the applicant is seeking special use permit approval to operate a church in the existing building. The subject site is located at 763 W. Avalon St., Kuna, ID 83634 (APN: S1326120716).

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Commission or City Council.

IN FAVOR

IN FAVOR	NEUTRAL	IN OPPOSITION
----------	---------	---------------

Testify **Not Testify**

DAVID GRONBERG
Print Name
1400 E KOIKAWEE LN
Print Address
KUNA ID 83634
City State, Zip

Testify **Not Testify**

RUBEN HERRERA
Print Name
291 E. WHITBECK
Print Address
KUNA ID 83634
City State, Zip

Testify **Not Testify**

Print Name

Print Address

City State, Zip

Testify **Not Testify**

Jeremy Jeans
Print Name
681 E Wild Lilac court
Print Address
kuna ID 83634
City State, Zip

Testify **Not Testify**

Rachelle Herrera
Print Name
291 E Whitbeck St
Print Address
Kuna ID 83634
City State, Zip

Testify **Not Testify**

Print Name

Print Address

City State, Zip

Testify **Not Testify**

CYNTHIA JEANS
Print Name
1953 W. WINDMILL WAY
Print Address
KUNA ID 83634
City State, Zip

Testify **Not Testify**

GARY JEANS
Print Name
1953 W WINDMILL WY
Print Address
KUNA 83634
City State, Zip

Testify **Not Testify**

Print Name

Print Address

City State, Zip

Testify **Not Testify**

Caroline Koga
Print Name
547 W. Rams Hill St
Print Address
Kuna Id 83634
City State, Zip

Testify **Not Testify**

Print Name

Print Address

City State, Zip

Testify **Not Testify**

Print Name

Print Address

City State, Zip



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
 PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
 Phone (208) 922-5274 • Fax: (208) 922-5989
 www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the Kuna City Council is scheduled to hold a public hearing on **March 17, 2020**, beginning at **6:00 pm** on the following case:

A request from B&A Engineers to rezone approximately 1.29 acres in Kuna City from the current C-2 (Area Commercial) zone to the C-1 (Neighborhood Commercial) zone. The subject site is located at 763 W. Avalon Road, Kuna, ID 83634 (APN: S1326120716).

The hearing will be held at **6:00 PM** in the Council Chambers at City Hall located at **751 W. 4th Street, Kuna, Idaho**.

You are invited to provide oral or written comments. Written testimony received by the close of business on **March 10, 2020** will be included in the packet that is distributed to the governing body prior to the hearing. Late submissions (must submit eight (8) copies) will be presented to the governing body at time of the hearing. Please note oral comments made during the public hearing will be restricted to three (3) minutes per person. Mail written comments to PO Box 13, Kuna, ID 83634 or hand deliver them to City Hall.

If you have questions or need special assistance, please contact the Planning and Zoning Division at (208) 922-5274.



MAILED 02/20/20

Ada Distributing Inc
471 N. Curtis Road
Boise, ID 83706

Avalon Mobile Estates LLC
313 N. Main Street
Hailey, ID 83333

Agapito Baeza
Josefa Torres Baeza
742 W. Gina Drive
Kuna, ID 83634

Judith Bankos
John Groller
166 N. School Avenue
Kuna, ID 83634

Andres Barria
Tamra Barria
237 S. Allie Avenue
Kuna, ID 83634

Boise Project Board of Control
2465 Overland Road
Boise, ID 83705

Robert Braswell
Linda Braswell
710 W. Avalon Street
Kuna, ID 83634

Breckenbury HOA
715 Bury Street
Kuna, ID 83634

David Browning
Leona Browning
6631 Lola Lane
Nampa, ID 83686

Julia Burdge
3164 W. Woodbrook Place
Boise, ID 83706

Darla Bylinsky Living Trust
Mark Bylinsky Trustee
725 W. Gina Drive
Kuna, ID 83634

Louise Church
780 W. Avalon Street
Kuna, ID 83634

City of Kuna
PO Box 13
Kuna, ID 83634

Gina Conpaz LLC
PO Box 444
Kuna, ID 83634

Agustin Contreras
1009 E. Kuna Road Apt 109
Kuna, ID 83634

Jose Luis Corona
782 W. Gina Drive
Kuna, ID 83634

Timothy Gordon
Belinda Gordon
PO Box 236
Kuna, ID 83634

Donald Hinz
Eleanor Hinz
PO Box 361
Idaho City, ID 83631

Cecil Kester
785 W. Gina Drive
Kuna, ID 83634

Fani Contreras Ledesma
Carmen Paulina Contreras Ledesma
1318 Owyhee Street
Kuna, ID 83634

Joyce Linsenmann
Nathan William Linsenmann
1663 N. Buckler Way
Meridian, ID 83634

Lori Mauck
743 W. Gina Drive
Kuna, ID 83634

John Messmer
PO Box 361
Kuna, ID 83634

Buddy Morrison
Jessica Morrison
758 W. Gina Drive
Kuna, ID 83634

William Oehler
Jean Oehler
221 S. Allie Avenue
Kuna, ID 83634

Peter Harris Construction Inc
6951 N. Duncan Lane
Boise, ID 83714

Susan Petit
Wesley Petit-Fickel
713 W. Gina Drive
Kuna, ID 83634

Jacquelyn Pierce
Matthew Pierce
723 W. Owyhee Street
Kuna, ID 83634

Plateau Village HOA
713 W. Gina Drive
Kuna, ID 83634

**Kevin Price
Victoria Price
722 W. Gina Drive
Kuna, ID 83634**

**Vincente Ramos-Valdivia
Tabitha Ramos-Gonzales
775 W. Owyhee Street
Kuna, ID 83634**

**Peter Schmid
Margaret Schmid
PO Box 4469
Hailey, ID 83333**

**Scott Group LLC
1110 E. Eaglewood Drive #2
North Salt Lake City, UT 84054**

**James Short
Sandra Short
1543 W. 4th Street
Kuna, ID 83634**

**Layne Thorton
Lori Thorton
3224 S. Swan Falls Road
Kuna, ID 83634**

**Sundi Waldemar
930 W. Avalon Street
Kuna, ID 83634**

**Shane Walsh
736 W. Avalon Street
Kuna, ID 83634**



CITY OF KUNA

PLANNING & ZONING DEPARTMENT

751 West 4th Street
P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

CERTIFICATE OF MAILING

Date: 02/20/2020
To: 300' Property Owners Other _____
Planner: Doug Hanson, Planner I
Case Name: 19-05-ZC West Avalon Church Rezone

I HEREBY CERTIFY that on this 20th day of February, 2020, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.



Signature



Attest

345222 1996474

1 KUNA, CITY OF

P.O. BOX 13
KUNA ID 83634

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Ada

)
)SS.
)

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the City of Kuna, in the County of Ada, State of Idaho; that the said newspaper is in general circulation in the said County of Ada, and in the vicinity of Kuna and Melba, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

That said notice was published the following:
02/26/2020

Sharon Jessen
STATE OF IDAHO)

County of Canyon)
On this 26th day of February in the year of 2020 before me a Notary Public, personally appeared. Sharon Jessen, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Carol Nielsen
Notary Public for Idaho
Residing at Canyon County
My Commission expires 06/28/2023



LEGAL NOTICE
Case # 19-05-ZC (Rezzone)

NOTICE IS HEREBY GIVEN, the Kuna City Council will hold a public hearing, Tuesday March 17, 2020, at 6:00 pm, or as soon as can be heard at Kuna City Hall, 751 W. 4th Street, Kuna, ID; in connection with a request from B&A Engineers to rezone approximately 1.29 acres in Kuna City from the current C-2 (Area Commercial) zone to the C-1 (Neighborhood Commercial) zone. This parcel is located at 763 West Avalon Road, Kuna, Idaho (APN #: S1326120716).

The public is invited to present written or oral comments. Written testimony received by the close of business on March 10, 2020 will be included in the packets distributed to the governing body. Late submissions (must include eight (8) copies) will be presented to the governing body at the time of the hearing. Please mail written comments to PO Box 13, Kuna, ID 83634, or drop them off at City Hall: 751 West 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning Department
February 26, 2020
1996474

IDAHO PRESS-TRIBUNE
EMMETT MERIDIAN KUNA BOISE WKLY
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2321

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 02/20/20 15:18 by sje14

Acct #: 345222 Ad #: 1996474 Status: New CHOLD

1 KUNA, CITY OF Start: 02/26/2020 Stop: 02/26/2020
P.O. BOX 13 Times Ord: 1 Times Run: ***
KUNA ID 83634 LEG 1.00 X 60.00 Words: 241
Total LEG 60.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 49.40
Affidavits: 1

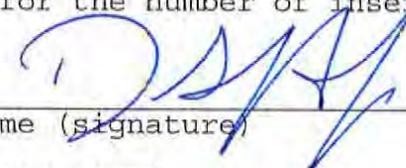
Contact: CHRIS ENGLER Ad Descrpt: 19-05-ZC
Phone: (208)387-7727 Given by: DOUG HANSON
Fax#: P.O. #:
Email: awelker@kunaaid.gov; gsmith@k Created: sje14 02/20/20 15:16
Agency: Last Changed: sje14 02/20/20 15:18

PUB ZONE EDT TP RUN DATES
KMN A 96 S 02/26

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

DOUG HANSON
Name (print or type)


Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS-TRIBUNE
 EMMETT MERIDIAN KUNA BOISE WKLY
 C/O ISJ PAYMENT PROCESSING CENTER
 PO BOX 1570
 POCATELLO ID 83204
 (208)467-9251
 Fax (208)475-2321

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 02/20/20 15:18 by sjel4

 Acct #: 345222

Ad #: 1996474

Status: New CHOLD CHOI

LEGAL NOTICE

Case # 19-05-ZC (Rezone)

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Kuna Planning & Zoning
 Department

February 26, 2020

1996474

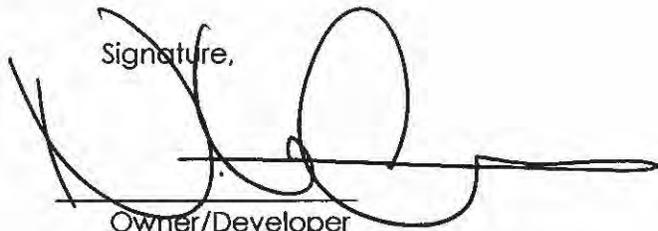


City of Kuna PROOF OF PROPERTY POSTING

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

This notice shall confirm that the Public Hearing Notice for 763 W. Avalon Street
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted Friday, February 21, 2020 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

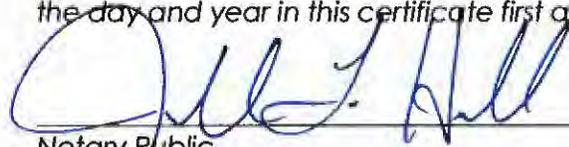
DATED this 21st day of February, 2020.

Signature, 
Owner/Developer

STATE OF IDAHO)
County of Ada) : ss

On this 21st day of February, 2020, before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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


Notary Public
Residing at Boise
Commission Expires 1-13-2022



CITY OF KUNA PUBLIC HEARING NOTICE

Kuna City Council

When: The City of Kuna will hold a public hearing on March 17, 2020
at 6:00pm at Kuna City Hall - 751 W. 4th Street, Kuna, ID 83634.

Purpose: Re-zone of 1.31 Acres of land to C-1
Special use permit for a Church use.

Property Location: 763 W. Avalon St. Kuna, ID.

Application by: B&A Engineers, Inc.
Case #: 19-05-ZC

CONTACT: Doug Hanson, (208) 922-5274 Fax (208) 922-5989
dhanson@kunaID.gov, with any questions.



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CONTACT: Doug Hanson, (208) 922-5274 Fax (208) 922-5989
dhanson@kunaID.gov, with any questions.

CITY OF KUNA

State of Idaho *Proclamation*

2020 FAIR HOUSING MONTH

WHEREAS, April 2020 marks the 52nd anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, equal opportunity for all-regardless of race, color, religion, sex, disability, familial status or national origin-is a fundamental goal of our nation, state, and city; and

WHEREAS, equal access to housing is an important component of this goal-as fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability; and

WHEREAS, housing choice impacts our children’s access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed.

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim April 2020 FAIR HOUSING MONTH in the City of Kuna, Ada County, State of Idaho.



**IN WITNESS WHEREOF,
I set my hand on this the 17th day of March
in the year of two thousand twenty.**

**Joe L. Stear
Mayor of Kuna, Idaho**

**RESOLUTION NO. R23-2020
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **PROVIDING RECITALS AND FINDINGS; AND**
- **PROVIDING FOR FIVE (5) BOARD OF COMMISSIONER SEATS TO THE KUNA URBAN RENEWAL AGENCY AND SETTING THE TERMS OF OFFICE AND APPOINTING COMMISSIONERS TO EACH SEAT; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

The Mayor and City Council of the City of Kuna recite, declare, and find that:

- 1.1 The City Council approved Resolution No. R21-2011 on the 3rd day of April, 2011 (the “Resolution”); and
- 1.2 The Resolution established the Kuna Urban Renewal Agency and provided in Section 6 *“pursuant to Idaho Code § 50-2006 (b), the Mayor is authorized and directed to appoint, with the advice and consent of the City Council, a number of commissioners of the urban renewal agency as allowed by the Law.”*; and
- 1.3 The Mayor designates five (5) seats as the office of Commissioner of the Kuna Urban Renewal Agency as the number of commissioners to be appointed; and
- 1.4 The Mayor appoints, subject to the advice and consent of the City Council as herein provided, the following named persons as commissioners of the Kuna Urban Renewal Agency for the terms herein set forth:

Todd Cooper to Commissioner Seat No. 1 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2022 and henceforth the term of office of Commissioner Seat No. 1 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Rocco D’Orazio to Commissioner Seat No. 2 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2023 and henceforth the term of the office of Commissioner Seat No. 2 shall be

a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Winston Inouye to Commissioner Seat No. 3 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2023 and henceforth the term of the office of Commissioner Seat No. 3 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Greg McPherson to Commissioner Seat No. 4 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2024 and henceforth the term of the office of Commissioner Seat No. 4 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Taylor Tibbitts to Commissioner Seat No. 5 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2024 and henceforth the term of the office of Commissioner Seat No. 5 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January.

Section 2: Advice and Consent of the City Council to the establishment of five (5) Commissioner Seats to Kuna Urban Renewal Agency and the appointment of Commissioners and the setting of their terms of office as follows:

Todd Cooper is appointed to Commissioner Seat No. 1 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business at the first regular meeting of the City Council in January 2022 and henceforth the term of office of Commissioner Seat No. 1 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Rocco D’Orazio is appointed to Commissioner Seat No. 2 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk which term shall expire at the commencement of new business at the first regular meeting of the City Council in January 2023 and henceforth the term of office of Commissioner Seat No. 2 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Winston Inouye is appointed to Commissioner Seat No. 3 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk which term shall expire at the commencement of new business at the first regular meeting of the City Council in January 2023 and henceforth the term of office of Commissioner Seat No. 3 shall be a term of 3 years

commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Greg McPherson is appointed to Commissioner Seat No. 4 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2024 and henceforth the term of office of Commissioner Seat No. 4 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January; and

Tayler Tibbitts is appointed to Commissioner Seat No. 5 whose term shall commence upon their written acceptance of the appointment filed with the City Clerk which term shall expire at the commencement of new business at the first regular meeting of the City Council in January 2024 and henceforth the term of office of Commissioner Seat No. 5 shall be a term of 3 years commencing and ending 3 years thereafter at new business item at the first regular meeting of the City Council in January.

Section 3: Directing the City Clerk

3.1 The City Clerk is directed to issue certificates of appointment of the above-named commissioners and is directed to file this Resolution and the certificates of appointment forthwith in the official records of the City of Kuna and provide a copy thereof to the Commission members herein appointed.

Section 4: Effective Date

4.1 This Resolution shall become effective upon its passage and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of March, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of March, 2020.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk