OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
AGENDA
Wednesday, November 4, 2020

Note: The regular City Council Meeting is moved to Wednesday to accommodate the election held on the first Tuesday of this November, the regular meeting date for Council.

6:00 P.M. REGULAR CITY COUNCIL

Per the Order issued by Central District Health on July 14, 2020,
Social distancing and face masks will be required.

Due to social distancing protocol,
the Council Chambers Audience Occupancy Capacity is 15.

The first 15 persons who appear, in addition to Mayor, City Council, and staff, will be allowed in Council Chambers. All other persons may access the meeting via Live Streaming.

Live Streaming Instructions:
Members of the public may watch the November 4, 2020 Council Meeting via Facebook Live. Live feed will start at 6:00 P.M. on the City of Kuna Idaho Facebook page linked below:
https://www.facebook.com/CityofKunaIdaho/

For questions please call the Kuna City Clerk's Office at (208) 387-7726.

Public testimony will be received on the cases listed under Public Hearings within this Agenda. The instructions and options available for public testimony are listed below.

APPLICANT/PUBLIC ORAL PUBLIC HEARING TESTIMONY PROCESS:

Written – Up to noon the day of the Public Hearing

1. Submit any below stated option **prior to noon the day of** the Public Hearing meeting. Late submissions will not be included.
2. Submit testimony via our website on the Public Testimony Form. Kunacity.id.gov > Doing Business > Forms and Applications > Frequently Requested Applications and Forms > ONLINE Public Testimony Form
3. Submit testimony via email to PublicHearingTestimony@KunaID.gov
4. Submit via mail to:
City of Kuna
Attention: City Clerk's Office
PO Box 13
Kuna, ID 83634

Oral – Via electronic call during the Public Hearing

1. Submit request **no later than noon the day of** the Public Hearing meeting.

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 (208) 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.

2. Email PublicHearingTestimony@KunaID.gov
   - ✓ Your name
   - ✓ Address
   - ✓ Phone Number you will be calling from to give testimony
   - ✓ Email Address
   - ✓ Date of Public Hearing
   - ✓ Case number or Identification of Public Hearing
3. Watch your email for a reply email with the information to join the meeting electronically. (Check your spam/junk folder as a precaution)
4. Follow the dial in information.
5. Call into the virtual lobby a minimum of 5 minutes prior to the meeting.

Oral – In Person Testimony during the Public Hearing.
All persons wishing to testify must, state their name and residential address. No person shall speak until recognized by the Mayor. A three (3) minute time limit will be placed on all testimonies.

PLEASE NOTE: Due to social distancing protocol, the Council Chambers Audience Occupancy Capacity is 15. The first 15 persons who appear, in addition to Mayor, City Council, and staff, will be allowed in Council Chambers.

If you have questions regarding public testimony, please call the Kuna City Clerk's Office at (208) 387-7726.

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 Dated October 20, 2020

B. Accounts Payable Dated October 29, 2020 in the amount of $582,675.04

C. Resolutions:

1. Resolution No. R51-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NOS. R9-2007 AND R43-2014; ADOPTING THE STEP AND GRADE POLICY FOR THE PUBLIC WORKS AND PARKS

DEPARTMENTS AS ATTACHED HERETO; AND DECLARING AN EFFECTIVE DATE.

2. Resolution No. R59-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution No. R60-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution No. R61-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution No. R62-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution No. R65-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 2021 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2021 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2021 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2021 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2021 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

D. Final Approval of Findings of Fact, Conclusions of Law, and Order of Approval for Case Nos. 19-11-AN (Annexation) & 19-08-S (Preliminary Plat) Ashton Estates East Subdivision

5. External Reports or Requests: None

6. Public Hearings:

Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings. To learn more about the process for written and oral testimony please follow the directions above or call the City of Kuna Clerk's Office at (208) 387-7726.

A. Ledgestone South Case Nos. 20-01-AN (Annexation) and 20-03-S (Preliminary Plat) – *Public Hearing continued from October 20, 2020*

1. Consideration to approve Findings of Fact & Conclusions of Law and close the Public Hearing– Jace Hellman, Planner II and Bill Gigray, City Attorney ACTION ITEM

2. Consideration to reconsider denial of Case No. 20-01-AN (Annexation) ACTION ITEM

B. Public Hearing and consideration to approve Case Nos. 19-14-AN (Annexation) & 19-11-S (Subdivision) for the Patagonia East, Lakes, Ridge Subdivisions. – Troy Behunin, Planner III and Bonnie Layton, WHPacific Applicant ACTION ITEM

Applicant, WHPacific–NV5 requests approval for Annexation and Preliminary Plat. Applicant requests to annex approximately 173.80 ac into Kuna City limits, with three (3) zones throughout the project; the R-8 (Medium Density Residential [MDR]), R-6 and R-4 (MDR), zones. Applicant proposes a multi-phased master-planned development to be known as Patagonia East, Lakes and Ridge Subdivisions (Patagonia East). Applicant requests Preliminary Plat approval in order to subdivide approx 173.80 ac into 561 Single family buildable lots, 54 common lots and one 10-acre school lot for Kuna School District. The project site is in Sections 7, 8 & 17, all in Township 2 North, Range 1 East (T2N,R1E), all three projects are at the intersection of Locust Grove and Hubbard Roads.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Potential Motions:

Consideration to either:

Option 1: Approve or Deny Case Nos. 19-14-AN (Annexation) & 19-11-S (Subdivision) and Close the Public Hearing.

Option 2: Continue the Public Hearing to a time and date certain.

C. Public Hearing and Consideration to approve Case No. 19-08-AN (Annexation) for Black Rock Market Place – Troy Behunin, Planner III and TJ Angstman, Applicant ACTION ITEM

SH69 Holdings, LLC requests approval to annex approximately (approx) 40.82 acres (ac) into Kuna City limits in order to develop the same lands utilizing two separate zones; the R-20, High Density Residential (HDR) & C-2 (Area Commercial) zones. The R-20 HDR is proposed to be approx 13.22 ac in size, and the C-2 (Commercial) is proposed to be approx 27.45 ac. The applicant will propose multi-family housing units within the R-20 zone in the future, and Commercial uses will be proposed within the C-2 zone, in the future. The site is located at the hard-northwest corner of Meridian and Deer Flat Roads in Kuna, ID 83634, Section 13, Township 2 North, Range 1 West; (APN: S1313449900).

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Potential Motions:

Consideration to either:

Option 1: Approve or Deny Case No. 19-08-AN (Annexation) and Close the Public Hearing

Option 2: Continue the Public Hearing to a time and date certain.

7. Business Items:

A. J&M Sanitation Franchise – Chad Gordon, J & M Sanitation

1. Consideration to approve Ordinance No. 2020-30 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- REPEALING ORDINANCE NOS. 578, 679 AND 2014-04; AND
- REPEALING CHAPTER 4 OF TITLE 8 KUNA CITY CODE; AND
- AMENDING TITLE 8 KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 4 PROVIDING A SHORT TITLE, STATING AUTHORITY, PROVIDING DEFINITIONS, STATING FINDINGS OF PURPOSE AND INTENT, ESTABLISHING A SOLID WASTE COLLECTION SYSTEM AND SERVICE, PROVIDING FOR CONTRACTOR FRANCHISE AGREEMENT AND CONDITIONS FOR SOLID WASTE COLLECTION SYSTEM AND SERVICES, PROVIDING FOR CONTRACTOR SERVICES SCHEDULE AND FEES, ESTABLISHING COMPULSORY SOLID WASTE COLLECTION SYSTEM AND SERVICE USE BY PREMISES OWNERS AND OCCUPIERS, ALLOWANCE OF PERSONAL HAULING OF SOLID RECYCLABLE WASTE, PROVIDING FOR SOLID WASTE SANITARY CONTAINER REGULATIONS, PROVIDING FOR VOLUNTARY SUBSCRIPTION FOR COLLECTION OF RECYCLABLE WASTE, PROHIBITING AND DECLARING UNLAWFUL IDENTIFIED TYPES OF SOLID WASTE FROM COLLECTION, DEFINING AND DECLARING THEFT OF COLLECTION SERVICES AS UNLAWFUL, PROVIDING THAT THIS ORDINANCE

APPLIES TO ALL CITY ANNEXATIONS, DECLARING DESCRIBING CIRCUMSTANCES WHERE THE PLACEMENT OF SOLID WASTE AND RECYCLABLE WASTE IS PUBLIC NUISANCE, PROVIDING FOR NOTICE TO VIOLATORS AND DECLARING A CONTINUED VIOLATION AS A MISDEMEANOR, PROVIDING FOR A PENALTY FOR VIOLATIONS OF CHAPTER 4 OF TITLE 8; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance
Consideration to Approve Summary Publication

2. Consideration to approve Ordinance No. 2020-31 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- FINDINGS OF HISTORY, AUTHORITY, PURPOSE AND INTENT; AND
- GRANTING TO J & M SANITATION, INC. A FRANCHISE FOR SOLID WASTE AND RECYCLABLE WASTE COLLECTION SERVICE AND AUTHORIZING THE THIRD AMENDED AND REFORMED FRANCHISE AGREEMENT; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to Waive Three Readings of Ordinance
Consideration to Approve Ordinance
Consideration to Approve Summary Publication

3. Consideration to approve Resolution No. R58-2020 ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF THE KUNA, IDAHO:
- SETTING FORTH CERTAIN FINDINGS; AND
- AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY THE CITY OF KUNA ADMINISTRATIVE BILLING AGREEMENT WITH J & M SANITATION, INC.; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

B. Consideration to appoint Tyson Garten's to the Planning and Zoning Commission – Wendy Howell, Planning & Zoning Director ACTION ITEM

8. Ordinances: *None*

9. *Executive Session:*

Convene Executive Session pursuant to:

Idaho Code Section 74-206 (1)(b)

(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student

10. Mayor/Council Announcements:

11. *Adjournment:*

OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
MINUTES
Tuesday, October 20, 2020

6:00 P.M. REGULAR CITY COUNCIL

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   Kuna, ID 83634

Oral – Via electronic call during the Public Hearing

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- ✓ Your name
- ✓ Address
- ✓ Phone Number you will be calling from to give testimony
- ✓ Email Address
- ✓ Date of Public Hearing
- ✓ Case number or Identification of Public Hearing

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Oral – In Person Testimony during the Public Hearing.
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1. Call to Order and Roll Call

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear – In Person
Council President Greg McPherson – In Person
Council Member Richard Cardoza – Absent
Council Member Warren Christensen – In Person
Council Member John Laraway – In Person

CITY STAFF PRESENT:
Chris Engels, City Clerk – In Person
Jared Empey, City Treasurer – In Person
Bill Gigray, City Attorney – In Person
Wendy Howell, Planning & Zoning Director – In Person
Nancy Stauffer, Human Resources Director – In Person
Paul Stevens, Public Works Director – In Person
Bobby Withrow, Parks Director – In Person
Jon McDaniel, Kuna Police Chief – In Person
Troy Behunin, Planner III – In Person
Jace Hellman, Planner II – In Person

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

4. *Consent Agenda:* ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:38)

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 Dated October 6, 2020

B. Accounts Payable Dated October 15, 2020 in the amount of $1,057,163.16

C. Resolutions:

1. Resolution No. R55-2020

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R90-2018 AND APPOINTING A NEW MEMBER OF THE KUNA ARTS COMMISSION.

2. Resolution No. R56-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC., FOR THE MEMORY RANCH SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution No. R57-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC., FOR THE MEMORY RANCH SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

~~***4.*** Resolution No. R59-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~***5.*** Resolution No. R60-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS~~

~~SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~***6.*** Resolution No. R61-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~***7.*** Resolution No. R62-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~***8.*** Resolution No. R63-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "PARK DEVELOPMENT AND CONVEYANCE AGREEMENT" WITH GREGORY AND HEIDI JOHNSON FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE PATAGONIA SUBDIVISION PHASE 6 FOR PURPOSES OF DEVELOPMENT OF A MUNICIPAL PARK (THE "PARK"), WHICH SHALL BE KNOWN AS FITZ ROY PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.~~

D. Final Approval for Case No. 19-09-S (Subdivision) Corbin's Cove Subdivision Findings of Fact, Conclusions of Law, and Order of Approval

Mayor Stear informed Council they needed to make some changes to the agenda. Item 7, Resolution No. R64-2020, needed to become item 7A. Item 4C8 would need to be removed from the consent agenda and become item 7B to receive more information. Items 4C4, 4C5, 4C6, and 4C7 would need to be removed from the consent agenda because those bonds were not submitted.

Motion To: Remove items 4C4, 4C5, 4C6, 4C7, and 4C8 from the consent agenda with 4C8 becoming item 7B under business and item 7 becoming item 7A
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 3-0-1. Council Member Cardoza was absent.

Motion To: Approve the Consent Agenda as amended
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen

Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 3-0-1. Council Member Cardoza was absent.

5. External Reports or Requests:

(Timestamp 00:03:46)

Introduction of the new Kuna Police Chief – Sheriff Bartlett

Sheriff Bartlett thanked Mayor and Council for the opportunity to share some exciting news not only with their agency but with the community. Over the last few years, they had a phenomenal police chief in the City of Kuna. That night was about finding the next great successor of Chief Jon McDaniel. The City of Kuna had a great track record with the police department and Sheriff's Office. They started their contract in Kuna 22 years ago. Since then they had a great relationship with the community, schools, City Council, and Mayors. That night they were taking it one step further by promoting their next Chief of the City of Kuna.

Sheriff Bartlett introduced Mike Fratusco and shared a brief history of his career. They were excited about the experience he brought to the position. As the Kuna Chief of Police, he would work hand in hand with their department; not a small task. He would manage twelve patrol deputies, many of which were present to share in his success, two patrol sergeants, four detectives, and an administrative assistant. It was his honor to present Mike Fratusco as the new Kuna Police Chief.

Chief Fratusco took the oath all Sheriff's Office employees took.

Sheriff Bartlett invited Chief Fratusco's wife forward to pin on his badge. He shared he had thoroughly enjoyed the relationship between the Ada County Sheriff's Office and the City of Kuna. They had oral boards the last week and had a number of very qualified candidates to take on the position. After great discussion with Mayor Stear, they decided Mike Fratusco was the person to lead this agency into the coming years. He thanked Council for their trust in the Sheriff's Office to provide the community with the high level of policing services that they loved to do. They looked forward to an even longer relationship with the City into the future.

Chief Fratusco appreciated the opportunity. He stood in front of Council approximately two years prior and told them his goal was to be the Chief of Police in Kuna. He worked hard towards that goal with the help of the people he worked with, his family, and Chief McDaniel, who mentored him. Chief McDaniel was one of his first sergeants he worked for when they worked for the City of Eagle. He worked for him for approximately six years and was assigned in Eagle with him, Captain Dusseau, and Sheriff Bartlett. They worked together very closely and built good relationships. He knew Kuna was losing Chief McDaniel but he guaranteed he would keep up what Chief McDaniel was doing and would forge forward in this community. Going back even further, Council Member Laraway was his Coast Guard

recruiter in 1993. He was able to work alongside him when he was working for the Sheriff's Office. Chief Fratusco would always be available and open just like Chief McDaniel was. He promised not to miss a step when he took over.

Mayor Stear thanked Sheriff Bartlett for allowing him to be part of the process for selecting the new chief. They had great candidates but it was hard to overlook the heart and passion of a man like Mike Fratusco. He shared, when he first became Mayor, one of the biggest problem areas in the city was the skate park. It was very frustrating. There was not much that could be done about it. Things were out of control. He thought about having it taken down and buried, it was that bad but, realizing that wasn't a great option, they forged forward. Mike Fratusco took that under his wing. A couple of months after he started working that area the City stopped hearing complaints. He had gone down there and started working with those kids. He gained their trust and made a great impact on some young peoples' lives. He thanked Chief Fratusco for that and knew that was what he would continue to do while he was there. He appreciated it and was looking forward to the opportunity. They would do good things together.

Mayor Stear moved on to a presentation for Chief McDaniel. It had been a great pleasure to have him as the Chief of the City of Kuna. Chief kept him posted on things all of the time that he may or may not hear about. No one liked to get blindsided and Chief made sure he wasn't. There were at least a couple of times major incidents went down in Kuna that could have gone really bad but because of the Police Chief, the Sheriff's Office, and other police agencies and the relationships they all had together, those situations were handled the best they could be without losing any citizens. It was just one of those relationships where you could sleep at night knowing you were in good hands. He appreciated all of Kuna's officers greatly. He would hate to lose more than a couple at a time. They would miss Chief McDaniel a lot but he was glad to keep everyone else there. He presented Chief McDaniel with a photo book created by the Clerk's Office and other city staff. It highlighted a lot of pictures and comments from City Staff on appreciation for him and what he had done for the city. He would be missed. He thanked him for his service.

Chief McDaniel said thank you. It had been an absolute honor to serve as Kuna's Chief and the fine deputies he got to work with. This town was so patriotic. Every part of his heart was so thankful to have that privilege. He would miss it. It was an emotional moment. He had been doing this for 27 years but Kuna was in better hands with Mike Fratusco. He had a heart as big as this town and it would come out immediately. He was very excited for the future.

Mayor Stear shared Chief McDaniel would be around a little longer. They weren't losing him that night. He thanked Sheriff Bartlett again for taking the time to be there. He knew he was busy. He also thanked the Kuna police officers again. He said he couldn't thank them enough. They did a fantastic job. they always worked to help people instead of causing them problems. It was a great and patriotic community and that was in great part due to the way the police treated them and worked with them. He appreciated everybody.

6. Public Hearings:

Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings. To learn more about the process for written and oral testimony please follow the directions above or call the City of Kuna Clerk's Office at (208) 387-7726.

A. *Public Hearing tabled from October 6, 2020* and consideration to approve Case No. 20-01-S (Preliminary Plat) Fossil Creek Subdivision – Troy Behunin, Planner III and Jane Suggs, Applicant ACTION ITEM
(Timestamp 00:20:00)

Applicant, Gem State Planning, LLC, requests preliminary plat approval to subdivide approx. 66.75 acres into 283 total lots. The proposed gross density is 4.07 DUA (Dwelling Units/Ac.) with 12.6% usable open space for a total 8.4 acres (ac.) of open space. This is a revision to a previously approved pre plat site plan. The site is near the Southwest Corner (SWC) of Deer Flat and Ten Mile Road. Kuna, ID 83634; within Section 22 T2N, R1W, B.M., APN No's: S1322212401, S1322120900, S1322121200 and S1322121300.

Planner III Troy Behunin updated Council on the project. It involved four parcels already included in Kuna city limits. They were listed in the packet and shown on the map. It was currently zoned R-5. It was zoned back in 2003 with the original pre-plat application. It was a medium density residential zone. R-5 zoning did not exist anymore. That was why it looked a little unfamiliar. He reviewed the staff report and stood for questions.

Mayor Stear opened the public hearing. Some people had signed up to testify. He asked if there was anyone who didn't sign up that would like to testify in this matter.

There were none.

Support:

Jane Suggs, Gem State Planning, 9840 Overland Road, Boise, Idaho 83709, was representing Fossil Creek and Trilogy Development. She thanked Mr. Behunin for his overview of the project. She stated they designed their project to meet all of Kuna City Code for a preliminary plat with a current zoning of R-6 and they did agree with all of the conditions of approval in the staff report. They appreciated the Planning & Zoning Commission giving them a unanimous recommendation of approval.

Ms. Suggs reviewed, as Mr. Behunin explained and was noted in the staff report, Fossil Creek was originally annexed, zoned, and subdivided in 2003. That plat expired. A new plat and traffic study were required so the plat could meet current requirements, like the new open space requirements, and the traffic study could reflect ongoing traffic as opposed to 2003. The updated plat eliminated some very long cul-de-sacs and provided quite a bit more open space, amenities, and pathways. The updated preliminary plat had 272 single family homes with a density of 4.07 dwelling units per acre. That was in keeping with Kuna's medium density. In fact, it was on the low end of that. The lots

closest to the park along Deer Flat were smaller lots at about 4,500 square feet. Along the south boundary there were larger lots. They had lots that ranged as high as 1,300 square feet. Their average lot size was 6,935 square feet. Their landscape plan included 8.2 acres of usable open space; not including the street buffers or end caps throughout the project. There was a five-acre park with a playground, covered shelter, and half basketball park. An additional two and half acres of open play area was on the east side of the property next to the Ramsey Lateral and there were pathways and sidewalks that connected all of these open spaces. They were building their streets to ACHD and Kuna standards and providing stub streets to connect to potential and existing development.

Ms. Suggs stated their students would attend Crimson Point Elementary, Kuna Middle School, and either Kuna High or Swan Falls High. It would take about five years to build out Fossil Creek. They heard from neighbors who were quite concerned with traffic on Deer Flat and Ten Mile. These were arterial streets that were expected to carry the bulk of the traffic in the valley. She noted ACHD just voted on their integrated five-year work plan which showed school zone beacons at Ten Mile and Boise near Kuna Middle School. It looked like they would be installed in 2022. A single lane expandable roundabout at Ten Mile and Deer Flat in lieu of a traffic signal would improve traffic flow was to be designed in 2021-2022 with right-of-way acquisition in 2023 and construction in 2024. She thought that was good news to know ACHD was looking at those areas and improving traffic flow.

Ms. Suggs concluded their preliminary plat would improve the street network, add pathways and open space, and provide homes within walking or biking distance from elementary and middle schools as well as downtown Kuna. It was designed to meet all subdivision codes and they agreed with all of the conditions of approval. She knew there were some concerns with sewer around Kuna. Their sewer connected to a trunkline in Thistle Drive that flowed to the Crimson Point Lift Station. They stood ready to assist the City of Kuna in any way they could to make sure the sewer issues were handled. She knew the City had been having those conversations. They respectfully requested approval and thanked Council for the opportunity to speak. She stood for questions.

Council President McPherson said some of the ditches weren't shown as connecting in the phases. He thought Phase 5 would be the southeast section of the project and, if that was going to continue to be farmed, ditches two and three needed to stay connected or else Phase 2 would be under water.

Ms. Suggs was aware of ditches running through the property because it was an agricultural piece. She did not know the intentions of the owners to farm as they began construction. There would hopefully be some construction sooner rather than later because the Ramsey Lateral actually ran along the east side and the north side. They had to pipe part of the Ramsey in order to put the street in. She knew that would happen when the design was approved by ACHD. That would be a little piece of construction on the northeast corner. They would begin construction on the southwest side. That was where their sewer came through. Phase 1 would start there. Phase 2 would move to the east. Phase 3 was down along the south side. She wasn't sure what exactly the question was, other than if it continued to be agriculture, they would need to maintain ditches. She

wasn't sure that it would continue to be farmed during construction time for accessibility. Certainly, they wouldn't create any problems for farmers if they needed that water. In fact, it was state law.

Council President McPherson said that was just a drain out there. He shared he had a little first-hand knowledge of that property. His dad farmed it. He was just curious because it never showed on anything where it made a connection to anything.

Ms. Suggs apologized for not knowing that.

Council President McPherson said it was okay. He was just pointing out it would be a huge mess.

Ms. Suggs was certain that was something for when they looked at their design and construction drawings. She would also be sure to make their engineers aware of it. There was quite a bit of pre-engineering but design and phasing hadn't been worked out yet.

Council Member Christensen noted this development would put the lift station over capacity. She had stated they were ready to help in any way possible. He asked what that meant.

Ms. Suggs explained someone needed to determine what the solution was. The applicant didn't do that. The City's engineer and consultants were looking for options. They didn't know what all of the solutions were. They had mostly been talking about the other side of Meridian Road for sewer because of the issues with the Patagonia and Danskin systems but, they knew the Crimson Point system had some issues too. They weren't there to tell the City what to do. They were there to help when the solution was determined and everyone had looked at all the options whether that meant putting up money or doing actual construction for additional piping or something. She was representing Trilogy. This property was owned by Corey Barton through Viper Investments. They loved Kuna and they were not going to go away. They would continue to help make this a great place to live.

Against:

Clare Marsala, 2150 West Secluded Court, Kuna, Idaho 83634, stated their property was adjacent to the proposed subdivision. As a lay person who was unfamiliar with the way city planning worked, she wasn't trying to be factious, but asked a question she really wanted an answer to. She wanted to know if the purpose of the meeting was to decide to approve or not approve the subdivision. There were signs put up to alert the community there would be meeting. Then they would come and sign up or write letters sharing their concerns. She asked if the Council ever said no to a subdivision in Kuna because it didn't seem like it. It was so over crowded. The schools were over crowded. They could hardly get out on their road in the morning. She couldn't imagine, even with a roundabout, if there were a possible 300 homes and maybe 600 more cars plus Corey Barton was still developing Crimson Point. There were a ton of houses going in at the end of Deer Flat. If

Council had never been to that intersection in the morning, she pleaded that they please go visit. It was nuts. She asked again if they ever said no.

Mayor Stear replied yes. They recently said no on a very large development but it was one they could control. It wasn't annexed so they were able to stop the annexation. The problem they had a lot of times were because when the waste water treatment plant was built there was an LID formed. The economy tanked. That was going to be sold to private ownership because there was no way to pay for it. The City worked a deal with Key Bank in order to sell those EDUs. They were required, in order to not breach that agreement, to sell sewer connections and, as long as people who bought properties followed the laws and the rules, it wasn't fair for the City to tell them they couldn't.

Mayor Stear added the issue was growth at the rate it was happening was creating problems with back logs on the need for infrastructure as far as roads and highways and issues with water and sewer. The waste water treatment plant took care of a lot of that. Had that not been built, the City would've had to bond for it to make that happen because the old plant would not have met DEQ requirements. It was a necessary thing. They weren't having to pay taxes on it or bond for it because it was already built but, the agreement with Key Bank was key in order to pay for that treatment plant. They had a ways to go with that. A lot of these properties were annexed before the economy tanked, so there were plans on all of those things happening. When new ownership took over those properties, they had rights to utilize those properties for development and to make money on them. It was what they did. Council wasn't necessarily comfortable with growth at the rate it was happening but, there were certain things they couldn't control. The reason for the public hearings was to take care of issues that might have a harmful impact on a neighbor such as the applicant suggesting they move some stub streets because of issues. They tried to resolve those.

Mrs. Marsala said they only moved it one lot so, it still went through the middle of their property. If a street ever went through, it would cut their property down the middle. She asked if Council could ever say they would let someone build houses but they had to have acre lots; especially when backed up against five acre lots like the ones on their road. They jammed Sego Prairie in years ago. She thought the City Council at the time didn't even know Secluded Court was there.

Mayor Stear explained they were following the rules of the comprehensive plan which said they could have up to eight per acre. They were back to four. They were trying to compromise to make things a little less impactful.

Mrs. Marsala suggested Corey Barton build a school once in a while.

Mayor Stear said that would be nice.

Mrs. Marsala thanked Mayor Stear.

Mayor Stear appreciated the question. It wasn't always comfortable for Council to approve things. One of the hardest things was sitting in those seats when the people in the

audience were glaring at them. They knew they wanted them to say no but, they took an oath to follow the laws. He knew the Marsalas were longtime residents and he appreciated their comments and thoughts.

Council President McPherson added, if ACHD didn't submit something back that said a road was overcrowded but said it was fine, it was no reason for denial on Council's part. If ACHD would step forward and say a road couldn't handle that kind of traffic, it would give Council grounds to deny or have them readjust lot sizes. When they stamped approved, it tied Council's hands.

John Marsala, 2150 West Secluded Court, Kuna, Idaho 83634, had lived in Kuna for almost 30 years. He raised two boys here and thought he had coached every young adult that was 30 to 40 years old. He shared his coaching experience in Kuna. Young adults and families he ran into were discussing the growth in Kuna. In regards to Fossil Creek Subdivision, when proposed back in 2003, Crimson Point and all the fourplexes and apartments had not been established. On Ten Mile Road, the half mile between Ardell and Boise Avenue had five intersections, five side streets, a hawk light for crosswalks, and Initial Point High School and Kuna Middle School. The time between 7:00 A.M. and 9:00 A.M. was ridiculous. They couldn't even get out of Secluded Court to make a left-hand turn to go north. The traffic was backed up from Deer Flat to Initial Point High School and vice versa. The cars that wanted to turn left into the high school couldn't because the traffic going north was backed up. When they came to that intersection from Secluded Court, they couldn't turn left. They had to go right to go down to Boise Avenue. That was how congested the traffic was. With the Deer Flat Intersection being overutilized, like his wife said, he didn't think a one-way roundabout would be sufficient enough to handle all that traffic; especially with all the other subdivisions coming on line on Ten Mile Road beyond Ardell. Eventually, when Ardell was punched all the way through to Linder, it would become a very busy intersection. He also had watched school buses come up to the intersection of Secluded Creek Estates and the Initial Point High School to pick up kids in the morning. They stopped right in front of that street and the Initial Point parking lot. Cars would make left hand turns in front of the buses with the kids approaching the school bus from the curb. That was how dangerous it was at that time. Kuna Middle School brought all their buses at the same time to drop kids off and exit Kuna Middle School. It was very congested. It was a two-lane farm road. It had not been approved for all that extra traffic coming in from Discovery Creek, Crimson Point off Ardell, and people who cross Ten Mile to make a left to go north. They were crossing traffic to go north. It was very, very dangerous and, with the kids and the school buses, it really needed to be looked at. It was the same in the afternoon.

City Clerk Chris Engels notified Mr. Marsala his three minutes were up.

Mayor Stear allowed him to wrap up his testimony.

Mr. Marsala restated it was the reverse in the afternoon. Kids walked from Kuna Middle School to Initial Point High School. Their parents picked them up in that parking lot because it was so congested at the middle school. That plugged the traffic up again at the high school for traffic trying to get out to go north or south. With 283 houses and the rule

of thumb of two cars per household, that was almost 600 cars that would affect those roads. In regards to Secluded Court, they felt their concerns had been minimized. He gave the example of the stub street that had been moved one lot over. There would be a structure on the other side of the fence; a bollard or some sort of structure that had a dead-end sign on it. Kids would climb on it and jump the fence to cross their property to get to school or town. They were already experiencing that with people crossing their pastures to go fish. They were concerned about the stub street and wanted it deleted just like the stub street was deleted on Sego Prairie behind the Jordan's property. Also, the dust. When they did the underground work, they would take all the top soil up and put all the underground work in. It would turn into a dust bowl. They were concerned about the three in ground swimming pools there that would collect all the dust. Also, the irrigation water box, Ramsey 577. The neighbors beyond Ramsey had their water box torn up twice when Crimson Point was being done. He had 104 trees on his property. They needed water during the summer. If they didn't get water, they would become stressed. He was concerned about the box being torn up on Ramsey and his trees not getting proper water.

Mayor Stear noted there had been some issues with developments causing problems for neighbors. He thought they were doing a better job of keeping an eye on that and making sure things that happened were taken care of. They had made some internal process changes that had made things a little better. They watched a little closer on the dust control and that type of thing.

Mr. Marsala shared he and Mayor Stear had known each other for a long time. Their sons played football together in high school. In regards to irrigation, Ms. Suggs went to his property and he showed her how the water flowed. It flowed northwest and the runoff flowed down to a collection pond. They didn't have the resources, an earth mover, dozer, or any of that stuff, to level that dirt out or the lay of the land to stop that water from collecting there. He had put in a ditch on his property across his property line to the irrigation ditch on Secluded Creek. The Henses had done the same as well to drain some of that water off but they couldn't bring that elevation up to stop the water collecting. They were concerned about how that would be fixed. He was not there to say no. He just wanted all of their concerns to be addressed.

Mayor Stear responded, on a lot of stuff like that, they would work with them. If nothing else, the public works department would take a look at things to make sure the issues that needed to be addressed were. They would do the best they could.

Mr. Marsala didn't want walls put in that would flood out his neighbors behind him.

Mayor Stear asked if there was anyone who did not sign up wanted to.

Neutral: None

Rebuttal:

Jane Suggs, Gem State Planning, 9840 Overland Road, Boise, Idaho 83709, representing Fossil Creek, confirmed, as Mr. Marsala said, she visited the site before the neighborhood

meeting. He gave her a list of concerns and she tried to address them. Some of those were concerns that would be handled as they moved through the construction drawing process so the details would be worked out. She thought there was some concern about the property boundary not being exactly where the wire fence was. They would have a survey. They had already had a survey. They would not build on anyone else's property. They did move the stub street over but, they did have to maintain some separation from adjacent streets that were coming off the same east west street just north of Mr. Marsala's property. At one point it was right in the middle of his property but they moved it over some. It would not be a street through his property. It would be a vinyl fence that would run along the whole southern boundary of the property. There would be a street that ended there. Just like any stub street, they had to take it to the property boundary fence line. She would accept a condition added that the sign would be on the fence and situated in a way that did not provide an opportunity for kids to climb the fence. They would work with Mr. Marsala to make sure there wasn't some opportunity there.

Ms. Suggs said, in regards to dust, it was an issue that came with construction. This was an agricultural area that was plowed every summer so she assumed dust had been an issue in the past but, they did have technology and techniques. As the Mayor said, a little closer watch on many of these projects would require watering on the site. As for the irrigation box, she didn't know of any reason why they would be tearing up an irrigation box or having problems with irrigation. There was a state law that required they maintain irrigation throughout the irrigation season and they did their best, if they were doing work around or near an irrigation system, to do it before the water was in the system. It was a well-known fact for their engineers. She knew they had talked about this before. Currently, there was irrigation for crops. When they didn't farm that, there would be a pressurized irrigation system that sprinkled the yards and common spaces. She didn't think that would create a runoff issue. They would work with Mr. Marsala and all the neighbors that backed up to this property. They didn't want their water to runoff onto his property and they didn't want his water to runoff into their yards. That would be worked out as they graded the site and they would make sure any irrigation system that ran along the south property boundary was piped in or that plenty of opportunity was made to keep that water maintained. She didn't think they could not put in the stub street because they were required to by ACHD. She stood for questions.

There were none.

Ms. Suggs thanked Council for the opportunity to speak that night. She hoped their plat would be approved and they would then move forward with the construction drawings that had the details.

Mayor Stear confirmed Mr. Marsala had Ms. Suggs' and the City's contact information. He asked that they let the City know if an issue arose. They didn't want things to happen to other people's property during development.

Someone responded. *(unintelligible – off mic)*

Mayor Stear asked Planner III Troy Behunin about a secondary access brought up by Fire and if it had been resolved.

Mr. Behunin responded the Kuna Rural Fire District was concerned about having too many houses in one phase without a secondary permanent access. They were willing to work with temporaries if a phase two was coming along that would take care of that. They'd had that discussion with Ms. Suggs before. He believed they were prepared to follow all of the fire district's guidelines and requirements for secondary access. He did not think there was an issue at that time. He thought it was just preemptive on the fire chief's part.

Mayor Stear said the rest of their comment looked like it had to do with hydrant placement and the normal things.

Mr. Behunin added, when it came in for plan review for the first phase, if they didn't have what was necessary, the chief would get another look at it as well as Planning & Zoning and the City Engineer.

Council Member Christensen said, when they approved a preliminary plat, he heard things would be taken care of in the next discussion a lot. He asked if there was a reason they didn't approve plats with these things already in place. It was like they were saying they would approve but they would take care of things like sewer, secondary access, and those types of things in the future. It was like they were approving a subdivision and solidifying the details later.

Mr. Behunin clarified Council Member Christensen asked if they were kind of just kicking the can further down without any checks and balances. To answer his question, the preliminary plat, as it was approved in whatever form, for this subdivision, the next one, and all the past ones, was solidified. That was what staff used to gauge all of the final plats in each of their phases in the future. Speaking about this particular one, but it applies to all preliminary plats, the secondary access had to be met. This preliminary plat did show three points of access to one subdivision and two spots on Deer Flat. They weren't going to build all of it at one time but, it was up to the developer to ensure they phased it correctly to follow those secondary access requirements. He believed this phasing plan did follow that. If they did see discrepancies, such as how could they achieve secondary access, now was the time to say they needed to do that. However, this preliminary plat did indicate there were different points of connection where at some point they would achieve secondary permanent access. The same went for utilities. The developer had to put in a preliminary utility plan. Then, when they went for development for the first phase, they had to have sewer water and pressurized irrigation. They had to follow the rules from the beginning. They had to know the whole picture before starting on Phase 1. It was a methodical thing. It sounded like they were kicking it down the road but they really weren't. Those things were already in place. They had to follow exactly what the City Engineer authorized or required them to do.

Council Member Christensen understood that. He didn't understand why these things weren't in play before the initial review to say they knew at full build out they would be

over capacity on EDUs. Right now, from what he gathered, they were putting conditions that said okay but, before they actually started building, they would make sure the City Engineer had a plan in place so they didn't go over EDUs. They didn't have any of that. What they were saying was that comes further down the road, when they were ready for the build and the phasing.

Mr. Behunin replied some of it was left to future things. City Engineer Paul Stevens could probably articulate it better than he could. All Mr. Behunin knew was, for each subdivision, when Ms. Suggs brought in a final plat subdivision, if they didn't have sewer capacity, they wouldn't get a will serve letter for each phase from Mr. Stevens. Staff held their feet to the fire by saying they couldn't get a will serve letter and therefore no final plat and no houses. If there was a problem, the developer was required to come up with a financial repair or construction that needed to take place. It was much like what happened with Corbin's Cove. On paper it looked like the City was out of EDUs. They went back and reviewed it. They re-reviewed it and found they actually had something. While things looked like they might not fit, the only way to know was to test it. As for secondary access, they provided what the fire department would approve.

City Attorney Bill Gigray stated, in regards to capacity and will serve, what was discussed with Corbin's Cove was, at the time the preliminary plat was being approved, if a will serve could not be done, there be a condition that they could not submit a final plat until the City had the ability to serve the lots. He thought that was the course they were working on. He wasn't sure if that was the situation in this particular case but, if they didn't have the capacity and it couldn't be guaranteed at that point, that was a good condition to have. The way they worked it out before was, if the City still could not, at the end of the two-year period when they had to submit a final plat, issue a will serve because of capacity issues, it would be reasonable grounds to request an extension of time to file the final plat.

Motion To: Close evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion:

Council Member Laraway recused himself because he voted on this application as part of the Planning & Zoning Commission.

Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

Council Member Christensen appreciated Mr. Gigray explaining everything with that. As a Council they all had to take to heart what everyone said and look at things. He read a quote from ACHD on page 39 of 158, exhibit B2, in staff comments and recommendations. "Staff has reviewed the submitted traffic impact study (TIS) and generally agrees with the findings and recommendations. The TIS identified that the roadway segment of Ten Mile Road between Ardell Road and Hubbard Road is expected to exceed ACHD's level of service

planning thresholds as a 2-lane minor arterial for the 2025 full build out traffic conditions for the A.M. peak hour, but meet the thresholds for the P.M. peak hour."

Council Member Christensen noted PM peak hours were rated as D already. So, it was great that it met recommendations and it was rated as D but, it was going to be over capacity at full build out for morning conditions. This segment was listed in the CIP to widened to three lanes, which was great but, that wasn't until between 2031 and 2035. ACHD went on to approve it after that, which they approved on their own terms and reasons, but that didn't take away from the concerns the Marsalas brought up about morning traffic and the safety related to it. What they were seeing on that stretch of road was plots of ground with houses, apartments, and townhomes going up as they spoke. The roads were already graded at a D level for P.M. peak and over capacity for morning peak with just this subdivision but, nothing would be done until 2031. Those safety concerns were incredibly warranted and ACHD said themselves it did not meet the threshold at full peak. They've recommended something they said doesn't meet the threshold with nothing being done for another ten to eleven years.

Council Member Christensen said, when talking about the safety side of things, the schools, the roads, and being unable to keep up with the growth they currently had, that was concern enough for him to look at this in a bigger picture and take ACHD's words directly and say they've even said this doesn't meet the service planning threshold. They already rated it as a D but, that didn't account for the bare land with the subdivisions going up in that stretch. That will change this subject as they were phasing. These were things that were always looked at and he understood that but, they as a Council were asked to look away from that because at the bottom line it said ACHD recommended it. He had to take ACHD's words to heart that say this exceeded their service level of planning and they couldn't do anything about it until at least six years after full build out. If there was a legal stance that was against that, he needed to know, because that right there was counterintuitive. He asked if they were following ACHD and ignoring what they said about the roads because they recommended it.

Council President McPherson got what Council Member Christensen was saying. He had been down that road at that time of day. It was a disaster but, counsel could correct him if he was wrong, if ACHD approved it, even if they said it was wrong and approved it anyways, Council did not have grounds to not approve it.

Mr. Gigray said, in his view, they had the right to seek subdivision approval so, the issue was if it met the City's standards, the requirements of the City under those standards, and the zoning requirements of the zoning law it was under at the time of annexation. If it met those standards, and he understood the staff report said it does, they would need to find some violation. If there was an issue of capacity to serve this with sewer, water, or whatever service of the City, he recommended there be a firm condition in any approval of any preliminary plat like that. He thought there were ways of dealing with that and what Council Member Christensen was concerned about by having some firm conditions before final plat. It was a way of administering this so applicants, as their preliminary plats were being approved, could be in line, even though they had a capacity problem. That way, once the City had the capacity, they could move forward with their final plats. He thought that was a good way to manage those issues. Now, if they were looking at total overloads, he thought

they would be looking at moratoriums. There were limitations on those and how long they could go and they would want to coordinate with other agencies before heading down that road. He reminded Council ACHD had plat authority. It could not be approved unless they approved it. They had to sign off. If Kuna was in Canyon County, the Council would sign off roads and streets issues. ACHD would worry about access permits to their roads and streets and the capacity of their roads and streets which was usually part of their standards when they did their staff reviews. If Council felt there were terrible capacity problems with ACHD and ACHD standards were not taking in to account the impact that was going on, in his opinion, the best approach there was to deal with ACHD and their standards with some potential modifications of those standards so these issues could be addressed in that process. He thought Council was right it what they just asked him.

Mayor Stear added that was very true. ACHD was policy driven. They followed their policies very closely. Something they were seeing there was growth at the rate it was happening was making it hard for impact fees that were collected to keep up with the infrastructure that needed to be put in place thereby creating a lag time. They would build it. Then it would get to busy so they would shut it down to fix it. It was a problem they had to deal with.

City Clerk Chris Engel shared a texted response from a representative from ACHD. They indicated, in response to Council Member Christensen, this did include the adjacent approved and planned development. The text came when they were discussing the comments made on their response.

Mayor Stear said the biggest problem was growth at the rate it was happening. It was happening all over the Treasure Valley. He did not think ACHD did a bad job or anything like that. They were all experiencing something. Their policies worked well in the past but, the way things were going so fast, it was hard for everything to keep up and keep things moving like they were used to. Build out on some of these projects usually took quite a few years but, now they were moving through a phase or two in a year. It just wasn't normal. They were selling houses quicker than they could build them. They were just at the point where they had to make sure they were keeping up in regards to public works. With sewer capacities there was a long-term plan. As things built out and the pipelines increased, they needed to either increase the size of the lift stations or add pumps. Whatever the case may be. Those were all in the plan. They might not be in place at the moment because the project had to happen before they could increase the capacities. He didn't think anybody was being caught by surprise. The problem they were running into though was project costs. What used to cost a million dollars now cost two million plus. All the contractors were really busy so they could charge what they wanted. That didn't work well for government entities. They would just have to continue to plug along and public works was working on plans as things came through. They were getting there. That was one issue they could not get behind on. They couldn't wait until a sewer line was to full to shut it down and build another. That didn't work in this process. Those had to keep up. He thought perhaps any kind of a draft agreement at the end of any subdivision should require that, before final plats could be signed off, sewer capacities had to be met and whatever intervention needed to happen. It could be a standard they put

in their Findings of Fact and Conclusions of Law and approval. He asked if Ms. Engels had any other comments come in.

Ms. Engels had another comment from ACHD. They were happy call in and field any further questions.

Mayor Stear asked if anyone had any questions for ACHD.

Council Member Christensen said it would be great to have someone answer why they would say they were going to be over capacity on something but still move forward with an approval without any plan for another six years after full phase build out.

Ms. Engels got the ACHD representative Kristi Inselman on the phone.

Council Member Christensen said in their report they mentioned they generally agreed with the findings and recommendations of the TIS. The TIS did identify the roadway segment of Ten Mile Road between Ardell Road and Hubbard Road as expected to exceed ACHD's level of service planning thresholds as a two-lane minor arterial for the 2025 full build out. It went on to say that segment was listed in the CIP to be widened to three lanes between 2031 and 2035. He asked, if this was something that exceeded ACHD's level of service planning threshold at full build out and wasn't in the plan to be touched before 2031 and 2035, how could they justify the recommendation to still build something like that.

Ms. Inselman replied, when they had a development come in and do a traffic impact study, they required them to evaluate their development in addition to any approved developments in the area that were either under construction or recently approved as well as any developments that were coming down the pipeline that might not have approval yet. They had to take those into account whenever they did a traffic impact study. When someone came in with a roadway, such as Ten Mile, that, with their full build out, would be over capacity, if that roadway was identified in their capital improvements plan, ACHD would collect impact fees from them to widen the roadway so they couldn't require them to widen it as part of the development. She asked if that helped.

Council Member Christensen said it certainly helped but, they were looking at a six-year period after full build out that it would be over threshold capacity.

Ms. Inselman said sometimes there was some lag. Funding was always an issue so they couldn't always go in and get the roads widened as quickly as they wanted to. They did collect the impact funds that they matched with their general funds to come back and widen those roadways. That roadway was currently serving at better than the level of service D and for a two-lane arterial roadway they did an acceptable level of service at E.

Council Member Christensen thanked Ms. Inselman.

There were no other questions for Ms. Inselman.

Mayor Stear thanked Ms. Inselman.

Council President McPherson asked if that helped Council Member Christensen some.

Council Member Christensen said it did. They were in a position that made it near impossible sometimes looking at what they knew was right and what they knew they had to do. In regards to schools, he said they knew what position they were in. They were at capacity. They did not respond to this but, they'd had enough responses to understand where they sat with capacity levels. It always seemed at the end of their comment they would say when something was at full build out, they would be at or above capacity and would have to build more schools. It was hard to hear time and time again they knew they were growing too fast, building to fast, the roads were dangerous and packed, and the schools are full but, it was okay because upon full build out they would have to go this way and this way and do this with utilities, schools, sewer, roads, safety, or whatever it may be. It made it hard for the community to understand where Council's hands got tied.

Council President McPherson understood. He got chewed on all the time for stuff. He was sure Council Member Christensen did too.

Mayor Stear asked if Council Member Laraway wanted to make a comment. He could make a comment without voting.

Council Member Laraway had no comment.

Council President McPherson said it was unfortunate. They knew the roads were congested and needed work. They were given an explanation as to when and somewhat of how it would take place. Of course, they would like to see it done quicker. If the road was at a D level, as stated by Council Member Christensen, it was unfortunate they couldn't do something to get it higher but, it wasn't in their realm. Their realm was to look at everything the applicant and the people went through to get a piece of property to where it was at the right way. Based on that they had to push forward with it. They had no legal bounds to say no at that point.

Motion To: Approve Case No. 20-01-S (Preliminary Plat) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the council packet and note Council Member Laraway abstained from voting and Close the Public Hearing.
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

Mayor Stear asked, since Council Member Cardoza was absent and Council Member Laraway recused himself, was a two person vote sufficient.

Mr. Gigray said yes because they had a quorum to start with.

B. *Public Hearing continued from October 6, 2020 for exhibits and additional testimony* and consideration to approve Case Nos. 19-11-AN (Annexation) & 19-08-S (Preliminary Plat) for Ashton Estates East Subdivision – Wendy Howell, Planning & Zoning Director
ACTION ITEM
(Timestamp 01:37:04)

KM Engineering, on behalf of Kuna East LLC, requests to annex one 38.47-acre parcel into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 38.47 acres into 200 total lots (175 buildable lots, 25 common lots). The subject site is located at 2320 East Meadow View Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN: S1419241000).

Planning & Zoning Director Wendy Howell reviewed the application. She added on October 19, 2020 Planning & Zoning Staff met with Public Works and the applicant to discuss the sewer capacity. In the meeting it was determined the Danskin Lift Station as it currently sat had enough capacity to service Phase 1 of this project. Condition numbers 18 and 19 in the staff report were worked through with City Attorney Bill Gigray. It was the same verbiage that was discussed in the last case. The applicant was fully aware and in agreement of these conditions as discussed in their meeting. She noted an uninterested third party was engaged in the sewer capacity study which should be completed in the coming months. It should give them more answers. She read the two conditions.

"18. Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision."

"19. In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued."

Ms. Howell stood for questions.

Council President McPherson asked if Council Member Laraway was okay on this one.

Council Member Laraway thought he was okay. He was absent from that Planning & Zoning meeting so he didn't vote on it.

City Attorney Bill Gigray confirmed he would be fine for this.

Mayor Stear opened the public hearing. Only one person had signed up to testify. He asked if there was anyone who didn't sign up that would like to testify in this matter.

There were none.

Support:

Eric Scheck, the owner, 1406 North Main Street, Suite 109, Meridian, Idaho 83642, was pleased to have another opportunity to speak to them about the project. As Ms. Howell had mentioned, since the last hearing they had the opportunity to sit down and go through more of the details on the lift station. It was somewhat of an uncomfortable situation for them as well, working with their lenders and financial partners. They saw that there was not enough capacity on record as it sat to build all of the homes. For that reason, just as with other communities they built, if there was a lack of infrastructure or improvements, it was their intent and understanding they would have to build, finance, and contribute to the construction of those utilities. This was no different. They were in agreement and understanding of the conditions and what was being asked of them. They were thankful there seemed to be a solution which the third-party study would help bring to light. Then they could make their contribution toward that, which would benefit not only this community but, also others in the area as well. They would pay their share as he mentioned before.

Mr. Scheck said they were thankful to build more homes in Kuna. The previous owner did an excellent job, in their opinion, of designing a mix of lot sizes which could offer a wider range of larger homes and smaller affordable homes. The demand for new homes in Kuna remained very strong. They were nearly complete with the Ashton Estates community next door. This project provided them a great opportunity to continue to provide quality homes to families that might not be able to afford a one to three-acre plot of land and all the upkeep that came with it but still live near amenities, pathways, and adjoining commercial areas; especially at this intersection. He was asking for approval that night. Their hope was to immediately start construction drawings so they could be ready for development in the spring and therefore complete the first homes by the end of 2021. This was a multi-phased development. Out of 175 residential homes, the first 49 would be the first ones to come on line, which there was capacity for based on their discussions with City Staff. They understood for future phases, which given the time constraints of when those phases could come on line, this project was probably a two plus year build out based on the snail's pace they were seeing in the market. They were very confident there would be a resolution and plan in place to complete those improvements to provide the sewer capacity in time. They understood they would be submitting their plans through the process for these additional phases but, not actually putting a shovel to the ground until a will serve letter was issued to protect their interests and making sure they didn't put the cart before the horse. They were in agreement with the conditions and findings presented by staff but, if there were any other areas of concern that needed to be addressed that could sway Council to deny the project, they asked that they have the opportunity to regroup and discuss those items with staff. He thanked Council for their time and stood for questions.

Council Member Laraway asked, if this was approved, how much of the subdivision could the City serve.

City Engineer Paul Stevens replied they could serve Phase 1.

Mr. Gigray asked that anyone answering questions do so on mic and identify themselves so it could be part of the record.

Mayor Stear asked, if on a 38.5-acre parcel with 175 lots, would they all be single family homes or would there be some fourplexes.

Mr. Scheck replied they would all be single family homes.

Mayor Stear said those would be really small lots.

Mr. Scheck explained there was a combination of lots. There would be lots that could accommodate their product design for a three-car garage, the standard two-car garage, and what they called their cottage product which was a narrower two car garage; all single family.

Mayor Stear asked if there were any other questions for the applicant.

There were none.

Mayor Stear asked again if there was anyone that wanted to testify that had not signed up.

There were none.

Against: None

Neutral: None

Rebuttal: None

Council President McPherson asked Mr. Stevens to re-answer Council Member Laraway's question on mic so it would be on record.

Mr. Stevens restated they could take care of Phase 1. He added they could not take care of Phase 2. Just Phase 1 at that time. If they approved the preliminary plat and he wanted to move to final plat, he could do final plat for Phase 1 only.

Mayor Stear asked how Council wanted to proceed and if there were a lot of outstanding concerns they wanted to look deeper into. He thought the applicant wanted them to study this hard before denying.

Council Member Christensen thought this was the one they really wanted the school district to respond to and they did; showing capacity. They read it off last time but, this really showed capacity. He struggled with the district knowing where they were at and where they had to be with these neighborhoods. They knew with the build out they would bond for more schools. At that moment there was very little capacity and at build out there wouldn't be any capacity. He ran his ground with the last discussion being held.

The concerns were still warranted here but, they had hashed that out already. He was good.

Council President McPherson said his issue was the sewer capacity which had been addressed; at least for the start.

Council Member Christensen wanted to read for the public why his concern was where it was at with the school. He read from their response, "We are aware of additional proposed subdivisions in the Indian Creek Elementary and Kuna Middle School attendance zones that may bring them to capacity in the near future. Once these schools are at capacity, our Board of Trustees will have to determine whether or not a bond vote will be needed to expand our current school capacity." They were speaking the full truth but, his concern lied with the fact that with the current growth rate they knew they were going to be at capacity with these. It was "approve the subdivision but we'll be at capacity when it's fully built so we'll have to look at doing something else in the future with that". If that was how it had to be done, he understood but, he wanted people to be aware of why the concern was there to begin with last round since they didn't have a response.

Motion To: Close evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 3-0-1. Council Member Cardoza was absent.

Motion To: Approve Case Nos. 19-11-AN (Annexation) & 19-08-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
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 3-0-1. Council Member Cardoza was absent.

C. Public Hearing and consideration to approve Case Nos. 20-01-AN (Annexation) & 20-03-S (Preliminary Plat) for Ledgestone South Subdivision – Jace Hellman, Planner II
ACTION ITEM
(Timestamp 01:55:15)

Trilogy Development, Inc and Gem State Planning request to annex approximately 97 acres into Kuna City Limits with R-6 (Medium Density Residential) and R-8 (Medium Density Residential) zoning district classifications and to subdivide the 97 acres into 437 total lots (393 buildable lots and 44 common lots). The subject sites are located along North Locust Grove Road and future extensions of Ardell Road and Stroebel Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418123460, S1418123485, S1418427800 and S1418417200).

Planner II Jace Hellman presented the staff report. He reviewed the application was proposing to annex approximately 97 acres into Kuna City Limits. The applicant proposed to zone approximately 84% of that development as R-6 which would accommodate 291 standard single-family home lots. The remaining development area was proposed to be zoned at R-8 which did comply with the Kuna Comprehensive Plan which designated the property as medium density. Similar to the original Ledgestone preliminary plat, Ledgestone South was proposing to incorporate 102 alley loaded lots which were single family homes that faced the street but were accessed via a 20-foot alley and their garages and driveways were behind the homes. The net density of the project was 5.65 dwelling units per acre. The gross was 4.07 dwelling units per acre. The applicant proposed 11.6% of the project be dedicated for usable open space which was compliant with Kuna City Code. Ledgestone South sewage was anticipated to flow to the Patagonia Lift Station. The sewage would be subsequently lifted to the Danskin Lift Station. Per the City Engineer's comments, neither lift station could support this project as configured at that time. If Council were to approve this project, the applicant would be required to work with the City Engineer to provide a solution regarding the creation of additional capacity. The condition was provided as Condition 6 in Section I of the staff report. Staff proposed two additional conditions of approval to be added to the overall conditions of approval. The conditions were:

"The developer, owner, or applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Station or other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision."

"In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3, a time extension to file a final plat up to and until a Will-Serve Letter has been issued."

The applicant was aware of the current status of the lift station and it was Mr. Hellman's understanding their project engineer had already begun having conversations with the City Engineer regarding potential solutions or at least discussing the lift station and main line deficiencies. If Council approves the annexation and preliminary plat, staff recommended the applicant be subject to the conditions of approval listed in Section I of the staff report, the two recommended additional conditions of which he provided a copy of to the City Clerk and would provide to Council, as well as any other conditions this decision-making body decided to impose. He stood for questions.

Mayor Stear opened the public hearing. Only one person had signed up to testify. He asked if there was anyone who didn't sign up that would like to testify in this matter.

There were none.

Support:

Jane Suggs, Gem State Planning, 9840 Overland Road, Boise, Idaho 83709, was representing Ledgestone South Subdivision and Trilogy Development. She thanked Mr. Hellman for outlining the details. She reiterated they met Kuna's comprehensive plan for medium density, their preliminary plat met the requirements of Kuna's zoning code, they agreed to the conditions in the staff report and were aware of the two new conditions. They assumed those would be exactly the same conditions to all projects in the vicinity so it was consistent. They agreed with that.

Ms. Suggs explained Council had seen the original Ledgestone project on Hubbard. That was under construction. Ledgestone South was just below the original ledgestone project. There could also be more Ledgestones coming. Ledgestone South was designed to connect seamlessly to Ledgestone and add more amenities for the residents of these Ledgestone communities.

Ms. Suggs reviewed they were requesting annexation with two different zoning designations; R-8 for the alley loaded lots and R-6 for the front-loaded lots. Both designations were supported by the Kuna Comprehensive Plan. There were 393 lots with 26 being the R-8 lot size. That was for the alley loaded lots. There would be 41% at the R-6 lot size and 33% of the lots would be the size of the R-4 lots. They had a nice mix of lots. Their gross density was just over four units to an acre.

Ms. Suggs noted page 589 of the total packet was their landscape rendering. Central Park was almost four acres and would include a swimming pool to serve the residents of Ledgestone and Ledgestone South, a play structure, a picnic shelter, and some parking spaces. With Ledgestone they built a nice regional pathway along Mason Creek. Now there was a space between Ledgestone and Ledgestone South on the north boarder. They would put in a five-foot sidewalk a half mile in length between the two projects. There were a couple streets that would have to be crossed because they had put in stub streets. There were also other pathways that directed people to the park areas.

Ms. Suggs stated, with the construction of Ledgestone South, they would add to the mid-mile collector Stroebel Road that ran from Hubbard south and they would construct an extension of Ardell road for about a half mile from Stroebel Road to Locust Grove Road. They were doing work ACHD would love to see go in. These were the collectors that allowed neighbors to cross from one subdivision to another with out having to go out on the arterial streets. To address Council Member Christensen's concern, sometimes they had an ACHD staff report that Ledgestone, Ledgestone South, and Patagonia, which was recently approved, were all having an impact on Hubbard Road, Locust Grove Road, Deer Flat Road, and Highway 69. They gave each of them a threshold of the number of lots that could come in with a plat. When they came to their 301st lot, they would have to stop and either do a new traffic impact study to make sure they accurately captured what was going on in the area or some funding for some construction if they had the ability to do that. Often it was offsite construction so they couldn't always do that. In some cases, they had to stop working and building homes. This was ACHD's way of looking at some of the improvements that needed to come. She knew Ledgestone and Ledgestone South

had a certain threshold, a number of lots that could be built, before they had to regroup. She thought Patagonia had a similar requirement as well.

Ms. Suggs also noted they were very aware of the sewer. As Mr. Hellman mentioned, their project engineer, David Bailey, had already contacted City Engineer Paul Stevens to find out what was going on with the third party that was doing the work for the City to come up with the options for solutions. She hoped someone was also coming up with some of the financial options for those as well. She saw that Mr. Stevens was shaking his head so that was good. As Council Member Christensen said, they did have a letter from the Kuna School District outlining the current enrollment and their capacities for Silver Trail Elementary, Fremont Middle School, Kuna High School, and Swan Falls High School. Like roads and schools, capacities are met before building. Rarely was a school built to wait for kids to come. That was just how development worked.

Ms. Suggs restated they were meeting the land use designation in the comp plan and the requirements of the zoning code and the subdivision requirements of the code. They agreed with the conditions of the staff report and the new additional conditions regarding sewer. They respectfully requested approval of their annexation, rezones, and preliminary plat. She stood for questions.

Council Member Laraway recused himself from this as well.

Mayor Stear noted Ada County Planning Services said this did not comply with their area expansion and it was agricultural. He assumed it was because it was an annexation so it didn't meet their comp plan but it did meet Kuna's.

Mr. Hellman confirmed that was correct.

Mayor Stear was having problems pulling it up on his device.

Council Member Christensen clarified Mayor Stear was referencing the Ada County Development Services Department on page 91 of 148 or 597 of 665 for the overall packet.

City Clerk Chris Engels offered to pull it up on the main screen.

Mayor Stear said that was mainly his question. He just couldn't ask it properly because he couldn't pull it up. He noted this would be putting a lot of traffic out on those back roads again. He knew they were going to be doing some road improvements but one of the main concerns he heard was Kuna would be plugging up all the roads out of Kuna. He didn't know how anybody else felt about that. The last one they did and this one here put a lot of traffic on those little, old roads. He was mostly concerned about the density.

Council Member Christensen noted there were a lot of comments made by ACHD in regards to that as well. They did outline more or less how they could resolve that as they build but, when that was combined with the issues Council had identified and couldn't do anything about and an entire department that was highly against it based on where it was

and the type of land it was over-taking, it went to say it wasn't just one part of Kuna people were worried about. The roads were getting bad everywhere. It was just one specific section he wanted to focus on. Again, ACHD put forth a lot of concerns but outlined how they could fix that. That was why he didn't have a lot of questions in relation to that. The schools responded as well and where able to say what they needed to say with capacity and, as Ms. Suggs said, they had to be at capacity before they could build more but, that didn't withdraw a lot of the frustration people were seeing.

Mayor Stear added it was like sewer capacity. It was not Kuna's intention to fund development so that project would have to pay for the infrastructure needs and then work in on a late comer fee or some way of being reimbursed rather than the City funding it. There just wasn't the money in the hoppers to make those improvements. For a project like this to go through, that had to be considered and agreed upon.

City Attorney Bill Gigray reminded Council, in regards to infrastructure for water, sewer, and irrigation, those were proprietary funds. It would be contrary to supreme court law with regards to a fee or a tax to expand and enlarge the system using the City's money. That was why all of these developers were required to pay for it if upgrades had to be made. City proprietary funds could not be used for expansion and enlargement of the system. That was the rule in Idaho. That was why developers always paid for the expansion and enlargement of the system. If it had to be expanded beyond where it currently existed in order to get to the new development and it would serve benefited areas, that was where they got into late comer fee agreements with them when they oversized a line. In this instance, unlike the subdivision decision they faced earlier in the evening, annexation was a legislative matter and a matter of discretion. Zoning and conditional use permits and subdivisions were where they were applying City ordinances to permits. In this instance, they were seeking annexation. If they determined they did not want to annex something they could exercise legislative authority to not annex but, they would obviously want to have some rationale as to why they were doing that. They had done it before. This was a matter of looking at the build out of the City; was it in filling, was it extending out. Council would make that decision but, when they made that decision, they could exercise discretion.

Mayor Stear said that was his major concern; especially with a project of this size. They just did one that had to have some things taken care of to provide waste water treatment and one of this size was that much more concerning. He didn't think they wanted to do something that didn't have a good solid plan on how to serve it. That was what bothered him most about any of these with trouble on waste water treatment. It was a large project and he was uncomfortable moving forward with something that big until they had a plan in place for serving it and knew what that entailed. It wasn't in anyone's favor to figure out later they would need to charge someone a whole bunch of money to make something happen. Then there would be an annexed piece of property that their hands were tied on what they had to approve there. He was concerned they were moving ahead to quickly with some of these things while discussing the City's ability to serve. He knew the school district was talking about having to bond in the future but, that wasn't the case for their situation. He also wasn't sure how successful bonding would be in the future anyways. He was afraid they were getting to far out there with their ability to serve.

Council Member Christensen echoed Mayor Stear's concerns. He appreciated him being honest about them. They talked a lot about their relationships with their partners at Ada County. When they agreed to the impact plans and then looked at this, it went against what the County was trying to do. It went both ways. They had to do what was best for the City at any given time and maintain those relationships without discrediting everything they had to say, as hard as that could be sometimes. He wanted that clear with a lot of the things he projected, it was not that there wasn't relationships or trust there. They had to take it both ways and look at the good and the bad when it came to that. When it came to annexing something that carried all the concerns in his head, it validated a lot of things that were said and made clear that night.

Mayor Stear brought up the school district. He didn't want to give them a hard time. They weren't a land use agency. They told Council where they were at, what they had, and what position it would put them in. They wouldn't say this would really hurt so don't do this project. They would not recommend approval or denial. He wanted to be careful to make sure Council wasn't making it sound like the school district wasn't speaking up enough when they should. He felt they got the comments from them that they did because they weren't a land agency.

Council President McPherson was on the same track. He said, if they knew they couldn't serve them, why would they annex them. It was a plat they had seen before; the style and the layout. It had a lot offerings of lot sizes and home styles which was great but, at the end of the day, when you took a shower, you wanted the water to disappear not sit in the tub. If that was an issue, he thought they should address that first before addressing more preliminary plats and will serve letters. That was where he was at.

Against: None

Neutral: None

Rebuttal: None

Motion To: Close evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

Motion To: Deny Case No. 20-01-AN (Annexation)
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion:

City Attorney Bill Gigray assumed they were dealing with the annexation. It should be done like the previous one. If they denied annexation, the other applications became moot. That was how they dealt with Spring Rock. He recommended they continue the

hearing for the preparation and receipt of the Findings and Conclusions for their consideration at a date certain they would set with time for staff to prepare it.

Amended Motion To: Deny Case No. 20-01-AN (Annexation) and continue the Public Hearing to the November 4, 2020 City Council Meeting and direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

7. Business Items:

A. Consideration to reauthorize funds for Test Well 12 and approve Resolution No. R64-2020 – Paul Stevens, Public Works Director ACTION ITEM
(Timestamp 02:29:49)

RESOLUTION AWARDING THE CONTRACT FOR THE TEST WELL 12 PROJECT TO TREASURE VALLEY DRILLING LLC IN THE AMOUNT OF $142,900.00 FOR THE DRILLING AND DEVELOPMENT OF TEST WELL 12; DIRECTING EXPENDITURE OF FUNDS INCLUDING UP TO $142,900.00 FROM THE WATER FUND CONTINGENCY ACCOUNT FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

Public Works Director Paul Stevens explained a few different things went on with this. They didn't actually receive bids during the requested time. A bidder was out of state and couldn't comply with Idaho Code 44-1001 which required 95% of his team to be from Idaho so he didn't actually bid. The other company couldn't meet the City's time schedule. Mr. Stevens consulted with City Attorney Bill Gigray since they didn't get any bids and Idaho Code said the City should then negotiate with the low bidder. He got both companies to send him their bids and they were able to negotiate a price with Treasure Valley Drilling for the sum of $142,900 even. He stood for questions.

Motion To: Reauthorize funds for Test Well 12 and approve Resolution No. R64-2020
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 3-0-1. Council Member Cardoza was absent.

B. Consideration to approve Resolution No. R63-2020 – Bobby Withrow, Parks Director ACTION ITEM
(Timestamp 02:32:20)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "PARK DEVELOPMENT AND CONVEYANCE AGREEMENT" WITH GREGORY AND HEIDI JOHNSON FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE PATAGONIA SUBDIVISION PHASE 6 FOR PURPOSES OF DEVELOPMENT OF A MUNICIPAL PARK (THE "PARK"), WHICH SHALL BE KNOWN AS FITZ ROY PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Parks Director Bobby Withrow stated the hard copy agreement in front of Council was the updated version of the Park Development and Conveyance Agreement. The original agreement submitted with the packet had some verbiage he and City Attorney Bill Gigray didn't like so they fixed it. As it was now, they could move forward with it. He had the redline version with him if they wanted him to review the changes but it was very similar to what was in the packet. He stood for questions.

Mayor Stear reviewed this was something that would normally be on the consent agenda. It was an agreement on developing a park and there were just a couple things that needed to be cleared up. They took care of that by making a couple minor changes.

Council President McPherson said he was good. He asked if the rest of Council was good.

Council Members Christensen and Laraway nodded.

Council President McPherson confirmed this was Resolution No. R63-2020.

Motion To: Approve Resolution No. R63-2020
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 3-0-1. Council Member Cardoza was absent.

8. Ordinances: None

9. Executive Session: None

10. Mayor/Council Announcements:

(Timestamp 02:35:00)

Mayor Stear update Council the City was getting closer on their project in front of City Hall. They should be ready for a November unveiling.

City Clerk Chris Engels spoke. *(unintelligible – off mic)*

Mayor Stear gave an update on Downtown Revitalization Phase II. They did the final walk through and there was a punch list of a few things to take care of. There were some cracks in some concrete that needed to be taken out and replaced, there were a couple cuts in the asphalt that needed to be taken care of, and some of the lights were on a timer and some were on an electric eye so they weren't in sync. Half the lights were on and half were off but they were getting them all on timers so hopefully that would all work out well. It was looking good and he was pleased they were coming to an end of the project. It had gone a long time and it was a lot of work and effort by a lot of people to make it happen. He used the example of City Clerk Chris Engels being largely responsible for multiple funding sources that were needed to make the project happen. It added a lot of complications and made it tough but with everyone working together they were able to pull it off. They had a great project at a great price for the city of Kuna. He appreciated all the City's partners and all the work of ACHD. They had people out here all the time making sure the project was going along as it should and they did a great job. They still were. He appreciated their efforts and everyone else's. There were so many people he couldn't list them all. He was very pleased with it.

11. *Adjournment:* 8:37 P.M.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 11.04.2020

CITY OF KUNA
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SIGN-UP SHEET

October 20, 2020 – City Council, Public Hearing

Case Name: ***Fossil Creek Subdivision***;
Case Type: Preliminary Plat for Fossil Creek Subdivision
Case No.: **20-01-S (prelim plat).**

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Council/**Commission**.

IN FAVOR	NEUTRAL	IN OPPOSITION
☑ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☑ Testify ☐ Not Testify
Jane Suggs		Clare Marsala
Print Name	Print Name	Print Name
9840 Overland		2150 Secluded Ct.
Print Address	Print Address	Print Address
Boise 83709		Kuna ID 83634
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☑ Testify ☐ Not Testify
		John Marsala
Print Name	Print Name	Print Name
		See above
Print Address	Print Address	Print Address
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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

October 20, 2020 – City Council Public Hearing
(Continued from October 6, 2020)

Case Name: Ashton Estates East
Case No: 19-11-AN (Annexation) & 19-08-S (Preliminary Plat)

Case Type: Kuna East, LLC and KM Engineering requests to annex one 38.47-acre parcel into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 38.47 acres into 200 total lots (175 buildable lots, 25 common lots). The subject site is located at 2320 East Meadow View Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN: S1419241000).

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.

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ERIC SCHECK (OWNER)		
Print Name	Print Name	Print Name
1406 N MAIN ST STE 109		
Print Address	Print Address	Print Address
MERIDIAN ID 83642		
City State, Zip	City State, Zip	City State, Zip
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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

October 20, 2020 – City Council Public Hearing

Case Name: 20-01-AN (Annexation) & 20-03-S (Preliminary Plat) – Ledgestone South Subdivision

Case Type: Trilogy Development, Inc and Gem State Planning request to annex approximately 97 acres into Kuna City Limits with R-6 (Medium Density Residential) and R-8 (Medium Density Residential) zoning district classifications and to subdivide the 97 acres into 437 total lots (393 buildable lots and 44 common lots). The subject sites are located along North Locust Grove Road and future extensions of Ardell Road and Stroebel Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418123460, S1418123485, S1418427800 and S1418417200).

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.

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Jane Suggs		
Print Name	Print Name	Print Name
4840 Overland		
Print Address	Print Address	Print Address
Buse 83709		
City State, Zip	City State, Zip	City State, Zip
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KUNA Planning & Zoning

20-01-AN (Annexation) and 20-03-S (Preliminary Plat) – Ledgestone South Subdivision

Additional Recommended Conditions

- Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Directors issues a Will-Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Stations or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.

- In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

PARK DEVELOPMENT AND CONVEYANCE AGREEMENT

This Park Development and Conveyance Agreement (the "**Agreement**") is entered into this _____ day of _____ 2020, by and between City of Kuna, a municipal corporation of the State of Idaho (the "**City**") and Gregory and Heidi Johnson, husband and wife (the "**Landowner**").

RECITALS

A. Landowner owns certain real property in the Patagonia Subdivision Phase 6, consisting of approximately eight (8) acres more particularly described in a legal description attached hereto and made a part hereof as **Exhibit A** (the "**Park Property**"); and

B. Landowner desires to gift, grant and transfer the Property, and City desires to receive as a gift, have granted and have transferred the Park Property for purposes of development of a municipal park (the "**Park**"), which shall be known as Fitz Roy Park; and

C. The City has included in its capital improvement plans the construction of Phase 2 Improvements (defined below) which will be funded and constructed during the City's 2021-2022 fiscal year budget and substantially completing all Work on the Phase 2 Improvements by May 31, 2022, subject to the Landowner timely gifting, granting and transferring the Park Property to the City in accordance with the terms and conditions of this Agreement; and

D. The gift of the Park Property was not a requirement or condition of any entitlements or approvals granted to Landowner or any of Landowner's affiliated entities by the City. The gift and donation of the Park Property is made voluntarily by Landowner. No consideration is being provided by the City in exchange for the Park Property other than the statements set forth in these recitals of its intention to develop the Park Property with the "Phase 2 Improvements" (defined below) and as further set forth herein; and

E. Landowner has agreed to provide the construction, installation and inspection of the improvements necessary to construct "Phase 1 Improvements" (defined below) of the Park, while the City intends, subject to the Landowner timely gifting, granting and transferring the Park Property to the City in accordance with the terms and conditions of this Agreement, to construct "Phase 2 Improvements" (defined below) of the Park.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants and conditions set forth herein, City and Landowner do hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following words have the meanings herein stated:

1.1 "Agreement" shall mean this Park Development and Conveyance Agreement.

1.2 "City" shall mean the City of Kuna party to this Agreement.

1.3 "Closing" shall mean and refer to the consummation of the gift, grant and conveyance of the Property to the City upon the completion of Phase 1 Improvements of the Park Plan in accordance with this Agreement and any other consistent instructions. The date of Closing shall be referred to herein as the "Closing Date."

1.4 "Design Engineer" shall mean Breckon Land Design Incorporated (landscape architects and civil engineers) and will not be changed without the prior written consent of Landowner.

1.5 "Landowner" shall mean Gregory and Heidi Johnson, husband and wife parties to this Agreement.

1.6 "Park Plan" shall mean the completed and fully detailed drawings and specifications for Phase 1 Improvements and Phase 2 Improvements prepared by and paid for by Landowner, setting forth in detail the design of the Park and the requirements for construction of the Work, which plans are attached hereto as **Exhibit B** and made a part hereof.

1.7 "Park Property" shall mean that certain real property which is legally described in Exhibit A attached hereto and by this reference incorporated herein this definition.

1.8 "Phase 1 Improvements" shall mean construction of all of the improvements on the Park Property in accordance with the portion of the Park Plan labeled as "Phase 1".

1.9 "Phase 2 Improvements" shall mean installation of all remaining improvements on the Park Property as shown on the Park Plan labeled as "Phase 2".

1.10 "Project" shall mean both the design and construction of certain park improvements to the Park and the Park Property.

1.11 "Project Representative" shall mean the person authorized by City to act on its behalf as to matters indicated under this Agreement.

1.12 "Work" shall mean all labor, equipment, materials, management services and other services necessary or appropriate to construct the Project.

2. CONSTRUCTION OBLIGATIONS OF LANDOWNER

2.1 Plans and Specifications. The Phase 1 Improvements shall be installed and constructed by the Landowner upon the Park Property as labeled Phase 1 Improvements on the Park Plans.

2.2 Work. Landowner shall provide all construction supervision, inspection, labor, materials, tools, equipment, and all other Work necessary for the execution and completion of the Phase 1 Improvements.

2.3 Defects. Landowner warrants to City for one (1) year from the date of possession of the Project by City that all materials and equipment furnished in connection with the Phase 1 Improvements will be new; that all Work will be of good quality, free from improper workmanship and defect, and, further, that the materials and equipment used in construction will be constructed and installed in accordance with the Phase 1 Improvements as labeled on the Park Plans and accepted by the Design Engineer. With respect to latent defects not reasonably

discoverable within such one year period of time, such defects shall be corrected by Landowner upon written request given within one year from the actual date of discovery of such defect, except that Landowner shall not be required to correct latent defects first discovered later than one (1) year from completion and acceptance by the Design Engineer of the Phase 1 Improvements. The foregoing warranties are in addition to and not a limitation of warranties as may be available from manufacturers of equipment, suppliers of materials or other third-parties.

2.4 Manufacturer Warranties. Landowner will collect and submit to City all manufacturers' warranties and all other documents, if any, relating to the Phase 1 Improvements.

3. TRANSFER OF THE PROPERTY

3.1 Transfer of Title. Landowner agrees at Closing to gift, grant and convey to the City, and City agrees to accept the Landowner's gift, grant and conveyance of the Park Property with the Phase 1 Improvements within five (5) business days of the Phase 1 Completion Date (as defined in Section 5.2, below) (the "**Gift Date**").

3.2 Deed. Landowner shall convey the Park Property to City by a deed of gift of the form of the Park Dedication Deed attached hereto as **Exhibit C** and made a part hereof.

3.3 Title Commitment/Title Policy. Except as set forth below, Landowner makes no express or implied warranties pertaining to the condition of title to the Property.

3.3.1 Prior to commencement of the Phase 1 Improvements, City will obtain at its own cost a policy of title insurance ("**Title Policy**") which may be updated at the Closing Date, insuring City against loss or damage by reason of defect in Landowner's having good and marketable title to the Property, subject only to printed exclusions and general exceptions appearing in the policy form and permitted exceptions.

3.3.2 Landowner shall provide written notice to the City thirty (30) days in advance of the Closing Date.

3.3.3 City shall order a preliminary title report within three (3) business days of this Agreement. Within ten (10) business days of receipt of the preliminary title report, City will notify and provide Landowner with written notice of any defect to Landowner's good and marketable title to the Property. Landowner shall then provide notice to City of its intent to cure the title defect or its dispute of the title defect claim or that it will not cure the defect. If Landowner chooses not to cure the defect, this Agreement shall terminate and be of no further force or effect and Landowner shall have no obligation to proceed with the Phase 1 Improvements.

3.3.4 Upon receipt of City's response to the preliminary title report and acceptance of the matters identified therein (the "**Permitted Exceptions**"), Landowner shall proceed with the Phase 1 Improvements. After commencement of the Phase 1 Improvements, City's right to terminate pursuant to any title-related matter shall terminate with regard to Permitted Exceptions.

3.3.5 If prior to the Closing Date, any new title matters are identified, City may provide written notice of any objection and the parties shall cooperate to remove any such

matters. All liens of any financial obligations of Landowner shall be removed as of the Closing Date.

3.4 Closing Matters. The transfer of the Property at Closing as contemplated by this Agreement shall take place through escrow closing at Empire Title & Escrow, with costs shared equally by Landowner and City.

3.5 Value. The value of the Park Property with the Phase 1 Improvements shall be determined by an AIA appraisal. In the event such appraisal occurs after the donation of the Park Property by Landowner, City shall accommodate such appraisal at no cost to the City, as and when required.

3.6 Prorations. All items typically prorated, including, without limitation, taxes, and assessments, shall be prorated as of the Gift Date. All prorations shall be final.

3.7 Tax Status. It is understood that Landowner intends for the transfer of the Property to City to represent a gift and to qualify as a tax-exempt contribution to City. In recognition of the gift from Landowner, City will provide information and assistance as necessary for completion of the applicable Department of Treasury Forms and other reasonable documentation as may be required to document such gift, including, without limitation, Form 8283 and a written, signed acknowledgment by City, stating the amount of the contribution and that City provided no goods or services to Landowner in consideration for the donation.

4. LANDOWNER SUBCONTRACTORS

4.1 No City Contract with Landowner Subcontractors. No contract or agreement, express or implied, shall be deemed to exist between City and any subcontractor, supplier, consultant or other person acting on behalf of Landowner. Landowner shall be responsible for the control and direction of all subcontractors, supplies, and other persons participating in the construction of the Phase 1 Improvements and shall be responsible to Landowner for their acts and omissions, and their failure to perform the Work in strict accordance with the Park Plans. Landowner shall be responsible for the payment of all subcontractors, supplies and other third parties participating in the construction of the Phase 1 Improvements and shall indemnify, defend, and hold City harmless from any claim, liability, cause of action, or suit relating to or arising out of the acts of such persons or failure by such persons to make payments due or allegedly due.

5. COMPLETION OF THE PROJECT

5.1 Construction Completion. Landowner shall substantially complete all Work on the Phase 1 Improvements by May 31, 2021.

5.2 Completion of the Project. Completion of the Project shall mean the date determined by the Project Representative and Landowner when construction is sufficiently complete in accordance with the Phase 1 Improvements or Phase 2 Improvements, as applicable, in accordance with the Park Plans. At the time of closing of the gift, grant and conveyance of the Property by the Landowner and the City's acceptance following the completion of the Phase 1 Improvements and prior to City taking possession of the Project, City shall direct the Project Representative to execute a written certificate of completion (the "**Phase 1 Certificate of Completion**"). The date of the Phase 1 Certificate of Completion shall be the

"**Phase 1 Completion Date**." All warranties, including, without limitation, the one (1) year warranty provided in Section 2, shall commence on the Phase 1 Completion Date

6. CHANGES IN THE PROJECT

6.1 Changes. The parties, without invalidating this Agreement, may mutually agree to order changes within the general scope of the Project consisting of additions, deletions or other revisions. The applicable Completion Date shall be adjusted accordingly. Changes in the Project may be authorized only by written Change Order approved by Landowner and City. A change order ("**Change Order**") is a written order authorizing a change in the Project or the applicable Completion Date and executed by City and Landowner.

7. INDEMNITY

7.1 Indemnities. Landowner shall indemnify, defend and hold harmless City, its agents, employees, representative, consultants and successors from and against all claims, damages, costs, liabilities, judgments, legal fees, expenses, actions, and suits for personal injury, death, and property damage, arising prior to the Phase 1 Completion Date associated with the Phase 1 Improvements, the Work, or the acts or omissions of Landowner, subcontractors, suppliers, agents, consultants, representatives and materialmen, including without limitation the employees of each, caused by any negligent or wrongful act or omission of any of such persons or by any failure to comply fully with any term or condition of the Park Plans, to the extent the acts, omission, or negligence of City did not cause such claims, damages, costs, liabilities, judgments, legal fees, or expenses.

7.2 No Warranty. No warranty is created or implied by this indemnity other than as set forth in Sections 2 and 5 hereof.

7.3 No Landowner Liability After Closing Date. Except as otherwise provided in this Section, Landowner shall not be responsible for any claims, damages, costs, liabilities, judgments, legal fees, expenses, actions, and suits arising after the Closing Date in connection with the Park or the Park Property.

8. TERMINATION OF AGREEMENT AND CITY'S RIGHT TO PERFORM DEVELOPER'S OBLIGATIONS

8.1 Termination for Cause.

8.1.1 If Landowner fails to perform any of its obligations under this Agreement, City may upon seven (7) calendar days' written notice to Landowner take such action as is necessary to perform such obligation either with or without terminating this Agreement.

8.2 Waiver. A waiver by either party of any default of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of either party or apply to any subsequent breach of any such or other covenants and conditions.

9. NOTICES

Any and all notices, demands, requests or other communications required under this Agreement, shall be in writing and shall be deemed properly served or delivered, if delivered by

hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt request, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, or if sent via facsimile transmission, when received as determined by the facsimile transmission report related thereto, addressed as follows:

To City:	Kuna City Clerk 751 W. 4th Street Kuna, Idaho 83634
With a copy to:	Bobby Withrow Director, Parks and Recreation Department 270 Orchard Ave. Kuna, Idaho 83634
To Landowner:	Gregory and Heidi Johnson 2463 E. Gala St., Suite 120 Meridian, Idaho 83642
With a copy to:	Hethe Clark CLARK WARDLE LLP PO Box 639 Boise, Idaho 83701

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided.

10. UNFORESEEN CONDITIONS

10.1 Subsurface Conditions. Should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the applicable Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

11. MISCELLANEOUS

11.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

11.2 Date Hereof. As used herein, the term "the date hereof" shall mean the date first set forth above.

11.3 Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

11.4 Entire Agreement. This Agreement represents the entire agreement between City and Landowner regarding the subject matter of this Agreement and supersedes all prior

negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both City and Landowner.

11.5 Severability. Should any portion of this Agreement be found to be unenforceable by a court of competent jurisdiction in such determination shall not void the entire Agreement, but will be limited only to those unenforceable provisions.

11.6 Attorney Fees. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorney fees incurred by the other party shall be reimbursed to the other party upon demand. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

11.7 Captions. The captions at the beginning of the several paragraphs and sections, respectively, are for convenience in locating the context, but are not part of the text.

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

CITY OF KUNA

By:_____
Joe Stear, Mayor
Dated: _____

ATTEST:

By:_____
_____, Ex-Officio City Clerk
Dated: _____

LANDOWNER

_____
GREGORY B. JOHNSON
Dated: _____

_____
HEIDI JOHNSON
Dated: _____

Schedule of Exhibits:

Exhibit A – Legal Description of the Park
Exhibit B – Deed of Gift
Exhibit C – Park Plans

EXHIBIT A
LEGAL DESCRIPTION

Legal Description
Park Site (Lot 37 Block 11)
Patagonia Subdivision No. 6

A parcel located in the NE ¼ of the SW ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the northeast corner of the SW ¼ of said Section 7 bears S 89°19'20" E a distance of 2561.82 feet;

Thence S 89°19'20" E along the northerly boundary of said SW ¼ a distance of 1227.13 feet to a Brass cap monument marking the northwest corner of the NE ¼ of said SW ¼; also being the Initial Point of Rice Ridge Subdivision, as shown in Book 68 of Plats on Pages 6919 thru 6920, records of Ada County, Idaho;

Thence along the easterly boundary of said Rice Ridge Subdivision S 0°21'14" W a distance of 51.00 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary S 89°19'20" E a distance of 689.58 feet to a 1/2 inch diameter rebar on the westerly boundary of the proposed Patagonia Subdivision No. 4;

Thence along the westerly boundary of said proposed Patagonia Subdivision No. 4 the following courses and distances:

Thence S 0°28'13" W a distance of 301.32 feet to a 5/8 inch diameter rebar;

Thence S 38°27'29" W a distance of 423.96 feet to a 5/8 inch diameter rebar;

Thence N 55°26'08" W along said westerly boundary, and along the northerly boundary of Patagonia Subdivision No. 3, as shown in Book 115 of Plats on Pages 17107 thru 17111, records of Ada County, Idaho, a distance of 157.98 feet to a 5/8 inch diameter rebar;

Thence continuing along said northerly boundary N 89°38'46" W a distance of 296.69 feet to a 5/8 inch diameter rebar marking the northwesterly corner of said Patagonia Subdivision No. 3, said point being on the easterly boundary of said Rice Ridge Subdivision and the westerly boundary of said NE ¼ of the SW ¼;

Thence along said boundary N 0°21'14" E a distance of 550.00 feet to the **POINT OF BEGINNING.**

This parcel contains 8.335 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
July 12, 2019

LandSolutions
Land Surveying and Consulting

Park Site
Patagonia No. 6
Job No. 19-60
Page 1 of 1

PATAGONIA SUBDIVISION NO. 6

PARK SITE - LOT 37, BLOCK 11

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 7, T. 2 N., R.1 E., B. M.
CITY OF KUNA, ADA COUNTY, IDAHO

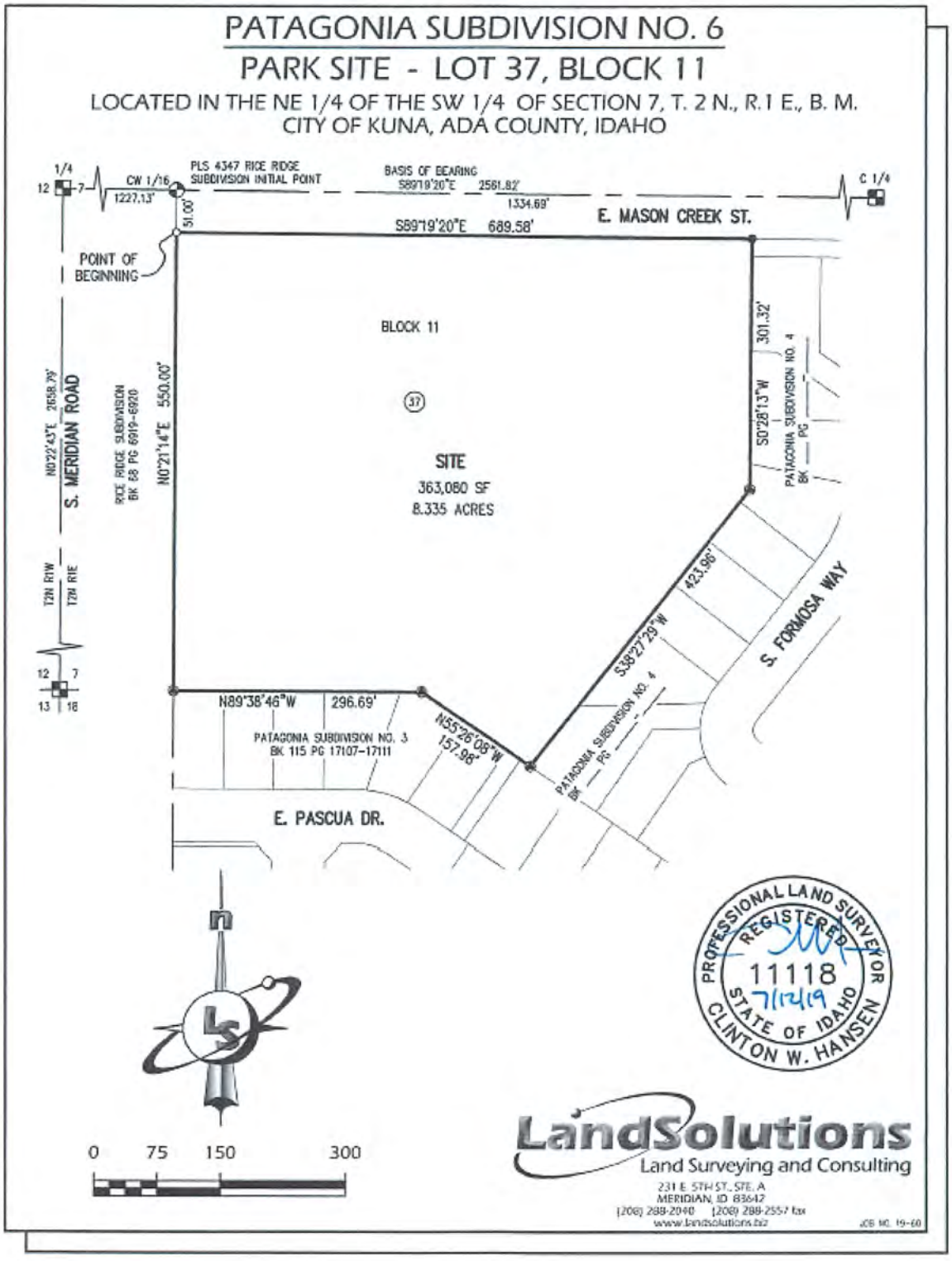


EXHIBIT B
DEED OF GIFT

After Recording
Return to:

Hethe Clark
Clark Wardle LLP
PO Box 639
Boise, Idaho 83701

FOR RECORDING INFORMATION

PARK DEDICATION DEED

THIS INDENTURE made and entered into as of the Effective Date (defined below), by and between Gregory and Heidi Johnson, husband and wife (the "**Grantor**"), and The City of Kuna, a municipal corporation (hereinafter referred to as the "**Grantee**"), whose current address is 751 W. 4th Street, Kuna, Idaho 83634.

WITNESSETH:

Grantor does hereby give, devise, and convey to Grantee, for the purposes herein provided, all that real property described on **Exhibit A** attached hereto and made a part hereof, together with all appurtenances and improvements located thereon or therein and subject to all easements thereon or relating thereto (the "**Park Property**"), for the use and benefit of the public as a public park and recreational area forever, subject to the following conditions, restrictions, and covenants that Grantee hereby agrees to truly and faithfully keep, maintain, observe, and perform:

1. **Name of Park.** Grantee shall name and style the public park located on the Park Property and it shall forever be known and designated as the "**Fitz Roy Park**" and by no other name.

2. **Use of Park.** The Park Property shall forthwith be set apart, dedicated, treated, and maintained by the governing authorities of Grantee as a public park and recreation place for the benefit and use of the general public, subject to the following restrictions:

   a. The Park Property will be accessible by the general public upon completion of the Phase 1 Improvements (as defined in that certain Park Development and Conveyance Agreement dated _____), except during temporary closures related to the construction or maintenance of required improvements to the Park Property.

   b. No later than May 31, 2022, Grantee shall complete construction of the Phase 2 Improvements on the Park Property, in compliance with the design approved by Grantor. This construction deadline may be extended for one (1), six-month period by Grantor, upon receipt of a written extension request from Grantee. Grantor's response to such extension request from Grantee shall be in writing and shall not be unreasonably delayed, conditioned, or denied.

   c. Grantee shall not permit the use of the Park Property or its facilities for commercial use, profit, or gain of any individual, or commercial advertising.

   d. No vehicles other than those required for construction, development, maintenance, and upkeep of the Park Property by Grantee or its agents will be permitted on the Park Property.

3. **Additional Rules Permitted.** Grantee shall exercise its police powers to keep and maintain said property as a public park, for the purposes of pleasure and recreation, free of public nuisances. Grantee shall have power and authority to adopt additional reasonable rules and regulations for the use of the Park Property by the public consistent with the above-stated purposes and restrictions.

4. **Restriction on Transfer.** The Park Property is to be used for the purposes set forth herein, and it is one of the express conditions of this conveyance that such property shall not be sold, transferred, exchanged, or encumbered by Grantee, but shall be kept and used perpetually only for such purposes.

5. **Adequate Maintenance.** Subject to annual appropriation by the Kuna City Council, Grantee shall keep and maintain the Park Property in a good and reasonable condition.

6. **No Use as Public Access.** The Park Property shall not be used or maintained for roadway access to adjoining privately-held property, nor shall the Park Property or any portion thereof be permitted to be used as a thoroughfare or highway.

7. **Acknowledgment**. In executing below, Grantee acknowledges: (a) no goods or services were or will be provided by Grantee to Grantor in exchange for the contribution of the Park Property by Grantor; and (b) Grantee presently plans to use the Park Property in accordance with the restrictions set forth herein.

Grantee shall fully, truly, and faithfully observe, keep, and comply with each and all of the aforesaid covenants, conditions, and restrictions.

If any portion of the Park Property dedicated by this instrument shall not be used and maintained for any of the stated purposes, or if any portion of such Park Property shall cease to be used and maintained for any of such purposes, or if any portion of such property shall be used for any other purpose inconsistent with such purposes, then all the right, title, and interest in and to the described Park Property and to the improvements on such Park Property shall be conveyed to a non-profit corporation as identified by Grantor, Grantor's heirs, or assigns.

[*end of text – signatures on following page*]

IN WITNESS WHEREOF, this Park Dedication Deed has been duly executed the day and year last below written (the "**Effective Date**").

GRANTOR:

[specimen – not for execution]
GREGORY B. JOHNSON
Dated: _____

[specimen – not for execution]
HEIDI JOHNSON
Dated: _____

GRANTEE:

CITY OF KUNA,
an Idaho municipal corporation

[specimen – not for execution]
Joe Stear, Mayor

ATTEST:

[specimen – not for execution]
_____, Ex-Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of_____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY B. AND HEIDI JOHNSON, husband and wife, and acknowledged to me that such individuals executed the same.

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 for _____
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE STEAR and _____, known or identified to me to be the Mayor and Ex-Officio City Clerk of **Kuna, Idaho**, the municipal corporation that executed the instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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 for Idaho
Residing at _____
My commission expires: _____

EXHIBIT A TO PARK DEDICATION DEED
Legal Description of the Park Property

Legal Description
Park Site (Lot 37 Block 11)
Patagonia Subdivision No. 6

A parcel located in the NE ¼ of the SW ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the northeast corner of the SW ¼ of said Section 7 bears S 89°19'20" E a distance of 2561.82 feet;

Thence S 89°19'20" E along the northerly boundary of said SW ¼ a distance of 1227.13 feet to a Brass cap monument marking the northwest corner of the NE ¼ of said SW ¼; also being the Initial Point of Rice Ridge Subdivision, as shown in Book 68 of Plats on Pages 6919 thru 6920, records of Ada County, Idaho;

Thence along the easterly boundary of said Rice Ridge Subdivision S 0°21'14" W a distance of 51.00 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary S 89°19'20" E a distance of 689.58 feet to a 1/2 inch diameter rebar on the westerly boundary of the proposed Patagonia Subdivision No. 4;

Thence along the westerly boundary of said proposed Patagonia Subdivision No. 4 the following courses and distances:

Thence S 0°28'13" W a distance of 301.32 feet to a 5/8 inch diameter rebar;

Thence S 38°27'29" W a distance of 423.96 feet to a 5/8 inch diameter rebar;

Thence N 55°26'08" W along said westerly boundary, and along the northerly boundary of Patagonia Subdivision No. 3, as shown in Book 115 of Plats on Pages 17107 thru 17111, records of Ada County, Idaho, a distance of 157.98 feet to a 5/8 inch diameter rebar;

Thence continuing along said northerly boundary N 89°38'46" W a distance of 296.69 feet to a 5/8 inch diameter rebar marking the northwesterly corner of said Patagonia Subdivision No. 3, said point being on the easterly boundary of said Rice Ridge Subdivision and the westerly boundary of said NE ¼ of the SW ¼;

Thence along said boundary N 0°21'14" E a distance of 550.00 feet to the **POINT OF BEGINNING.**

This parcel contains 8.335 acres.

PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
7/12/19
STATE OF IDAHO
CLINTON W. HANSEN

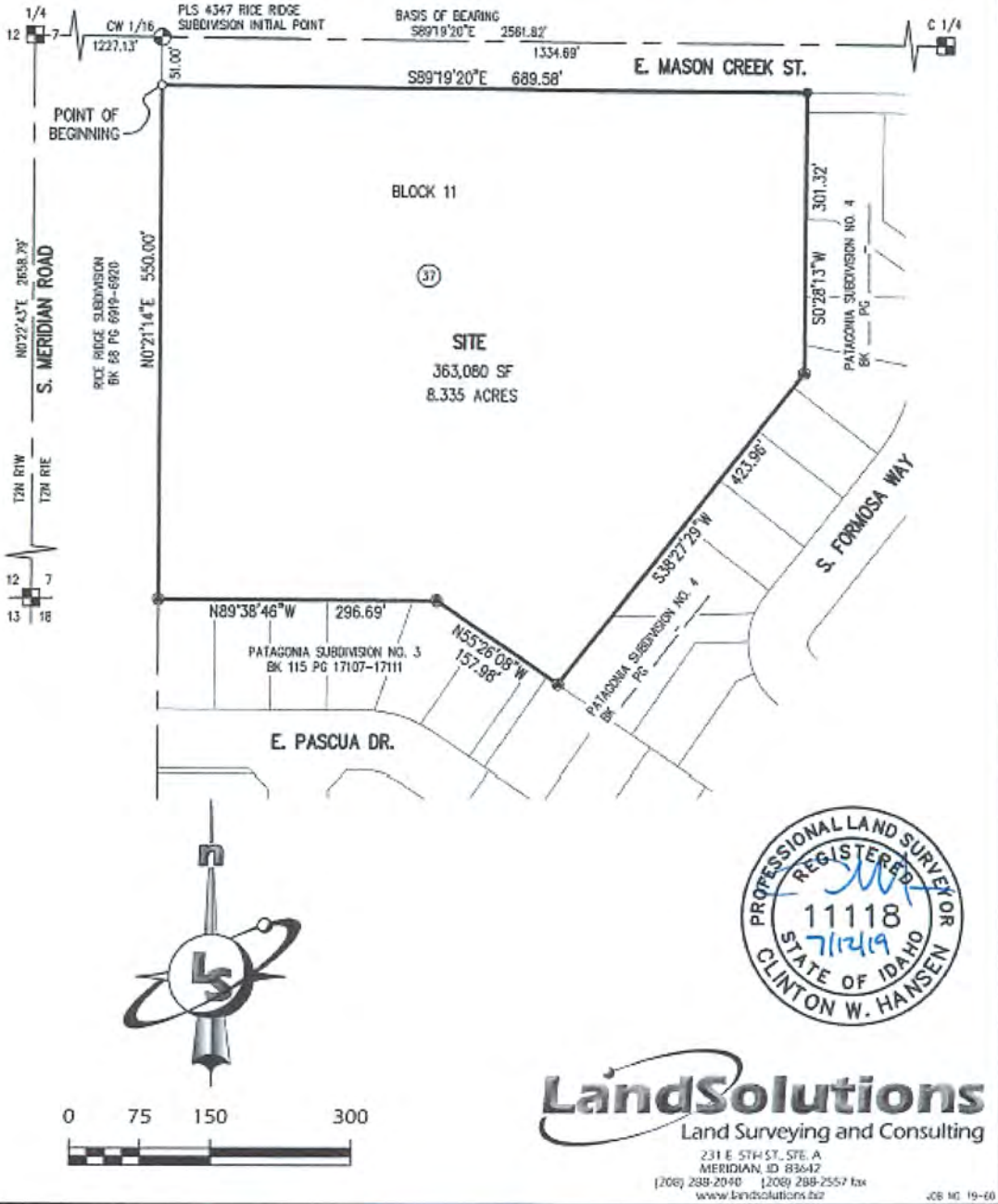
Clinton W. Hansen, PLS
Land Solutions, PC
July 12, 2019

LandSolutions
Land Surveying and Consulting

PATAGONIA SUBDIVISION NO. 6

PARK SITE - LOT 37, BLOCK 11

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 7, T. 2 N., R.1 E., B. M.
CITY OF KUNA, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting
231 E 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 19-60

EXHIBIT C
PARK PLANS

EXHIBIT C
PARK PLANS (CONT'D – SHOWING PHASE 1 AND PHASE 2 IMPROVEMENTS)

City of Kuna | Payment Approval Report - City Council Approval | Page: 1
Report dates: 10/16/2020-10/29/2020 | Oct 29, 2020 01:40PM

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	2022291-00	10727	SPRINKLER PARTS, M. MEADE, OCT'20	10/15/2020	441.26	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
Total 2022291-00:						441.26	.00					
Total 2M COMPANY, INC.:						441.26	.00					
A COMPANY, INC.												
1463	A COMPANY, INC.	114-11112673		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTALS, WEEKLY SERVICE, 10/16-11/12/20 - BUTLER PARK	10/19/2020	199.80	.00	01-6212 RENT-EQUIPMENT	1004	10/20		
Total 114-11112673:						199.80	.00					
Total A COMPANY, INC.:						199.80	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16184		SHOP RENT FOR NOVEMBER 2020 - PARKS	10/14/2020	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	10/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16184		SHOP RENT FOR NOVEMBER 2020-WATER	10/14/2020	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	10/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16184		SHOP RENT FOR NOVEMBER 2020 -SEWER	10/14/2020	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	10/20		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16184		SHOP RENT FOR NOVEMBER 2020-PI	10/14/2020	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	10/20		
Total 16184:						450.00	.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 HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	10212020ACP		PROSECUTORIAL SERVICES FOR NOVEMBER 2020	10/21/2020	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	10/20		
Total 10212020ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	074408		SHERIFF SERVICE CONTRACT FOR OCTOBER 2020	10/14/2020	213,245.31	.00	01-6000 LAW ENFORCEMENT SERVICES	0	10/20		
Total 074408:						213,245.31	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						213,245.31	.00					
A-GEM SUPPLY												
1709	A-GEM SUPPLY	238885	10758	REPLACEMENT COOLING FANS FOR BLOWERS, M.NADEAU, OCT.'20	10/26/2020	1,150.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/20		
Total 238885:						1,150.00	.00					
Total A-GEM SUPPLY:						1,150.00	.00					
AIR FILTER SUPERSTORE WHOLESALE LLC												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV26647		FILTERS FOR THE HEADWORKS BUILDING, T. SHAFFER, OCT. '20	10/24/2020	638.04	.00	21-6150 M & R - SYSTEM	0	10/20		
Total INV26647:						638.04	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						638.04	.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
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	69902		COMMERCIAL QUARTERLY PEST CONTROL, PARKS OFFICE, OCT.'20	10/22/2020	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/20		
Total 69902:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	69904		COMMERCIAL QUARTERLY PEST CONTROL, SENIOR CENTER, OCT.'20	10/22/2020	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	10/20		
Total 69904:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	69908		COMMERCIAL QUARTERLY PEST CONTROL, CITY HALL, OCT.'20 - ADMIN	10/22/2020	36.10	.00	01-6140 MAINT. & REPAIR BUILDING	0	10/20		
1804	ALPHA HOME PEST CONTROL, LLC	69908		COMMERCIAL QUARTERLY PEST CONTROL, CITY HALL, OCT.'20 - WATER	10/22/2020	24.70	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/20		
1804	ALPHA HOME PEST CONTROL, LLC	69908		COMMERCIAL QUARTERLY PEST CONTROL, CITY HALL, OCT.'20 - SEWER	10/22/2020	24.70	.00	21-6140 MAINT & REPAIR BUILDING	0	10/20		
1804	ALPHA HOME PEST CONTROL, LLC	69908		COMMERCIAL QUARTERLY PEST CONTROL, CITY HALL, OCT.'20 - P.I	10/22/2020	9.50	.00	25-6140 MAINT & REPAIR BUILDING	0	10/20		
Total 69908:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	69913		COMMERCIAL QUARTERLY PEST CONTROL, TREATMENT PLANT, OCT.'20 - WATER	10/22/2020	46.20	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/20		
1804	ALPHA HOME PEST CONTROL, LLC	69913		COMMERCIAL QUARTERLY PEST CONTROL, TREATMENT PLANT, OCT.'20 - SEWER	10/22/2020	46.20	.00	21-6140 MAINT & REPAIR BUILDING	0	10/20		
1804	ALPHA HOME PEST CONTROL, LLC	69913		COMMERCIAL QUARTERLY PEST CONTROL, TREATMENT PLANT, OCT.'20 - P.I	10/22/2020	17.60	.00	25-6140 MAINT & REPAIR BUILDING	0	10/20		

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 69913:						110.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						395.00	.00					
APA IDAHO CHAPTER												
580	APA IDAHO CHAPTER	202021-20104		APA CHAPTER DUES FOR PERIOD 1/1/21-12/31/21, W.HOWELL - P & Z	10/19/2020	337.25	.00	01-6075 DUES & MEMBERSHIPS	1003	10/20		
580	APA IDAHO CHAPTER	202021-20104		APA CHAPTER DUES FOR PERIOD 1/1/21-12/31/21, W.HOWELL - WATER	10/19/2020	7.10	.00	20-6075 DUES & MEMBERSHIPS	0	10/20		
580	APA IDAHO CHAPTER	202021-20104		APA CHAPTER DUES FOR PERIOD 1/1/21-12/31/21, W.HOWELL - SEWER	10/19/2020	7.10	.00	21-6075 DUES & MEMBERSHIPS	0	10/20		
580	APA IDAHO CHAPTER	202021-20104		APA CHAPTER DUES FOR PERIOD 1/1/21-12/31/21, W.HOWELL - P.I	10/19/2020	3.55	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	10/20		
Total 202021-20104:						355.00	.00					
Total APA IDAHO CHAPTER:						355.00	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	8336	10394	PROPANE FOR FORKLIFT, R. HERRERA, AUG'20	08/10/2020	16.45	.00	21-6300 FUEL	0	10/20		
Total 8336:						16.45	.00					
1846	BIG SKY RENTALS LLC	8470		GAS POWERED AERATOR RENTAL, M.MEADE, SEPT. '20	09/17/2020	62.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
Total 8470:						62.00	.00					
Total BIG SKY RENTALS LLC:						78.45	.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
BUYWYZ LLC												
1795	BUYWYZ LLC	156648.1		1 CASE HAND SANITIZER BOTTLES,COVID, CITY HALL, OCT.'20 - ADMIN	10/27/2020	23.48	.00	01-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	156648.1		1 CASE HAND SANITIZER BOTTLES, COVID, CITY HALL, OCT.'20 - WATER	10/27/2020	16.07	.00	20-6165 0FFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	156648.1		1 CASE HAND SANITIZER BOTTLES, COVID, CITY HALL, OCT.'20 - SEWER	10/27/2020	16.07	.00	21-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	156648.1		1 CASE HAND SANITIZER BOTTLES, COVID, CITY HALL, OCT.'20 - P.I	10/27/2020	6.18	.00	25-6165 OFFICE SUPPLIES	0	10/20		
Total 156648.1:						61.80	.00					
1795	BUYWYZ LLC	159714	10723	1 PK POST IT NOTES 4X6, 1 PK POST IT NOTES 3X5, 1 CT HAMMERHILL COPY PAPER, 1 CT COPY PAPER, OCT'20 - CITY HALL	10/15/2020	402.61	.00	01-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714	10723	8 CT GENUINE JOE TRASH CAN LINERS 33 GAL, 3 BX URINAL BLOCK, 10 CT 2 PLY BATH TISSUE ROLLS, 8 CT GENUINE JOE MULTIFOLD TOWELS, 1 EA GENUINE JOE SPLASH SHIELD MOP BUCKET 26 QT, OCT'20 - PARKS - JANITORIAL SUPPLIES	10/15/2020	143.98	.00	01-6025 JANITORIAL	1004	10/20		
1795	BUYWYZ LLC	159714	10723	1 PK POST IT NOTES 4X6, 1 PK POST IT NOTES 3X5, 1 CT HAMMERHILL COPY PAPER, 1 CT COPY PAPER, OCT'20 - WATER	10/15/2020	275.47	.00	20-6165 0FFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714	10723	1 PK POST IT NOTES 4X6, 1 PK POST IT NOTES 3X5, 1 CT HAMMERHILL COPY PAPER, 1 CT COPY PAPER, OCT'20 - SEWER	10/15/2020	275.47	.00	21-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714	10723	1 PK POST IT NOTES 4X6, 1 PK POST IT NOTES 3X5, 1 CT								

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
				HAMMERHILL COPY PAPER, 1 CT COPY PAPER, OCT'20 - PI	10/15/2020	105.96	.00	25-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714	10723	6 PK 1000 PAPER CLIPS FOR PLANT, OCT'20 - WATER	10/15/2020	4.96	.00	20-6165 0FFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714	10723	6 PK 1000 PAPER CLIPS FOR PLANT, OCT'20 - SEWER	10/15/2020	4.96	.00	21-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714	10723	6 PK 1000 PAPER CLIPS FOR PLANT, OCT'20 - PI	10/15/2020	1.90	.00	25-6165 OFFICE SUPPLIES	0	10/20		
Total 159714:						1,215.31	.00					
1795	BUYWYZ LLC	159714.1	10723	1 CARTON TRASH CAN LINERS, OCT.'20 - PARKS	10/16/2020	33.79	.00	01-6025 JANITORIAL	1004	10/20		
1795	BUYWYZ LLC	159714.1	10723	1 PK 3"X5" POSTIT NOTES, CITY HALL, OCT.'20 - ADMIN	10/16/2020	8.47	.00	01-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714.1	10723	1 PK 3"X5" POSTIT NOTES, CITY HALL, OCT.'20 - WATER	10/16/2020	5.80	.00	20-6165 0FFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714.1	10723	1 PK 3"X5" POSTIT NOTES, CITY HALL, OCT.'20 - SEWER	10/16/2020	5.80	.00	21-6165 OFFICE SUPPLIES	0	10/20		
1795	BUYWYZ LLC	159714.1	10723	1 PK 3"X5" POSTIT NOTES, CITY HALL, OCT.'20 - P.I	10/16/2020	2.23	.00	25-6165 OFFICE SUPPLIES	0	10/20		
Total 159714.1:						56.09	.00					
1795	BUYWYZ LLC	159980	10745	2 CASES PAPER TOWELS. 1 CASE TOILET PAPER, J. LORENTZ. OCT. 20	10/22/2020	184.45	.00	01-6025 JANITORIAL	1004	10/20		
1795	BUYWYZ LLC	159980	10745	1 CASE PAPER TOWELS, OCT. '20-SENIOR CENTER	10/22/2020	57.25	.00	01-6025 JANITORIAL	1001	10/20		
Total 159980:						241.70	.00					
Total BUYWYZ LLC:						1,574.90	.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
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07 -11/06/20-ADMIN	10/07/2020	13.96	13.96	01-6255 TELEPH0NE	0	10/20	10/23/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07 -11/06/20-PI	10/07/2020	5.00	5.00	25-6255 TELEPH0NE EXPENSE	0	10/20	10/23/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07 -11/06/20-P&Z	10/07/2020	5.00	5.00	01-6255 TELEPH0NE	1003	10/20	10/23/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07 -11/06/20-WATER	10/07/2020	12.96	12.96	20-6255 TELEPH0NE EXPENSE	0	10/20	10/23/2020	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07 -11/06/20-SEWER	10/07/2020	12.96	12.96	21-6255 TELEPH0NE EXPENSE	0	10/20	10/23/2020	
Total 2089229179548B1072020:						49.88	49.88					
Total CENTURYLINK:						49.88	49.88					
CITY OF BOISE												
571	CITY OF BOISE	418		OCTOBER-DECEMBER 2020 CONTRIBUTION FOR ALLUMBAUGH HOUSE	10/22/2020	3,316.33	.00	01-6070 D0NATI0NS EXPENSE	0	10/20		
Total 418:						3,316.33	.00					
Total CITY OF BOISE:						3,316.33	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	N041379	10718	100 EA METER REGISTERS, B.BURR, OCT. '20	10/15/2020	22,244.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	10/20		
Total N041379:						22,244.00	.00					
63	CORE & MAIN LP	N177245	10718	100 EA METERS & 200 GASKETS , B. BURR, OCT. '20	10/15/2020	31,242.00	.00	20-6020 CAPITAL IMPR0VEMENTS	1089	10/20		

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 N177245:					31,242.00	.00					
	Total CORE & MAIN LP:					53,486.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8510	10715	TROUBLESHOOT POWER ISSUES AT MEMORY RANCH, UPS BATTERIES FAILED, T. SHAFFER, OCT'20	10/09/2020	127.50	.00	21-6150 M & R - SYSTEM	0	10/20		
	Total 8510:					127.50	.00					
	Total CUSTOM ELECTRIC, INC.:					127.50	.00					
D & B SUPPLY												
75	D & B SUPPLY	40810	10721	WORK BOOTS, J. PEREZ, OCT. '20	10/14/2020	199.99	.00	21-6285 UNIF0RMS EXPENSE	0	10/20		
	Total 40810:					199.99	.00					
75	D & B SUPPLY	40917	10726	HOODED JACKET AND BIBS FOR J DURHAM, OCT'20	10/15/2020	169.98	.00	01-6285 UNIF0RMS	1004	10/20		
75	D & B SUPPLY	40917	10726	RELIEF VALVE, ANTIFREEZE, SPRAY WAND,GOPHER GASSER, FOR WINTERIZE PUMP, M. MEADE, OCT'20	10/15/2020	54.35	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
	Total 40917:					224.33	.00					
75	D & B SUPPLY	42522	10770	ELECTRICAL TAPE, PIPE INSULATE, BLACK NIPPLE FOR RV DUMP REPAIR, M.MEADE, OCT.'20	10/28/2020	11.94	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
	Total 42522:					11.94	.00					
	Total D & B SUPPLY:					436.26	.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
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-2038259	10731	4 EA POLYMER, T. SHAFFER, OCT'20	10/27/2020	3,283.20	.00	21-6151 M & R - PROCESS CHEMICALS	0	10/20		
Total IN-2038259:						3,283.20	.00					
512	DUBOIS CHEMICALS INC	IN-2038672	10748	TOTE OF CHLORINE FOR WELLS, D. CROSSELY, OCT'20	10/28/2020	751.06	.00	20-6151 M & R - PROCESS CHEMICALS	0	10/20		
Total IN-2038672:						751.06	.00					
Total DUBOIS CHEMICALS INC:						4,034.26	.00					
E & H QUALITY CONSTRUCTION LLC												
2057	E & H QUALITY CONSTRUCTION LLC	10132020EH		REPAIR ALL LEAKING EAVES & 2 VALLEYS, REPLACE RADIUS COPING CAP, AND REPAIR 4 LEAKING CURBS FOR CITY HALL, S. HOWELL, OCT. '20	10/13/2020	10,684.00	.00	01-6045 C0NTINGENCY	1231	10/20		
Total 10132020EH:						10,684.00	.00					
Total E & H QUALITY CONSTRUCTION LLC:						10,684.00	.00					
ELAM & BURKE												
796	ELAM & BURKE	187713		URBAN RENEWAL, PROFESSIONAL SERVICES RENDERED FROM 09/01-09/30/2020, GENERAL REPRESENTATION	09/30/2020	4,350.40	.00	40-6020 CAPITAL IMPROVEMENTS	1217	10/20		
Total 187713:						4,350.40	.00					
Total ELAM & BURKE:						4,350.40	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0761129	10704	2 HYDRANT WRENCHES, J. OSBORNE, OCT. '20	10/09/2020	55.00	.00	20-6175 SMALL TOOLS	0	10/20		

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 0761129:						55.00	.00					
Total FERGUSON ENTERPRISES INC:						55.00	.00					
IDAHO BUREAU OF OCCUPATIONAL LICENSES												
710	IDAHO BUREAU OF OCCUPATIONAL LICENSES	10272020IBOL		LICENSE RENEWAL - WWC3-19594,WWL1-18314, WWT3-18995, WWTLA-15725, T.SHAFFER, NOV.'20	10/27/2020	120.00	.00	21-6075 DUES & MEMBERSHIPS	0	10/20		
Total 10272020IBOL-TS:						120.00	.00					
Total IDAHO BUREAU OF OCCUPATIONAL LICENSES:						120.00	.00					
IDAHO DEPT. OF WATER RESOURCES												
186	IDAHO DEPT. OF WATER RESOURCES	10262020IDW		DRILLING PERMIT FEE, NON-DOMESTIC WELL, WATER RIGHT PERMIT NO. 63-31741	10/26/2020	200.00	200.00	20-6045 C0NTINGENCY	1225	10/20	10/26/2020	
Total 10262020IDWR:						200.00	200.00					
Total IDAHO DEPT. OF WATER RESOURCES:						200.00	200.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	10/2020		ANIMAL CONTROL CONTRACT SERVICES FOR OCTOBER 2020	10/01/2020	9,128.33	.00	01-6005 ANIMAL CONTROL SERVICES	0	10/20		
Total 10/2020:						9,128.33	.00					
Total IDAHO HUMANE SOCIETY:						9,128.33	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-ADMIN	10/20/2020	206.88	.00	01-6290 UTILITIES	0	10/20		
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-SENIOR CENTER	10/20/2020	228.30	.00	01-6290 UTILITIES	1001	10/20		

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
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-STREET LIGHTS	10/20/2020	5,829.06	.00	01-6290 UTILITIES	1002	10/20		
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-PARKS	10/20/2020	932.14	.00	01-6290 UTILITIES	1004	10/20		
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-WATER	10/20/2020	7,325.37	.00	20-6290 UTILITIES EXPENSE	0	10/20		
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-SEWER	10/20/2020	20,742.49	.00	21-6290 UTILITIES EXPENSE	0	10/20		
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-FARM	10/20/2020	1,759.41	.00	21-6090 FARM EXPENDITURES	0	10/20		
38	IDAHO POWER CO	10202020IP		ELECTRIC SERVICE FOR OCT. '20-PI	10/20/2020	17,632.13	.00	25-6290 UTILITIES EXPENSE	0	10/20		
Total 10202020IP:						54,655.78	.00					
Total IDAHO POWER CO:						54,655.78	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	3796	10530	AD# 32839 LEGAL PUBLICATION 20-02-OA HOME OCCUPATION ORDINANCE AMENDMENT, D HANSON, OCT. '20	09/23/2020	301.09	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		
Total 3796:						301.09	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4146	10410	LEGAL PUBLICATION FOR FISCAL YEAR 2020-2021 BUDGET HEARING, J. EMPEY, SEPT '20-ADMIN	09/13/2020	145.88	.00	01-6125 LEGAL PUBLICATI0NS	0	10/20		
1802	IDAHO PRESS TRIBUNE, LLC	4146	10410	LEGAL PUBLICATION FOR CITY BUDGET HEARING, J. EMPEY, SEPT. '20-WATER	09/13/2020	192.56	.00	20-6125 LEGAL PUBLICATI0NS	0	10/20		
1802	IDAHO PRESS TRIBUNE, LLC	4146	10410	LEGAL PUBLICATION FOR CITY BUDGET HEARING, J. EMPEY, SEPT '20-SEWER	09/13/2020	192.56	.00	21-6125 LEGAL PUBLICATI0NS EXPENSE	0	10/20		

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
1802	IDAHO PRESS TRIBUNE, LLC	4146	10410	LEGAL PUBLICATION FOR CITY BUDGET HEARING, J. EMPEY, SEPT. '20-PI	09/13/2020	52.54	.00	25-6125 LEGAL PUBLICATI0NS	0	10/20		
Total 4146:						583.54	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4147	10436	AD#31032 LEGAL PUBLICATION FOR ORDINANCE #2020-23 CITY OF KUNA ZONING ORDINANCE AMENDMENT A.WELKER, AUG.'20	09/09/2020	54.58	.00	01-6125 LEGAL PUBLICATI0NS	0	10/20		
Total 4147:						54.58	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4148	10436	AD# 31294 LEGAL PUBLICATION FOR ADVERTISEMENT FOR BIDS FOR KUNA TEST WELL 12, A.WELKER, AUG.'20	09/16/2020	183.28	.00	20-6125 LEGAL PUBLICATI0NS	0	10/20		
1802	IDAHO PRESS TRIBUNE, LLC	4148	10436	AD# 31294 LEGAL PUBLICATION FOR ADVERTISEMENT FOR BIDS FOR KUNA TEST WELL 12, A.WELKER, AUG.'20	09/16/2020	45.82	.00	25-6125 LEGAL PUBLICATI0NS	0	10/20		
Total 4148:						229.10	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4149	10530	AD# 32910 LEGAL PUBLICATION 19-11-AN & 19-08-S, ASHTON ESTATES EAST SUBDIVISION, D HANSON, OCT. '20	09/16/2020	167.38	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		
Total 4149:						167.38	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4342	10642	AD# 38467 LEGAL PUBLICATION FILE#20-06S & 20-03-ZC LEDGESTONE PLAZA SUBDIVISION, J.HELLMAN, OCT. 20	10/07/2020	183.85	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		

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 4342:						183.85	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4343	10648	AD# 38494 LEGAL PUBLICATION 20-03-AN, C&G FARMS ANNEXATION, D. HANSON, OCT. '20	10/07/2020	172.87	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		
Total 4343:						172.87	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4345		AD# 38780 LEGAL PUBLIC NOTIFICATION CASE NO 20-02- & 20-05 S ROCKAWAY COVE SUBDIVISION REZONE & PRE-PLAT , T. BEHUNIN, OCT. '20	10/07/2020	149.08	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		
Total 4345:						149.08	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4427	10677	AD# 40035 LEGAL PUBLICATION OF ORDINANCE 2020-29 AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM, A. WELKER, OCT. '20	10/14/2020	324.76	.00	25-6125 LEGAL PUBLICATI0NS	0	10/20		
Total 4427:						324.76	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4428	10676	AD#40117 LEGAL PUBLICATION FOR PUBLIC HEARING WITH COUNCIL FOR BLACKROCK MARKET PLACE, T. BEHUNIN, OCT. 20	10/14/2020	145.42	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		
Total 4428:						145.42	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4510	10735	AD# 41792 LEGAL PUBLICATION, 20-01-ZC & 20-02 -S SERA SOLE SUBDIVISION, T.BEHUNIN, OCT. '20	10/21/2020	161.89	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		

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 4510:						161.89	.00					
1802	IDAHO PRESS TRIBUNE, LLC	4511	10735	AD# 41821, LEGAL PUBLICATION, 19-08-ZC & 19-10 S, MONARCH LANDING SUBDIVISION; A REZONE & PRE PLAT, T.BEHUNIN, OCT.'20	10/21/2020	163.72	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/20		
Total 4511:						163.72	.00					
Total IDAHO PRESS TRIBUNE, LLC:						2,637.28	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	10092020-101		SANITATION RECEIPT TRANSFER 10/9-10/15/2020	10/16/2020	100,058.55	100,058.55	26-7000 SOLID WASTE SERVICE FEES	0	10/20	10/16/2020	
230	J & M SANITATION, INC.	10092020-101		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 10/9-10/15/2020	10/16/2020	-9,885.78	-9,885.78	01-4170 FRANCHISE FEES	0	10/20	10/16/2020	
Total 10092020-10152020:						90,172.77	90,172.77					
230	J & M SANITATION, INC.	10162020-102		SANITATION RECEIPT TRANSFER 10/16-10/22/2020	10/23/2020	42,108.14	42,108.14	26-7000 SOLID WASTE SERVICE FEES	0	10/20	10/23/2020	
230	J & M SANITATION, INC.	10162020-102		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 10/16-10/22/2020	10/23/2020	-4,160.28	-4,160.28	01-4170 FRANCHISE FEES	0	10/20	10/23/2020	
Total 10162020-10222020:						37,947.86	37,947.86					
Total J & M SANITATION, INC.:						128,120.63	128,120.63					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3527185		ENTERPRISE MONTHLY PAYMENT FEE, SEPT. '20-ADMIN	10/01/2020	44.05	.00	01-6505 BANK FEES	0	10/20		

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
1328	JACK HENRY & ASSOCIATES, INC.	3527185		ENTERPRISE MONTHLY PAYMENT FEE, SEPT. '20-WATER	10/01/2020	30.14	.00	20-6505 BANK FEES	0	10/20		
1328	JACK HENRY & ASSOCIATES, INC.	3527185		ENTERPRISE MONTHLY PAYMENT FEE, SEPT. '20-SEWER	10/01/2020	30.14	.00	21-6505 BANK FEES	0	10/20		
1328	JACK HENRY & ASSOCIATES, INC.	3527185		ENTERPRISE MONTHLY PAYMENT FEE, SEPT. '20-PI	10/01/2020	11.60	.00	25-6505 BANK FEES	0	10/20		
Total 3527185:						115.93	.00					
Total JACK HENRY & ASSOCIATES, INC.:						115.93	.00					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	312		OCTOBER CLEANING FOR CITY HALL	10/15/2020	212.80	.00	01-6025 JANITORIAL	0	10/20		
1976	JONATHAN STRICKLAND	312		OCTOBER CLEANING FOR CITY HALL - WATER	10/15/2020	145.60	.00	20-6025 JANITORIAL	0	10/20		
1976	JONATHAN STRICKLAND	312		OCTOBER CLEANING FOR CITY HALL - SEWER	10/15/2020	145.60	.00	21-6025 JANITORIAL	0	10/20		
1976	JONATHAN STRICKLAND	312		OCTOBER CLEANING FOR CITY HALL - PI	10/15/2020	56.00	.00	25-6025 JANITORIAL	0	10/20		
Total 312:						560.00	.00					
1976	JONATHAN STRICKLAND	313		OCTOBER CLEANING FOR SENIOR CENTER	10/15/2020	446.00	.00	01-6025 JANITORIAL	1001	10/20		
Total 313:						446.00	.00					
1976	JONATHAN STRICKLAND	314		OCTOBER CLEANING FOR TREATMENT PLANT - SEWER	10/15/2020	126.00	.00	21-6025 JANITORIAL	0	10/20		
1976	JONATHAN STRICKLAND	314		OCTOBER CLEANING FOR TREATMENT PLANT - PI	10/15/2020	48.00	.00	25-6025 JANITORIAL	0	10/20		

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
1976	JONATHAN STRICKLAND	314		OCTOBER CLEANING FOR TREATMENT PLANT - WATER	10/15/2020	126.00	.00	20-6025 JANITORIAL	0	10/20		
Total 314:						300.00	.00					
Total JONATHAN STRICKLAND:						1,306.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0137445		PROFESSIONAL SERVICES FOR KUNA TEN MILE LIFT STATION EVALUATION, 08/30-09/302020-PHASING PLAN	10/07/2020	2,793.10	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/20		
Total 0137445:						2,793.10	.00					
1236	J-U-B ENGINEERS, INC.	0137451		PROFESSIONAL SERVICES FOR KUNA WEST URD PLAN, NTP-8/30-9/30/20	10/07/2020	38,898.84	.00	40-6020 CAPITAL IMPROVEMENTS	1217	10/20		
Total 0137451:						38,898.84	.00					
1236	J-U-B ENGINEERS, INC.	0137452		PROFESSIONAL SERVICES FOR KUNA DOWNTOWN REVITALIZATION, KUNA CDBG PHASE II, GRANT ADMINISTRATION , 08/30-09/30/2020	10/07/2020	4,150.00	.00	03-6370 EXP. - DOWNTOWN REVITALIZATION	0	10/20		
Total 0137452:						4,150.00	.00					
1236	J-U-B ENGINEERS, INC.	0137453		PROFESSIONAL SERVICES FOR KUNA DOWNTOWN DESIGN STANDARDS, 08/30-09/30/2020	10/07/2020	3,665.00	.00	01-6045 C0NTINGENCY	1221	10/20		
Total 0137453:						3,665.00	.00					
1236	J-U-B ENGINEERS, INC.	0137898		PROFESSIONAL SERVICES FOR CITY KUNA PARKING LOT DESIGN, DESIGN SERVICES, 08/30-09/30/20	10/05/2020	5,131.80	.00	40-6020 CAPITAL IMPROVEMENTS	1173	10/20		

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 0137898:						5,131.80	.00					
1236	J-U-B ENGINEERS, INC.	0137915		PROFESSIONAL SERVICES FOR KUNA DOWNTOWN REVITALIZATION PHASE II, BID/CONSTRUCTION EOR, 08/30-09/30/20	10/08/2020	1,875.36	.00	03-6370 EXP. - DOWNTOWN REVITALIZATION	0	10/20		
Total 0137915:						1,875.36	.00					
Total J-U-B ENGINEERS, INC.:						56,514.10	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR SEPTEMBER 2020 - ADMIN	10/27/2020	114.00	.00	01-6255 TELEPH0NE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR SEPTEMBER 2020 - WATER	10/27/2020	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR SEPTEMBER 2020 - SEWER	10/27/2020	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR SEPTEMBER 2020 - P.I	10/27/2020	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR OCTOBER 2020 - ADMIN	10/27/2020	114.00	.00	01-6255 TELEPH0NE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR OCTOBER 2020 - WATER	10/27/2020	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR OCTOBER 2020 - SEWER	10/27/2020	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	10/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	820		FIBER OPTIC LEASE FOR OCTOBER 2020 - P.I	10/27/2020	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	10/20		

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 820:						600.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						600.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A118214	10743	8 BAGS OF CONCRETE FOR BENCHES & SIGN POSTS INSTALL, J. DURHAM, OCT. '20	10/21/2020	34.24	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
Total A118214:						34.24	.00					
499	KUNA LUMBER	A118315	10759	EXTENSION CORD, N.STAUFFER, OCT.'20-ADMIN	10/26/2020	.62	.00	01-6165 OFFICE SUPPLIES	0	10/20		
499	KUNA LUMBER	A118315	10759	EXTENSION CORD, N.STAUFFER, OCT.'20-WATER	10/26/2020	.82	.00	20-6165 0FFICE SUPPLIES	0	10/20		
499	KUNA LUMBER	A118315	10759	EXTENSION CORD, N.STAUFFER, OCT.'20-SEWER	10/26/2020	.82	.00	21-6165 OFFICE SUPPLIES	0	10/20		
499	KUNA LUMBER	A118315	10759	EXTENSION CORD, N.STAUFFER, OCT.'20-PI	10/26/2020	.25	.00	25-6165 OFFICE SUPPLIES	0	10/20		
Total A118315:						2.51	.00					
499	KUNA LUMBER	B145280	10763	PLASTIC LINER TO PUT IN BOTTOM OF SOLIDS DUMPSTER, R. HERRERA, OCT'20,	10/26/2020	165.98	.00	21-6150 M & R - SYSTEM	0	10/20		
499	KUNA LUMBER	B145280	10763	REPLACE HOSE VALVE IN HEADWORKS, R. HERRERA, OCT'20,	10/26/2020	39.20	.00	21-6140 MAINT & REPAIR BUILDING	0	10/20		
Total B145280:						205.18	.00					
Total KUNA LUMBER:						241.93	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	3355	10747	STREET LIGHT GLARE SHIELDS, S. HOWELL, OCT.								

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
				'20-FACILITIES	10/21/2020	51.70	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/20		
Total 3355:						51.70	.00					
Total KUNA MACHINE LLC:						51.70	.00					
KUNA WELDING												
46	KUNA WELDING	6194	10732	SIGN MOUNTS BUILT FOR GREEN BELT HISTORY SIGNS, J. MORFIN, OCT'20	10/15/2020	1,162.49	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
Total 6194:						1,162.49	.00					
46	KUNA WELDING	6199	10734	CITY HALL SECURITY GATES, BUILDING MAINTENANCE, J. MORFIN, OCT. '20	10/16/2020	56.67	.00	01-6140 MAINT. & REPAIR BUILDING	0	10/20		
Total 6199:						56.67	.00					
Total KUNA WELDING:						1,219.16	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800450276		2 TIRES FOR JACOBSON LAWN MOWER, S. HOWELL, OCT. 20-PARKS	10/22/2020	406.78	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
Total 12800450276:						406.78	.00					
Total LES SCHWAB TIRES:						406.78	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR890758		CONTRACT LEASE CHARGES FOR 10/01-10/31/2020 MODEL#MPC307SPF SERIAL # C509P900318-ADMIN	10/16/2020	47.49	.00	01-6212 RENT-EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890758		CONTRACT OVERAGE CHARGES FOR 09/01-09/30/2020 MODEL								

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
				#MPC307SPF SERIAL #C509P900318 -ADMIN	10/16/2020	28.41	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890758		CONTRACT OVERAGE CHARGES FOR 09/01-09/30/2020 MODEL #MPC307SPF SERIAL #C509P900318 -WATER	10/16/2020	19.44	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890758		CONTRACT OVERAGE CHARGES FOR 09/01-09/30/2020 MODEL #MPC307SPF SERIAL #C509P900318 -SEWER	10/16/2020	19.44	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890758		CONTRACT OVERAGE CHARGES FOR 09/01-09/30/2020 MODEL #MPC307SPF SERIAL #C509P900318 -PI	10/16/2020	7.49	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/20		
Total AR890758:						122.27	.00					
1619	LOCAHAN LLC	AR890759		MONTHLY LEASE, COPYCARE INCLUDING PARTS, LABOR, TONER, AND STAPLES, MX2651 SERIAL #0301272, 10/01-10/31/2020-WATER	10/16/2020	40.13	.00	20-6212 RENT - EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890759		MONTHLY LEASE, COPYCARE INCLUDING PARTS, LABOR, TONER, AND STAPLES, MX2651 SERIAL #0301272, 10/01-10/31/2020-SEWER	10/16/2020	40.13	.00	21-6212 RENT-EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890759		MONTHLY LEASE, COPYCARE INCLUDING PARTS, LABOR, TONER, AND STAPLES, MX2651 SERIAL #0301272, 10/01-10/31/2020-PI	10/16/2020	15.29	.00	25-6212 RENT - EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890759		CONTRACT COPY COUNT OVERAGES, MX2651, SERIAL #0301272,9/01-09/30/2020 - WATER	10/16/2020	50.67	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/20		

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
1619	LOCAHAN LLC	AR890759		CONTRACT COPY COUNT OVERAGES, MX2651, SERIAL #0301272,9/01-09/30/2020 - SEWER	10/16/2020	50.67	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/20		
1619	LOCAHAN LLC	AR890759		CONTRACT COPY COUNT OVERAGES, MX2651, SERIAL #0301272,9/01-09/30/2020-PI	10/16/2020	19.31	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/20		
Total AR890759:						216.20	.00					
Total LOCAHAN LLC:						338.47	.00					
PACIFIC STEEL												
584	PACIFIC STEEL	7414713	10599	PROJECT FOR THE ARTS COMMISSION, J. MORFIN, SEPT. '20	10/20/2020	112.66	.00	03-6370 EXP. - DOWNTOWN REVITALIZATION	0	10/20		
Total 7414713:						112.66	.00					
Total PACIFIC STEEL:						112.66	.00					
PARTS, INC.												
470	PARTS, INC.	221897		2 EA FUEL PRES REG O-RING, 10 EA SPARK PLUGS FOR FLEET, OCT'20 - CITY HALL	09/29/2020	20.95	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/20		
470	PARTS, INC.	221897		2 EA FUEL PRES REG O-RING, 10 EA SPARK PLUGS FOR FLEET, OCT'20 - WATER	09/29/2020	8.38	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/20		
470	PARTS, INC.	221897		2 EA FUEL PRES REG O-RING, 10 EA SPARK PLUGS FOR FLEET, OCT'20 - SEWER	09/29/2020	8.38	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/20		
470	PARTS, INC.	221897		2 EA FUEL PRES REG O-RING, 10 EA SPARK PLUGS FOR FLEET, OCT'20 - PI	09/29/2020	4.19	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/20		
Total 221897:						41.90	.00					
470	PARTS, INC.	222870	10716	1 EA STAINLESS STEEL ZIPTIE FOR JOHN DEERE GATOR ,								

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
				OCT'20	10/13/2020	12.64	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
Total 222870:						12.64	.00					
470	PARTS, INC.	222893		1 EA STAINLESS STEEL ZIPTIE FOR JOHN DEERE GATOR , OCT'20	10/14/2020	8.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
470	PARTS, INC.	222893		RETURNED ITEM, 1 EA STAINLESS STEEL TIE, INV#222870, 10/13/2020, OCT'20	10/14/2020	-12.64	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
Total 222893:						-3.84	.00					
470	PARTS, INC.	223015	10728	1 EA HOSE END FITTING, 1 EA HOSE END FITTING, 1 EA WEATHERSHIRLD END HOSE, HYDRAULIC HOSE FOR WHEEL LINES AT THE FARM, OCT'20	10/15/2020	32.89	.00	21-6090 FARM EXPENDITURES	0	10/20		
Total 223015:						32.89	.00					
470	PARTS, INC.	223043	10730	4 EA TRANS OIL COOL HOSE, 175 GAL TANK TRAILER - HOSE REPAIR, OCT'20	10/15/2020	15.96	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
Total 223043:						15.96	.00					
470	PARTS, INC.	223047	10730	4 EA HOSE CLAMP, 1 EA COUPLER, 175 GAL TANK TRAILER - HOSE REPAIR, OCT'20	10/15/2020	6.81	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
Total 223047:						6.81	.00					
470	PARTS, INC.	223486	10749	1 EA WATER TRUCK TAIL LIGHT, OCT'20 - WATER	10/22/2020	2.66	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/20		

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
470	PARTS, INC.	223486	10749	1 EA WATER TRUCK TAIL LIGHT, OCT'20 - PI	10/22/2020	.67	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/20		
Total 223486:						3.33	.00					
Total PARTS, INC.:						109.69	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1065048		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR). 11/1-30/20 - WATER	11/01/2020	215.01	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/20		
1021	PEAK ALARM COMPANY, INC	1065048		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, & CEDAR). 11/1-30/20 - P.I	11/01/2020	53.75	.00	25-6140 MAINT & REPAIR BUILDING	0	10/20		
Total 1065048:						268.76	.00					
Total PEAK ALARM COMPANY, INC:						268.76	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	0U76959	10665	STREET LIGHT REPAIR PARTS, S. HOWELL, OCT. '20	10/06/2020	37.66	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1002	10/20		
Total 0U76959:						37.66	.00					
1613	REXEL USA, INC.	0U90168	10670	STREET LIGHT LED REPLACEMENT BULB, S. HOWELL, OCT'20	10/07/2020	54.04	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1002	10/20		
Total 0U90168:						54.04	.00					
1613	REXEL USA, INC.	0V25911	10698	1 LED REPLACEMENT STREET LIGHTS, S. HOWELL, OCT. '20	10/12/2020	54.04	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1002	10/20		

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 0V25911:						54.04	.00					
1613	REXEL USA, INC.	0V33703	10698	10 LED REPLACEMENT STREET LIGHTS, S. HOWELL, OCT. '20	10/13/2020	540.40	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1002	10/20		
Total 0V33703:						540.40	.00					
Total REXEL USA, INC.:						686.14	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P13445	10659	TINES FOR THE AERATOR, M.MEADE, OCT.20	10/28/2020	1,900.14	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/20		
Total P13445:						1,900.14	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						1,900.14	.00					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR THE MAYOR, OCT.'20	10/14/2020	74.00	.00	01-6155 MEETINGS/COMMITTEES	1031	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR N.STAUFFER, OCT.'20 - ADMIN	10/14/2020	11.25	.00	01-6285 UNIF0RMS	0	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR N.STAUFFER, OCT.'20 - WATER	10/14/2020	14.85	.00	20-6285 UNIF0RMS EXPENSE	0	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR N.STAUFFER, OCT.'20 - SEWER	10/14/2020	14.85	.00	21-6285 UNIF0RMS EXPENSE	0	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR N.STAUFFER, OCT.'20 - P.I	10/14/2020	4.05	.00	25-6285 UNIF0RMS EXPENSE	0	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR THE CLERKS OFFICE, OCT.'20 - ADMIN	10/14/2020	171.45	.00	01-6155 MEETINGS/COMMITTEES	1032	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR THE CLERKS OFFICE, OCT.'20 - WATER	10/14/2020	7.62	.00	20-6155 MEETINGS/COMMITTEES	1032	10/20		

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
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR THE CLERKS OFFICE, OCT.'20 - SEWER	10/14/2020	7.62	.00	21-6155 MEETINGS/COMMITTEES	1032	10/20		
1880	SALUTE VENTURES INC	1407	10722	SHIRTS FOR THE CLERKS OFFICE, OCT.'20 - P.I	10/14/2020	3.81	.00	25-6155 MEETING/COMMITTEES	1032	10/20		
Total 1407:						309.50	.00					
Total SALUTE VENTURES INC:						309.50	.00					
TACOMA SCREW PRODUCTS, INC												
1768	TACOMA SCREW PRODUCTS, INC	20577991	10750	CONCRETE ANCHORS FOR BERNIE FISHER PARK, B. GILLOGY, OCT'20	10/22/2020	85.37	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
Total 20577991:						85.37	.00					
Total TACOMA SCREW PRODUCTS, INC:						85.37	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	1413563-6	10744	MAN LIFT RENTAL FOR TREATMENT PLANT REPAIRS, OCT.'20 - WATER	10/21/2020	59.64	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/20		
59	TATES RENTS, INC.	1413563-6	10744	MAN LIFT RENTAL FOR TREATMENT PLANT REPAIRS, OCT.'20 - SEWER	10/21/2020	59.64	.00	21-6140 MAINT & REPAIR BUILDING	0	10/20		
59	TATES RENTS, INC.	1413563-6	10744	MAN LIFT RENTAL FOR TREATMENT PLANT REPAIRS, OCT.'20 - P.I	10/21/2020	22.72	.00	25-6140 MAINT & REPAIR BUILDING	0	10/20		
Total 1413563-6:						142.00	.00					
Total TATES RENTS, INC.:						142.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:06907774	10739	1 EA CASE OF COFFEE, 2 EA CANISTER OF CREAM, OCT'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
				CITY HALL	10/20/2020	62.22	.00	01-6165 OFFICE SUPPLIES	0	10/20		
Total 2160:06907774:						62.22	.00					
992	TREASURE VALLEY COFFEE	2160:06994696	10729	11 EA 5- GALLON WATER BOTTLES, 2 SLEEVES CUPS, 2 CASES COFFEE, 1 CANISTER CREAMER, 1 CANSITER SUGAR, TREATMENT PLANT, OCT.'20 - WATER	10/15/2020	81.15	.00	20-6165 0FFICE SUPPLIES	0	10/20		
992	TREASURE VALLEY COFFEE	2160:06994696	10729	11 EA 5- GALLON WATER BOTTLES, 2 SLEEVES CUPS, 2 CASES COFFEE, 1 CANISTER CREAMER, 1 CANSITER SUGAR, TREATMENT PLANT, OCT.'20 - P.I	10/15/2020	30.91	.00	25-6165 OFFICE SUPPLIES	0	10/20		
992	TREASURE VALLEY COFFEE	2160:06994696	10729	11 EA 5- GALLON WATER BOTTLES, 2 SLEEVES CUPS, 2 CASES COFFEE, 1 CANISTER CREAMER, 1 CANSITER SUGAR, TREATMENT PLANT, OCT.'20 - SEWER	10/15/2020	81.15	.00	21-6165 OFFICE SUPPLIES	0	10/20		
Total 2160:06994696:						193.21	.00					
992	TREASURE VALLEY COFFEE	2160:07009095	10752	3 EA 5-GALLON WATER BOTTLES, OCT'20 - MAINTENANCE SHOP	10/23/2020	17.10	.00	01-6165 OFFICE SUPPLIES	1004	10/20		
Total 2160:07009095:						17.10	.00					
992	TREASURE VALLEY COFFEE	2160:07009145	10752	5 EA 5-GALLON WATER BOTTLES, 3 SLEEVES CUPS, OCT'20 -CITY HALL	10/23/2020	44.70	.00	01-6165 OFFICE SUPPLIES	0	10/20		
Total 2160:07009145:						44.70	.00					
992	TREASURE VALLEY COFFEE	2160:07009155	10752	5 EA 5-GALLON WATER BOTTLES, OCT'20 - PARKS OFFICE	10/23/2020	28.50	.00	01-6165 OFFICE SUPPLIES	1004	10/20		

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 2160:07009155:						28.50	.00					
Total TREASURE VALLEY COFFEE:						345.73	.00					
TREASURE VALLEY PARTNERSHIP												
800	TREASURE VALLEY PARTNERSHIP	2017		ANNUAL MEMBERSHIP DUES, FY 2020-2021	10/15/2020	1,905.00	.00	01-6075 DUES & MEMBERSHIPS	0	10/20		
Total 2017:						1,905.00	.00					
Total TREASURE VALLEY PARTNERSHIP:						1,905.00	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	426614061		COPIER CONTRACT # 500-0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & C737M540155, OCT.'20	10/16/2020	412.85	.00	01-6212 RENT-EQUIPMENT	0	10/20		
Total 426614061:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	8863-1J		REPLACED ROOF-TOP RTU UNIT, WELL #6, AUG.'20	08/20/2020	14,803.00	.00	20-6150 M & R - SYSTEM	0	10/20		
Total 8863-1J:						14,803.00	.00					
Total ULTIMATE HEATING & AIR, INC.:						14,803.00	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	390557	10602	2 EA HEAVY DUTY HEARING PROTECTION, T.SHAFFER, OCT.'20	10/15/2020	41.90	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/20		
Total 390557:						41.90	.00					

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Total USA BLUE BOOK:						41.90	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	10170.00		MICHAEL R SMITH, 587 W MAIN ST, UTILITY REFUND	10/21/2020	35.90	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	10170.00		MICHAEL R SMITH, 587 W MAIN ST, UTILITY REFUND	10/21/2020	74.21	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	10170.00		MICHAEL R SMITH, 587 W MAIN ST, UTILITY REFUND	10/21/2020	26.41	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 10170.00:						136.52	.00					
2044	UTILITY REFUND #10	110190.03		JPT PROPERTIES LLC, 537 N KATIE WAY, UTILITY REFUND	10/21/2020	25.28	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	110190.03		JPT PROPERTIES LLC, 537 N KATIE WAY, UTILITY REFUND	10/21/2020	28.95	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	110190.03		JPT PROPERTIES LLC, 537 N KATIE WAY, UTILITY REFUND	10/21/2020	23.52	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 110190.03:						77.75	.00					
2044	UTILITY REFUND #10	121950.01		DAVID HILLS, 1711 W BOISE ST, UTILITY REFUND	10/19/2020	63.15	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	121950.01		DAVID HILLS, 1711 W BOISE ST, UTILITY REFUND	10/19/2020	13.19	.00	21-4600 SEWER USER FEES	0	10/20		
Total 121950.01:						76.34	.00					
2044	UTILITY REFUND #10	160110.03		REFUND OF ACCIDENTAL OVERPAYMENT, MCKENZIE LAVELLA A MILES, 412 W HESSTON ST	10/14/2020	257.57	257.57	20-4500 METERED WATER SALES	0	10/20	10/16/2020	
2044	UTILITY REFUND #10	160110.03		REFUND OF ACCIDENTAL OVERPAYMENT, MCKENZIE LAVELLA A MILES, 412 W								

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
				HESSTON ST	10/14/2020	226.04	226.04	21-4600 SEWER USER FEES	0	10/20	10/16/2020	
2044	UTILITY REFUND #10	160110.03		REFUND OF ACCIDENTAL OVERPAYMENT, MCKENZIE LAVELLA A MILES, 412 W HESSTON ST	10/14/2020	186.53	186.53	26-4975 SOLID WASTE USER FEES	0	10/20	10/16/2020	
Total 160110.03:						670.14	670.14					
2044	UTILITY REFUND #10	170815.02		ERIK NEILSON, 660 S WHITEHORSE AVE, UTILITY REFUND	10/23/2020	29.45	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	170815.02		ERIK NEILSON, 660 S WHITEHORSE AVE, UTILITY REFUND	10/23/2020	33.69	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	170815.02		ERIK NEILSON, 660 S WHITEHORSE AVE, UTILITY REFUND	10/23/2020	27.70	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 170815.02:						90.84	.00					
2044	UTILITY REFUND #10	172010.02		JOHN HARTFORD, 1931 W CANUBE ST, UTILITY REFUND	10/19/2020	27.58	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	172010.02		JOHN HARTFORD, 1931 W CANUBE ST, UTILITY REFUND	10/19/2020	34.10	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	172010.02		JOHN HARTFORD, 1931 W CANUBE ST, UTILITY REFUND	10/19/2020	25.95	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 172010.02:						87.63	.00					
2044	UTILITY REFUND #10	175015.02		BRIAN S VANBEEKUM, 366 S ROCKER AVE, UTILITY REFUND	10/21/2020	107.24	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	175015.02		BRIAN S VANBEEKUM, 366 S ROCKER AVE, UTILITY REFUND	10/21/2020	34.21	.00	21-4600 SEWER USER FEES	0	10/20		

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
2044	UTILITY REFUND #10	175015.02		BRIAN S VANBEEKUM, 366 S ROCKER AVE, UTILITY REFUND	10/21/2020	25.39	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 175015.02:						166.84	.00					
2044	UTILITY REFUND #10	180990.02		WILLIAM P PEDERSON, 1343 N TASAVOL AVE, UTILITY REFUND	10/21/2020	50.28	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	180990.02		WILLIAM P PEDERSON, 1343 N TASAVOL AVE, UTILITY REFUND	10/21/2020	60.41	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	180990.02		WILLIAM P PEDERSON, 1343 N TASAVOL AVE, UTILITY REFUND	10/21/2020	47.27	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 180990.02:						157.96	.00					
2044	UTILITY REFUND #10	181360.03		BILLY B EARLS, 1193 N ATHERTON AVE, UTILITY REFUND	10/21/2020	2.18	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	181360.03		BILLY B EARLS, 1193 N ATHERTON AVE, UTILITY REFUND	10/21/2020	.84	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	181360.03		BILLY B EARLS, 1193 N ATHERTON AVE, UTILITY REFUND	10/21/2020	.15	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 181360.03:						3.17	.00					
2044	UTILITY REFUND #10	200870.03		TIMOTHY GILLIGAN, 309 E SCOPS OWL DR, UTILITY REFUND	10/23/2020	101.59	.00	20-4500 METERED WATER SALES	0	10/20		
Total 200870.03:						101.59	.00					
2044	UTILITY REFUND #10	220845.02		SCOTT R PIERCE, 576 E CINNABEAR DR, UTILITY REFUND	10/19/2020	27.76	.00	20-4500 METERED WATER SALES	0	10/20		

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
2044	UTILITY REFUND #10	220845.02		SCOTT R PIERCE, 576 E CINNABEAR DR, UTILITY REFUND	10/19/2020	34.28	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	220845.02		SCOTT R PIERCE, 576 E CINNABEAR DR, UTILITY REFUND	10/19/2020	30.84	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 220845.02:						92.88	.00					
2044	UTILITY REFUND #10	221445.02		LESLIE N BOSTON-HYDE, 1104 S RUMNEY AVE, UTILITY REFUND	10/23/2020	18.88	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	221445.02		LESLIE N BOSTON-HYDE, 1104 S RUMNEY AVE, UTILITY REFUND	10/23/2020	23.01	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	221445.02		LESLIE N BOSTON-HYDE, 1104 S RUMNEY AVE, UTILITY REFUND	10/23/2020	18.56	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 221445.02:						60.45	.00					
2044	UTILITY REFUND #10	260065.04		ROESHELLE L APPEL, 2546 W CERULEAN DR, UTILITY REFUND	10/23/2020	16.82	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	260065.04		ROESHELLE L APPEL, 2546 W CERULEAN DR, UTILITY REFUND	10/23/2020	20.18	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	260065.04		ROESHELLE L APPEL, 2546 W CERULEAN DR, UTILITY REFUND	10/23/2020	16.02	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 260065.04:						53.02	.00					
2044	UTILITY REFUND #10	260550.02		MOUW ROCKLEN, 1602 N FIREBRICK DR, UTILITY REFUND	10/15/2020	1.60	.00	20-4500 METERED WATER SALES	0	10/20		

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
2044	UTILITY REFUND #10	260550.02		MOUW ROCKLEN, 1602 N FIREBRICK DR, UTILITY REFUND	10/15/2020	1.35	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	260550.02		MOUW ROCKLEN, 1602 N FIREBRICK DR, UTILITY REFUND	10/15/2020	1.13	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 260550.02:						4.08	.00					
2044	UTILITY REFUND #10	264735.02		BLAKE ASAY, 2099 N VAN DYKE AVE, UTILITY REFUND	10/21/2020	197.96	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	264735.02		BLAKE ASAY, 2099 N VAN DYKE AVE, UTILITY REFUND	10/21/2020	113.71	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	264735.02		BLAKE ASAY, 2099 N VAN DYKE AVE, UTILITY REFUND	10/21/2020	113.81	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 264735.02:						425.48	.00					
2044	UTILITY REFUND #10	268122.02		JENNIFER D CHATHAM, 1644 N VERIDIAN AVE, UTILITY REFUND	10/21/2020	51.15	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	268122.02		JENNIFER D CHATHAM, 1644 N VERIDIAN AVE, UTILITY REFUND	10/21/2020	63.61	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	268122.02		JENNIFER D CHATHAM, 1644 N VERIDIAN AVE, UTILITY REFUND	10/21/2020	44.92	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 268122.02:						159.68	.00					
2044	UTILITY REFUND #10	274730.03		JOSEPH WHELAN, 9366 S CHERRY APPLE AVE, UTILITY REFUND	10/15/2020	8.85	.00	20-4500 METERED WATER SALES	0	10/20		
Total 274730.03:						8.85	.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
2044	UTILITY REFUND #10	280055.03		JAMES E HAGAN JR, 1930 N AZURITE DR, UTILITY REFUND	10/15/2020	30.85	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	280055.03		JAMES E HAGAN JR, 1930 N AZURITE DR, UTILITY REFUND	10/15/2020	31.26	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	280055.03		JAMES E HAGAN JR, 1930 N AZURITE DR, UTILITY REFUND	10/15/2020	20.39	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 280055.03:						82.50	.00					
2044	UTILITY REFUND #10	281033.00		HARDING HOMES, 1433 W CERULEAN ST, UTILITY REFUND	10/15/2020	30.79	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	281033.00		HARDING HOMES, 1433 W CERULEAN ST, UTILITY REFUND	10/15/2020	27.57	.00	21-4600 SEWER USER FEES	0	10/20		
Total 281033.00:						58.36	.00					
2044	UTILITY REFUND #10	302438.00		KW HOMES, 753 E PASCUA DR, UTILITY REFUND	10/15/2020	143.22	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	302438.00		KW HOMES, 753 E PASCUA DR, UTILITY REFUND	10/15/2020	118.39	.00	21-4600 SEWER USER FEES	0	10/20		
Total 302438.00:						261.61	.00					
2044	UTILITY REFUND #10	304013.00		GALLERY HOMES BY VARRIALE, 752 E BOUQUET CT, UTILITY REFUND	10/09/2020	56.80	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	304013.00		GALLERY HOMES BY VARRIALE, 752 E BOUQUET CT, UTILITY REFUND	10/09/2020	4.92	.00	21-4600 SEWER USER FEES	0	10/20		
Total 304013.00:						61.72	.00					
2044	UTILITY REFUND #10	30430.03		JOSEPH LORCHER, 1182 W AVALON ST, UTILITY REFUND	10/19/2020	33.73	.00	20-4500 METERED WATER SALES	0	10/20		

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
2044	UTILITY REFUND #10	30430.03		JOSEPH LORCHER, 1182 W AVALON ST, UTILITY REFUND	10/19/2020	25.69	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	30430.03		JOSEPH LORCHER, 1182 W AVALON ST, UTILITY REFUND	10/19/2020	21.07	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 30430.03:						80.49	.00					
2044	UTILITY REFUND #10	3193.11		PIONEER EXCHANGE ACCOMODATION TITLEHOLD, 689 E ACCESS ST, UTILITY REFUND	10/23/2020	19.95	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	3193.11		PIONEER EXCHANGE ACCOMODATION TITLEHOLD, 689 E ACCESS ST, UTILITY REFUND	10/23/2020	21.79	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	3193.11		PIONEER EXCHANGE ACCOMODATION TITLEHOLD, 689 E ACCESS ST, UTILITY REFUND	10/23/2020	-23.67	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 3193.11:						18.07	.00					
2044	UTILITY REFUND #10	323014.00		TED MASON SIGNATURE HOMES, 2105 E WHITETAIL ST, UTILITY REFUND	10/07/2020	17.86	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	323014.00		TED MASON SIGNATURE HOMES, 2105 E WHITETAIL ST, UTILITY REFUND	10/07/2020	15.94	.00	21-4600 SEWER USER FEES	0	10/20		
Total 323014.00:						33.80	.00					
2044	UTILITY REFUND #10	323097.00		TED MASON SIGNATURE HOMES, 1781 N ROCKDALE AVE, UTILITY REFUND	10/15/2020	22.56	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	323097.00		TED MASON SIGNATURE HOMES, 1781 N ROCKDALE AVE, UTILITY REFUND	10/15/2020	18.28	.00	21-4600 SEWER USER FEES	0	10/20		

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 323097.00:						40.84	.00					
2044	UTILITY REFUND #10	330170.01		CHRISTINA YOUNG, 1713 N GREENVILLE AVE, UTILITY REFUND	10/19/2020	25.61	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	330170.01		CHRISTINA YOUNG, 1713 N GREENVILLE AVE, UTILITY REFUND	10/19/2020	28.97	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	330170.01		CHRISTINA YOUNG, 1713 N GREENVILLE AVE, UTILITY REFUND	10/19/2020	20.75	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 330170.01:						75.33	.00					
2044	UTILITY REFUND #10	40030.02		DALLAS W LEATHAM, 402 W 4TH ST, UTILITY REFUND	10/20/2020	504.39	504.39	20-4500 METERED WATER SALES	0	10/20	10/23/2020	
2044	UTILITY REFUND #10	40030.02		DALLAS W LEATHAM, 402 W 4TH ST, UTILITY REFUND	10/20/2020	306.14	306.14	21-4600 SEWER USER FEES	0	10/20	10/23/2020	
2044	UTILITY REFUND #10	40030.02		DALLAS W LEATHAM, 402 W 4TH ST, UTILITY REFUND	10/20/2020	249.02	249.02	26-4975 SOLID WASTE USER FEES	0	10/20	10/23/2020	
Total 40030.02:						1,059.55	1,059.55					
2044	UTILITY REFUND #10	60690.02		KEITH KINNEY, 524 W DAWN CT, UTILITY REFUND	10/19/2020	41.42	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	60690.02		KEITH KINNEY, 524 W DAWN CT, UTILITY REFUND	10/19/2020	43.49	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	60690.02		KEITH KINNEY, 524 W DAWN CT, UTILITY REFUND	10/19/2020	43.91	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 60690.02:						128.82	.00					
2044	UTILITY REFUND #10	91480.02		EDWARD GIBSON, 1067 W POUCH ST, UTILITY REFUND	10/15/2020	51.93	.00	20-4500 METERED WATER SALES	0	10/20		

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
2044	UTILITY REFUND #10	91480.02		EDWARD GIBSON, 1067 W POUCH ST, UTILITY REFUND	10/15/2020	8.33	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	91480.02		EDWARD GIBSON, 1067 W POUCH ST, UTILITY REFUND	10/15/2020	5.60	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 91480.02:						65.86	.00					
2044	UTILITY REFUND #10	91760.03		RYAN ARCHEY, 1189 N PYRITE AVE, UTILITY REFUND	10/21/2020	66.58	.00	20-4500 METERED WATER SALES	0	10/20		
2044	UTILITY REFUND #10	91760.03		RYAN ARCHEY, 1189 N PYRITE AVE, UTILITY REFUND	10/21/2020	63.33	.00	21-4600 SEWER USER FEES	0	10/20		
2044	UTILITY REFUND #10	91760.03		RYAN ARCHEY, 1189 N PYRITE AVE, UTILITY REFUND	10/21/2020	49.23	.00	26-4975 SOLID WASTE USER FEES	0	10/20		
Total 91760.03:						179.14	.00					
Total UTILITY REFUND #10:						4,519.31	1,729.69					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	277537.00		CBH, 2105 N BLUEBLOSSOM WAY, UTILITY REFUND	10/09/2020	82.17	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	277537.00		CBH, 2105 N BLUEBLOSSOM WAY, UTILITY REFUND	10/09/2020	27.45	.00	21-4600 SEWER USER FEES	0	10/20		
Total 277537.00:						109.62	.00					
2004	UTILITY REFUND #9	277539.00		CBH, 2093 N BLUEBLOSSOM WAY, UTILITY REFUND	10/15/2020	57.75	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	277539.00		CBH, 2093 N BLUEBLOSSOM WAY, UTILITY REFUND	10/15/2020	.02	.00	21-4600 SEWER USER FEES	0	10/20		
Total 277539.00:						57.77	.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
2004	UTILITY REFUND #9	281012.00		TODD CAMPBELL CUSTOM HOMES, 1392 W CERULEAN ST, UTILITY REFUND	10/09/2020	111.97	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	281012.00		TODD CAMPBELL CUSTOM HOMES, 1392 W CERULEAN ST, UTILITY REFUND	10/09/2020	3.53	.00	21-4600 SEWER USER FEES	0	10/20		
Total 281012.00:						115.50	.00					
2004	UTILITY REFUND #9	293047.00		CBH, 3386 W REMEMBRANCE DR, UTILITY REFUND	10/15/2020	82.01	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	293047.00		CBH, 3386 W REMEMBRANCE DR, UTILITY REFUND	10/15/2020	25.04	.00	21-4600 SEWER USER FEES	0	10/20		
Total 293047.00:						107.05	.00					
2004	UTILITY REFUND #9	293064.00		CBH HOMES, 6659 S ALLEGIANCE AVE, UTILITY REFUND	10/15/2020	83.60	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	293064.00		CBH HOMES, 6659 S ALLEGIANCE AVE, UTILITY REFUND	10/15/2020	26.83	.00	21-4600 SEWER USER FEES	0	10/20		
Total 293064.00:						110.43	.00					
2004	UTILITY REFUND #9	302307.00		SCHROEDER ENTERPRISES, 591 E PASCUA DR, UTILITY REFUND	10/07/2020	5.10	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	302307.00		SCHROEDER ENTERPRISES, 591 E PASCUA DR, UTILITY REFUND	10/07/2020	5.11	.00	21-4600 SEWER USER FEES	0	10/20		
Total 302307.00:						10.21	.00					
2004	UTILITY REFUND #9	302430.00		STYLISH HOMES, 9133 S CIPOLLETTI WAY, UTILITY REFUND	10/15/2020	26.36	.00	20-4500 METERED WATER SALES	0	10/20		

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
2004	UTILITY REFUND #9	302430.00		STYLISH HOMES, 9133 S CIPOLLETTI WAY, UTILITY REFUND	10/15/2020	28.25	.00	21-4600 SEWER USER FEES	0	10/20		
Total 302430.00:						54.61	.00					
2004	UTILITY REFUND #9	302445.00		RIVERWOOD HOMES, 865 E PASCUA DR, UTILITY REFUND	10/07/2020	57.69	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	302445.00		RIVERWOOD HOMES, 865 E PASCUA DR, UTILITY REFUND	10/07/2020	3.49	.00	21-4600 SEWER USER FEES	0	10/20		
Total 302445.00:						61.18	.00					
2004	UTILITY REFUND #9	303352.00		HUBBLE HOMES, 2494 N RIDGECREEK AVE, UTILITY REFUND	10/15/2020	30.39	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	303352.00		HUBBLE HOMES, 2494 N RIDGECREEK AVE, UTILITY REFUND	10/15/2020	22.72	.00	21-4600 SEWER USER FEES	0	10/20		
Total 303352.00:						53.11	.00					
2004	UTILITY REFUND #9	303361.00		HUBBLE HOMES, 2616 N RIDGECREEK AVE, UTILITY REFUND	10/05/2020	28.31	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	303361.00		HUBBLE HOMES, 2616 N RIDGECREEK AVE, UTILITY REFUND	10/05/2020	22.73	.00	21-4600 SEWER USER FEES	0	10/20		
Total 303361.00:						51.04	.00					
2004	UTILITY REFUND #9	303373.00		HUBBLE HOMES, 721 E WHITBECK ST, UTILITY REFUND	10/07/2020	30.01	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	303373.00		HUBBLE HOMES, 721 E WHITBECK ST, UTILITY REFUND	10/07/2020	26.55	.00	21-4600 SEWER USER FEES	0	10/20		

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 303373.00:						56.56	.00					
2004	UTILITY REFUND #9	303382.00		HUBBLE HOMES, 710 E CELTIC DR, UTILITY REFUND	10/05/2020	29.31	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	303382.00		HUBBLE HOMES, 710 E CELTIC DR, UTILITY REFUND	10/05/2020	23.42	.00	21-4600 SEWER USER FEES	0	10/20		
Total 303382.00:						52.73	.00					
2004	UTILITY REFUND #9	330154.00		TOLL BROS INC, 1009 E WHITETAIL ST, UTILITY REFUND	10/09/2020	119.80	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	330154.00		TOLL BROS INC, 1009 E WHITETAIL ST, UTILITY REFUND	10/09/2020	74.13	.00	21-4600 SEWER USER FEES	0	10/20		
Total 330154.00:						193.93	.00					
2004	UTILITY REFUND #9	330165.00		TOLL BROS INC, 1653 N GREENVILLE AVE, UTILITY REFUND	10/15/2020	116.65	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	330165.00		TOLL BROS INC, 1653 N GREENVILLE AVE, UTILITY REFUND	10/15/2020	72.92	.00	21-4600 SEWER USER FEES	0	10/20		
Total 330165.00:						189.57	.00					
2004	UTILITY REFUND #9	330312.00A		TOLL BROS INC, 2080 N THORNDALE AVE, UTILITY REFUND	10/23/2020	52.67	.00	20-4500 METERED WATER SALES	0	10/20		
Total 330312.00A:						52.67	.00					
2004	UTILITY REFUND #9	340018.01		CBH, 7088 S CATFISH CREEK AVE, UTILITY REFUND	10/07/2020	93.33	.00	20-4500 METERED WATER SALES	0	10/20		

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
2004	UTILITY REFUND #9	340018.01		CBH, 7088 S CATFISH CREEK AVE, UTILITY REFUND	10/07/2020	43.24	.00	21-4600 SEWER USER FEES	0	10/20		
Total 340018.01:						136.57	.00					
2004	UTILITY REFUND #9	341032.00		CBH, 3254 W ZAREA DR, UTILITY REFUND	10/15/2020	82.30	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	341032.00		CBH, 3254 W ZAREA DR, UTILITY REFUND	10/15/2020	26.41	.00	21-4600 SEWER USER FEES	0	10/20		
Total 341032.00:						108.71	.00					
2004	UTILITY REFUND #9	341038.00		CBH, 3364 W ZAREA DR, UTILITY REFUND	10/15/2020	84.70	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	341038.00		CBH, 3364 W ZAREA DR, UTILITY REFUND	10/15/2020	30.80	.00	21-4600 SEWER USER FEES	0	10/20		
Total 341038.00:						115.50	.00					
2004	UTILITY REFUND #9	341044.00		CBH HOMES, 3418 W ADIOS ST, UTILITY REFUND	10/15/2020	79.60	.00	20-4500 METERED WATER SALES	0	10/20		
2004	UTILITY REFUND #9	341044.00		CBH HOMES, 3418 W ADIOS ST, UTILITY REFUND	10/15/2020	20.66	.00	21-4600 SEWER USER FEES	0	10/20		
Total 341044.00:						100.26	.00					
Total UTILITY REFUND #9:						1,737.02	.00					
ZAMZOWS												
66	ZAMZOWS	394093901	10720	5 GALLON BUCKET OF THRIVE, J. DURHAM, OCT.20	10/14/2020	72.49	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/20		
Total 394093901:						72.49	.00					

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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
Total ZAMZOWS:						72.49	.00					
Grand Totals:						582,675.04	130,100.20					

Dated: _____

Mayor: _____

City Council: _____

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City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

RESOLUTION NO. R51-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NOS. R9-2007 AND R43-2014; ADOPTING THE STEP AND GRADE POLICY FOR THE PUBLIC WORKS AND PARKS DEPARTMENTS AS ATTACHED HERETO; AND DECLARING 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. Resolution Nos. R9-2007 and R43-2014 are hereby repealed and replaced.

Section 2. The Step and Grade Policy for the Public Works and Parks Departments for the City of Kuna, Idaho in substantially the format, as attached hereto as "**EXHIBIT A**" is hereby adopted.

Section 3. This resolution shall be in full force and effect after its passage and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

City of Kuna
STEP AND GRADE POLICY- Public Works and Parks Departments

1. PURPOSE:

    1.1. This policy establishes the procedures for consistent handling of employee advancements. Consideration is given to the following:

        1.1.1. Experience or longevity

        1.1.2. Licenses or equivalent employee improvements

        1.1.3. Promotions

        1.1.4. Assignments of Responsible Charge

2. ORGANIZATIONS AFFECTED:

    2.1. This policy applies to all Public Works and Parks Department employees paid from the Water Fund, Irrigation Fund, Sewer Fund, and General Fund. This includes the employees that work as (or in) Water Department, Sewer Department, Technical Assistant, Fleet, Equipment & Facilities Management, GIS, Engineering, Surveying, Parks Department, and Administration. The Parks Department is the only department funded through the General Fund.

3. COST OF LIVING ADJUSTMENTS (COLA)

    3.1. The application of an inflationary adjustment to employee salaries does not address employee advancement but simply maintains the purchasing power of existing salaries. The City of Kuna has historically addressed COLAs as a percentage adjustment to gross salaries, applied across the board, at budget time. This policy does not change this historical practice but proposes to definitively separate COLAs from advancement considerations. The Step and Grade Chart (see Attachment 1) provides the basis for applying approved COLAs.

4. EXPERIENCE OR LONGEVITY

    4.1. The City of Kuna has historically adjusted salary based on years of service. The premise for longevity compensation is that sustained work experience is of value to the City. The following steps will apply to performance and longevity. Increased compensation will be directly tied to the performance evaluation scores at two (2) year intervals (see Attachment 2).

        4.1.1. 4% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category “Good” performance ratings and 2 or more category “Excellent” performance ratings and no “Unsatisfactory” category ratings.

4.1.2. 3% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Good" performance ratings and no "Unsatisfactory" category ratings.

4.1.3. 2% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Satisfactory" performance ratings and no "Unsatisfactory" category ratings.

4.1.4. 1% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 20 or more category "Satisfactory" performance and no "Unsatisfactory" category ratings.

5. LICENSES AND CERTIFICATIONS

5.1. Water, Sewer, Engineering, and Survey employees have an existing state sponsored system of licensing. Fleet, Equipment, & Facilities Management, GIS, and Parks licenses do not have a government organized licensing system. Where a formal licensing structure is not available, an alternative equivalent advancement structure is provided.

5.2. Water Department Employees

5.2.1. Passing the Idaho Division of Occupational and Professional Licenses (IDOPL) Water Distribution and Treatment 1 test is required within two (2) years of beginning employment and is not a basis for advancement of either step or grade but is the basis for assigning a novice employee in the Water Fund to Grade 4, Step A. For advancement Water Department employees have the following options available:

5.2.1.1. Water 2 (Pass Distribution 2 or Lab 2 and Required Experience) Grade 5 and a salary increase of at least one step.

5.2.1.2. Water 3 (Pass Distribution 3 or Lab 3 and Required Experience) Grade 6 and a salary increase of at least one step.

5.2.1.3. Water 4 (Pass Distribution 4 or Lab 4 and Required Experience) Grade 7 and a salary increase of at least one step.

5.2.1.4. Lead 1 or Alternate Responsible Charge (Must be licensed at Class of System) Grade 8 and a salary increase of at least one step.

5.2.1.5. Supervisor or Responsible Charge (Must be licensed at Class of System) Grade 9 and a salary increase of at least one step.

5.2.1.6. CDL Certification with Supervisor recommendation (3 steps)

5.3. Sewer Department Employees

5.3.1. Passing the IDOPL Sewer Treatment 1 and Sewer Collections 1 is required within two (2) years of beginning employment and is not a basis for advancement of either step or grade but is the basis for assigning a novice employee in the Sewer Fund to Grade 4, Step A. For advancement Sewer Department employees have the following options available:

5.3.1.1. Sewer 2 (Pass Treatment 2 or Collection 2 or Lab 2 and Required Experience) Grade 5 and a salary increase of at least one step.

5.3.1.2. Sewer 3 (Pass Treatment 3 or Collection 3 or Lab 3 and Required Experience) Grade 6 and a salary increase of at least one step.

5.3.1.3. Sewer 4 (Pass Treatment 4 or Collection 4 or Lab 4 and Required Experience) Grade 7 and a salary increase of at least one step.

5.3.1.4. Lead 1 or Alternate Responsible Charge (Must be licensed at Class of System) Grade 8 and a salary increase of at least one step.

5.3.1.5. Supervisor or Responsible Charge (Must be licensed at Class of System) Grade 9 and a salary increase of at least one step.

5.3.1.6. CDL Certification with Supervisor recommendation (3 steps)

5.4. Technical Assistant

5.4.1. Within the City of Kuna, the Technical Assistants do not have comparable testing and certification as the other positions in the Public Works Department. Employees may advance upward on the Grade Scale, as described below. Entry Level is designated as Technical Assistant 1 Grade 4, Step A. A novice technical assistant requires a high school diploma or GED, proficiency with computer programs and database systems, and ability to communicate.

5.4.1.1. Technical Assistant 2 (proficient as a Technical Assistant 1, requiring less supervision while incorporating more responsibility and technical literacy) Grade 5-6 with a salary increase of at least one step.

5.4.1.2. Technical Assistant 3 (proficient as a Technical Assistant 2, requiring little supervision while incorporating additional responsibility and superior technical literacy) Grade 7 with a salary increase of at least one step.

5.5. Fleet, Equipment, & Facilities Management

5.5.1. Fleet/Facilities Tech 1 is required within one (1) year of beginning employment to pass "Auto Maintenance and Light Repair" test and is not a basis for advancement of either step or grade but is the basis for assigning a novice employee in this Division to Grade 4, Step A. The professional certification is through National Institute for Automotive Service Excellence (ASE). For advancement Fleet Management Department employees have the following options available:

5.5.1.1. Fleet/Facilities Tech 2 (4,000 HRS Experience, Auto & Light Truck Certification; Pass ASE A-Series Tests; 2 years non-concurrent experience; Must keep license current, and receive supervisor recommendation) Grade 5 and a salary increase of at least one step.

5.5.1.2. Fleet/Facilities Tech 3 (8,000 HRS Experience, Truck Equipment Certification; Pass ASE E-Series Tests; 2 years non-concurrent experience; Must keep license current and receive supervisor recommendation) Grade 6 and a salary increase of at least one step.

5.5.1.3. Fleet/Facilities Tech 4 (12,000 HRS Experience, Electronic Diesel Engine Diagnosis; Pass ASE L2 Test; 2 years non-concurrent experience; Must keep license current; Medium-Heavy Truck Certification; Pass ASE T-Series Tests; 2 years non-concurrent experience; Must keep license current; Undercar Specialist Exhaust Systems; Pass ASE X1 Test; 2 years non-concurrent experience; Must keep license current, and receive supervisor recommendation) Grade 7 and a salary increase of at least one step.

5.5.1.4. Lead 1 or Alternative Responsible Charge (Fleet Mechanic 3, ASE Certification, and receive Supervisor recommendation) Grade 8 and a salary increase of at least one step.

5.6. GIS Employees

5.6.1. GIS employees shall demonstrate proficiency with mapping and computer aided drafting (CAD). The GIS employee must demonstrate by training and/or experience the ability to create figures, charts and displays that support Administration, Public Works, Planning and Zoning, Legal and Treasurer departmental activities of the City. The professional certification is through GIS Certification Institute (GISCI). Entry level is designated GIS 1 at Grade 5, and requires familiarity with basic GIS concepts and computer programs. For advancement GIS employees have the following options available:

5.6.1.1. GIS 2 (enrolled in an Associate's Degree from an accredited program in GIS, Geography, Cartography, Computer Science, or related field) Grade 6 and a salary increase of at least one step.

5.6.1.2. GIS 3 (4,000 HRS Experience and 2-year degree) Grade 7 and a salary increase of at least one step.

5.6.1.3. GIS 4 (8,000 HRS Experience and 2-year degree OR 4,000 HRS Experience and 4-year degree) Grade 8 and a salary increase of at least one step.

5.6.1.4. GIS 5 (GIS 3 qualifications and GISP certification) Grade 9 and a salary increase of at least one step.

5.6.1.5. GIS 6 (GIS 4 qualifications and 10,000 HRS of professional experience) Grade 10 and a salary increase of at least one step.

5.7. Engineering Employees

5.7.1. Engineering employees track must demonstrate by education, training and/or experience, the ability to create products that support Administration, Public Works, Planning and Zoning, Legal and Treasurer departmental activities of the City. Entry level is designated Eng 1 at Grade 5, and requires familiarity with basic engineering concepts, surveying, CAD, and similar computer programs. Postsecondary engineering educational experience must be certified by Accreditation Board for Engineering and Technology, Inc (ABET). For advancement Engineering employees have the following options available:

5.7.1.1. Eng 2 (Enrolled in a civil engineering degree) Grade 6 and a salary increase of at least one step.

5.7.1.2. Eng 3 (Bachelor's Degree in civil engineering) Grade 7 and a salary increase of at least one step.

5.7.1.3. Eng 4 (Eng 3 qualifications, EIT certification, and either 4000 HRS of professional experience or Master's Degree in related studies) Grade 8 and a salary increase of at least one step.

5.7.1.4. Eng 5 (Eng 4 qualifications and certified PE) Grade 9 and a salary increase of at least one step.

5.7.1.5. Eng 6 (Eng 5 qualifications and 10,000 HRS of professional experience) Grade 10 and a salary increase of at least one step.

5.8. Surveying Employees

5.8.1. Surveying employees must demonstrate by education, training, and/or experience, the ability to provide topographical and location data relevant to construction projects, property boundaries and site conditions. Entry level is designated Survey 1 at Grade 5, and requires familiarity with basic surveying concepts, CAD, and similar computer programs. Professional certification is through National Council of Examiners for Engineering and Surveying (NCEES) and National Society of Professional Surveyors (NSPS).

5.8.1.1. Survey 2 (Enrolled in a surveying degree from an accredited program) Grade 6 and a salary increase of at least one step.

5.8.1.2. Survey 3 (Bachelor's Degree in surveying from an accredited program or Associate's Degree in surveying with LSIT or CST certification) Grade 7 and a salary increase of at least one step.

5.8.1.3. Survey 4 (Bachelor's Degree in surveying from an accredited program and LSIT or CST certification or Associate's Degree with LSIT or CST certification and 4000 HRS of professional experience) Grade 8 and a salary increase of at least one step.

5.8.1.4. Survey 5 (Survey 4 qualifications and certified PLS) Grade 9 and a salary increase of at least one step.

5.8.1.5. Survey 6 (Survey 5 qualifications and 10,000 HRS of professional experience) Grade 10 and a salary increase of at least one step.

5.9. Parks Employees

5.9.1. An employee may be designated to pursue either the Parks or Arborist track. The employee in the Arborist Track must demonstrate by experience or training the ability to tend, care for and maintain the living vegetation in the system. The employee in the Parks track must demonstrate by experience or training the ability to tend, use, care for and maintain the equipment and facilities in the system. A novice employee is assigned a salary based on Grade 4, Step A. For advancement Parks Department employees have the following options available:

5.9.1.1. Parks 2 or Arborist 2 (4,000 HRS Experience, Certified Pesticide Applicator or CDL Certification and complete Winter Maintenance course and receive Supervisor recommendation) Grade 5 and a salary increase of at least one step.

5.9.1.2. Parks 3 or Arborist 3 (8,000 HRS Experience, comply with 5.4.1.7 or 5.4.1.8, and receive Supervisor recommendation) Grade 6 and a salary increase of at least one step.

5.9.1.3. Parks 4 or Arborist 4 (12,000 HRS Experience, comply with 5.4.1.9 or 5.4.1.10, and receive Supervisor recommendation) Grade 7 and a salary increase of at least one step.

5.9.1.4. Lead 1 or Alternate Responsible Charge (Parks or Arborist 3, Supervisor or Director recommendation) Grade 8 and a salary increase of at least one step.

5.9.1.5. Supervisor (Parks or Arborist 4, Director recommendation) Grade 9 and a salary increase of at least one step.

5.9.1.6. Heavy Equipment Operator 1; Pass City Written Test; Pass City Field Test #1; Log of 100 in-the-cab hours (backhoe, loader, mini-excavator, skid steer, grader, dozer); 2 years non-concurrent experience; Subject to Random Drug Tests. (3 steps)

5.10. Administrative Employees

5.10.1. Customer Service Specialist Within the City of Kuna, the Customer Service Specialist do not have comparable testing and certification as the other positions in the Parks Department. Employees may advance upward on the Grade Scale, as described below. Entry Level is designated as Customer Service Specialist 1 Grade 4/A, depending on experience. A novice Customer Service Specialist requires a high school diploma or GED, proficiency with computer programs and database systems, and ability to communicate.

5.10.1.1. Customer Service Specialist 1 (4,000 HRS and receive Supervisor recommendation) Grade 5 and a salary increase of at least one step.

5.10.1.2. Customer Service Specialist 2 (8,000 HRS Experience, Comply with 5.9.2.1. and 5.9.2.2., and receive Supervisor recommendation) Grade 6 and a salary increase of at least one step.

5.10.1.3. Certified Parks & Recreation Professional (12,000 HRS Experience comply with; Pass Test; 2 years non-concurrent experience; Must keep license current.) Grade 7 and a salary increase of at least 1 step.

5.10.1.4. CPR Certification Instructor (Pass test, must keep license current). (3 steps)

6. PROMOTIONS AND RESPONSIBLE CHARGE

6.1. The promotion to lead/foreman or superintendent shall have the grade as established in the approved EMPLOYEE PAY GRADE CHART and at least the salary of Step A within Grade. No advancement should occur, however, without a salary adjustment up of at least one step and no advancement should result in a lower salary from the present for the employee.

6.2. The State of Idaho requires the City to designate a Responsible Charge Operator for Water Distribution, Sewer Treatment and Sewer Collection. This policy proposes there also be a Responsible Charge Operator for Irrigation and Parks. Designation as Responsible Charge Operator should be accompanied by a salary adjustment of two steps. The State also requires appointment of a Back-up Responsible Charge Operator. Designation as Backup Responsible Charge Operator should be accompanied by a salary adjustment of one step.

7. APPLICATION OF STEPS

7.1. In initiating this policy, the application of multiple steps, over multiple grades, should be done in a consistent sequence as follows:

7.1.1. Start with the base salary at the date of initiation at novice Grade, Step A.

7.1.2. Apply the number of steps earned within that grade.

7.1.3. Repeat the process on the subsequent earned grades until all steps the employee has earned are used up.

7.1.4. If an employee is promoted to a grade, the employee is assigned to a step within grade that provides at least a full step salary increase from salary before promotion. Steps earned subsequent to the grade promotion will be applied to initial assigned step within the new grade.

7.1.5. Salary adjustments for Steps and Grades are applied at the time they are earned.

Attachments

1. Step & Grade Salary Chart

2. Performance Evaluation

Attachment 1.
Step & Grade Salary Chart

STEPS / GRADES ↓	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH
13	$47.88	$48.36	$48.84	$49.33	$49.82	$50.32	$50.83	$51.33	$51.85	$52.37	$52.89	$53.42	$53.95	$54.49	$55.04	$55.59	$56.14	$56.70	$57.27	$57.84	$58.42	$59.01	$59.60	$60.19	$60.79	$61.40	$62.02	$62.64	$63.26	$63.90	$64.54	$65.18	$65.83	$66.49
12	$41.64	$42.06	$42.48	$42.90	$43.33	$43.76	$44.20	$44.64	$45.09	$45.54	$46.00	$46.46	$46.92	$47.39	$47.86	$48.34	$48.83	$49.31	$49.81	$50.31	$50.81	$51.32	$51.83	$52.35	$52.87	$53.40	$53.93	$54.47	$55.02	$55.57	$56.12	$56.69	$57.25	$57.83
11	$36.21	$36.57	$36.94	$37.31	$37.68	$38.06	$38.44	$38.82	$39.21	$39.60	$40.00	$40.40	$40.80	$41.21	$41.62	$42.04	$42.46	$42.88	$43.31	$43.75	$44.18	$44.62	$45.07	$45.52	$45.98	$46.44	$46.90	$47.37	$47.84	$48.32	$48.81	$49.29	$49.79	$50.28
10	$31.48	$31.79	$32.11	$32.43	$32.76	$33.09	$33.42	$33.75	$34.09	$34.43	$34.77	$35.12	$35.47	$35.83	$36.19	$36.55	$36.91	$37.28	$37.65	$38.03	$38.41	$38.80	$39.18	$39.58	$39.97	$40.37	$40.77	$41.18	$41.59	$42.01	$42.43	$42.85	$43.28	$43.72
9	$27.37	$27.64	$27.92	$28.20	$28.48	$28.77	$29.05	$29.34	$29.64	$29.93	$30.23	$30.54	$30.84	$31.15	$31.46	$31.78	$32.09	$32.41	$32.74	$33.07	$33.40	$33.73	$34.07	$34.41	$34.75	$35.10	$35.45	$35.81	$36.16	$36.53	$36.89	$37.26	$37.63	$38.01
8	$23.81	$24.05	$24.29	$24.53	$24.78	$25.02	$25.27	$25.53	$25.78	$26.04	$26.30	$26.56	$26.83	$27.10	$27.37	$27.64	$27.92	$28.20	$28.48	$28.77	$29.05	$29.34	$29.64	$29.93	$30.23	$30.53	$30.84	$31.15	$31.46	$31.77	$32.09	$32.41	$32.74	$33.06
7	$21.64	$21.86	$22.07	$22.30	$22.52	$22.74	$22.97	$23.20	$23.43	$23.67	$23.90	$24.14	$24.38	$24.63	$24.87	$25.12	$25.37	$25.63	$25.88	$26.14	$26.40	$26.67	$26.94	$27.21	$27.48	$27.75	$28.03	$28.31	$28.59	$28.88	$29.17	$29.46	$29.75	$30.05
6	$19.68	$19.88	$20.08	$20.28	$20.48	$20.68	$20.89	$21.10	$21.31	$21.52	$21.74	$21.96	$22.18	$22.40	$22.62	$22.85	$23.08	$23.31	$23.54	$23.78	$24.01	$24.25	$24.50	$24.74	$24.99	$25.24	$25.49	$25.75	$26.00	$26.26	$26.53	$26.79	$27.06	$27.33
5	$17.89	$18.07	$18.25	$18.43	$18.62	$18.80	$18.99	$19.18	$19.37	$19.57	$19.76	$19.96	$20.16	$20.36	$20.56	$20.77	$20.98	$21.19	$21.40	$21.61	$21.83	$22.05	$22.27	$22.49	$22.72	$22.94	$23.17	$23.40	$23.64	$23.87	$24.11	$24.35	$24.60	$24.84
4	$16.26	$16.42	$16.59	$16.75	$16.92	$17.09	$17.26	$17.43	$17.61	$17.78	$17.96	$18.14	$18.32	$18.51	$18.69	$18.88	$19.07	$19.26	$19.45	$19.64	$19.84	$20.04	$20.24	$20.44	$20.65	$20.85	$21.06	$21.27	$21.48	$21.70	$21.92	$22.14	$22.36	$22.58
3	$14.78	$14.93	$15.08	$15.23	$15.38	$15.53	$15.69	$15.85	$16.00	$16.16	$16.33	$16.49	$16.65	$16.82	$16.99	$17.16	$17.33	$17.50	$17.68	$17.86	$18.03	$18.21	$18.40	$18.58	$18.77	$18.95	$19.14	$19.34	$19.53	$19.72	$19.92	$20.12	$20.32	$20.52
2	$13.44	$13.57	$13.71	$13.85	$13.99	$14.13	$14.27	$14.41	$14.55	$14.70	$14.85	$14.99	$15.14	$15.30	$15.45	$15.60	$15.76	$15.92	$16.08	$16.24	$16.40	$16.56	$16.73	$16.90	$17.07	$17.24	$17.41	$17.58	$17.76	$17.94	$18.12	$18.30	$18.48	$18.66
1	$12.21	$12.33	$12.46	$12.58	$12.71	$12.83	$12.96	$13.09	$13.22	$13.35	$13.49	$13.62	$13.76	$13.90	$14.04	$14.18	$14.32	$14.46	$14.60	$14.75	$14.90	$15.05	$15.20	$15.35	$15.50	$15.66	$15.82	$15.97	$16.13	$16.29	$16.46	$16.62	$16.79	$16.96

COST OF LIVING ADJUSTMENT(COLA) FACTOR

1.26%

Attachment 2.
Performance Evaluation

City of Kuna Performance Evaluation

EMPLOYEE INFO			
EMPLOYEE NAME		DEPARTMENT	
EMPLOYEE ID		REVIEWER NAME	
POSITION HELD		HR REP	
HIRE DATE		DATE OF REVIEW	

BEHAVIORS				
QUALITY	UNSATISFACTORY	SATISFACTORY	GOOD	EXCELLENT
Works to Full Potential				
Quality of Work				
Work Consistency				
Communication				
Independent Work				
Takes Initiative				
Group Work				
Productivity				
Creativity				
Honesty				
Integrity				
Coworker Relations				
Client Relations				
Technical Skills				
Dependability				
Punctuality				
Attendance				

STRENGTHS / TRAINING NEEDS
DETAIL EMPLOYEE'S GREATEST STRENGTHS

DETAIL ASPECTS REQUIRING IMPROVEMENT		
GOALS		
ACHIEVED GOALS SET IN PREVIOUS REVIEW?		
GOALS FOR NEXT REVIEW PERIOD		
COMMENTS AND APPROVAL		
EMPLOYEE COMMENTS	**REVIEWER COMMENTS**	
EMPLOYEE SIGNATURE	**REVIEWER SIGNATURE**	**HR REP SIGNATURE**

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CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NOS. R9-2007 AND R43-2014; ADOPTING THE STEP AND GRADE POLICY FOR THE PUBLIC WORKS AND PARKS DEPARTMENTS AS ATTACHED HERETO; AND DECLARING 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. Resolution Nos. R9-2007 and R43-2014 are hereby repealed and replaced.

Section 2. The Step and Grade Policy for the Public Works and Parks Departments for the City of Kuna, Idaho in substantially the format, as attached hereto as "**EXHIBIT A**" is hereby adopted.

Section 3. This resolution shall be in full force and effect after its passage and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

City of Kuna
STEP AND GRADE POLICY- Public Works and Parks Departments

1. PURPOSE:

1.1. T~~he purpose of t~~his policy ~~is to~~ establish~~es~~ the procedures for consistent handling of employee advancements. Consideration is given to the following:

1.1.1. Experience or longevity~~.~~

1.1.2. ~~Tests and~~ Licenses or equivalent employee improvements~~.~~

1.1.3. Promotions~~.~~

1.1.4. Assignments of Responsible Charge~~.~~

~~1.1.5. Each of the above will be explained further below.~~

2. ORGANIZATIONS AFFECTED:

2.1. This policy applies to all Public Works and Parks Department employees paid from~~in~~ the Water Fund, Irrigation Fund, Sewer Fund, and General Fund. This includes the employees that work as (or in) Water Department, Sewer Department, Technical Assistant, Fleet, Equipment & Facilities Management, GIS, Engineering, Surveying, Parks Department, and Administration. The Parks Department is the only department funded through the General Fund. ~~, Parks Department, Mapping Division and Fleet & Equipment Management Division.~~

~~2.2. This policy does not apply to appointed officials.~~

3. COST OF LIVING ADJUSTMENTS (COLA)

3.1. The application of an inflationary adjustment to employee salaries does not address employee advancement but~~, if done equitably,~~ simply maintains the purchasing power of existing salaries. The City of Kuna has historically addressed COLAs as a percentage adjustment to gross salaries, applied across the board, at budget time. This policy does not change this historical practice but proposes to definitively separate COLAs from advancement considerations. The Step and Grade Chart (see Attachment 1) provides the basis for ~~works well in~~ applying approved COLAs.

4. EXPERIENCE OR LONGEVITY

4.1. The City of Kuna has ~~not~~ historically adjusted salary based on years of service. ~~On occasion, however, COLAs have exceeded the inflation rate in a manner that some compensation for longevity has occurred. This policy proposes to isolate COLAs from longevity and to apply one step advancement for each two years of service.~~ The premise for longevity compensation is that sustained work experience is of value to the City ~~on the following criteria~~. The following steps will apply to performance and longevity. Increased compensation will be directly tied to the performance evaluation scores at two (2) year intervals~~.~~ (see ~~a~~Attachment 2~~ed performance evaluation)~~).

4.1.1. 4% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Good" performance ratings and 2 or more category "Excellent" performance ratings and no "Unsatisfactory" category ratings.

~~4.2.~~4.1.2. 3% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Good" performance ratings and no "Unsatisfactory" category ratings.

~~4.2.1.~~4.1.3. 2% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 24 or more category "Satisfactory" performance ratings and no "Unsatisfactory" category ratings.

~~4.2.2.~~4.1.4. ~~:~~

~~4.2.3.~~ **1% increase based on 2 annual reviews during the preceding two (2) years of performance reviews with an average of 20 or more category "Satisfactory" performance and no "Unsatisfactory" category ratings.**

5. ~~TESTS AND~~ LICENSES AND CERTIFICATIONS

5.1. Water~~, and~~ Sewer, Engineering, and Survey employees have an existing state sponsored system of licensing~~g based on tests and experience~~. ~~Parks,~~ Fleet, Equipment, & Facilites Management, ~~and Mapping~~ GIS, and Parks licenses do not have a government organized licensing system. Where a formal licensing structure is not available, an alternative equivalent advancement structure is provided.

5.2. Water Department Employees

5.2.1. P~~By State statute, p~~assing the Idaho Division of Occupational and Professional Licenses (IDOPL) Water Distribution and Treatment 1 test is required within two (2)~~+~~ years of beginning employment and is not a basis for advancement of either step or grade but is the basis for assigning a novice employee in the Water Fund to Grade 4, Step A. For advancement Water Department employees have the following options available:

5.2.1.1. Water 2 (Pass Distribution 2 or Lab 2 and~~+~~ Required Experience) Grade 5 and a salary increase of at least one step.

5.2.1.2. Water 3 (Pass Distribution 3 or Lab 3 and~~+~~ Required Experience) Grade 6 and a salary increase of at least one step.

5.2.1.3. Water 4 (Pass Distribution 4 or Lab 4 ~~+~~and Required Experience) Grade 7 and a salary increase of at least one step.

5.2.1.4. Lead 1 or Alternate Responsible Charge (Must be licensed at Class of System) Grade 8 and a salary increase of at least one step.

~~5.2.1.5.~~ 5.2.1.5 Supervisor~~Lead 2~~ or Responsible Charge (Must be licensed at Class of System) Grade 9 and a salary increase of at least one step.

~~5.2.1.6. Superintendent (Must be licensed at Class of System) Grade 11 and a salary increase of at least one step.~~

5.2.1.6. CDL Certification with Supervisor recommendation (3 steps)

~~5.2.~~5.3. Sewer Department Employees

~~5.2.1.~~5.3.1. ~~P~~By ~~State statute, p~~assing the IDOPL Sewer Treatment 1 ~~or~~ and Sewer Collections 1 is required within two ~~one~~ (~~1~~2) years of beginning employment and is not a basis for advancement of either step or grade but is the basis for assigning a novice employee in the Sewer Fund to Grade 4, Step A. For advancement Sewer Department employees have the following options available:

~~5.2.1.6.~~5.3.1.6. Sewer 2 (Pass Treatment 2 or Collection 2 or Lab 2 and~~+~~ Required Experience) Grade 5 and a salary increase of at least one step.

~~5.2.1.7.~~5.3.1.7. Sewer 3 (Pass Treatment 3 or Collection 3 or Lab 3 and~~+~~ Required Experience) Grade 6 and a salary increase of at least one step.

~~5.2.1.8.~~5.3.1.8. Sewer 4 (Pass Treatment 4 or Collection 4 or Lab 4 ~~+~~and Required Experience) Grade 7 and a salary increase of at least one step.

~~5.2.1.9.~~5.3.1.9. Lead 1 or Alternate Responsible Charge (Must be licensed at Class of System) Grade 8 and a salary increase of at least one step.

5.3.1.10. ~~Lead 2~~Supervisor or Responsible Charge (Must be licensed at Class of System) Grade 9 and a salary increase of at least one step.

5.3.1.11. CDL Certification with Supervisor recommendation (3 steps)

~~5.2.1.7.~~

~~5.2.1.10. Superintendent (Must be licensed at Class of System) Grade 11 and a salary increase of at least one step.~~

~~5.3. Parks Employees~~

~~5.3.1. An employee may be designated to pursue either the Parks or Arborist track. The employee in the Arborist Track must demonstrate by experience or training the ability to tend, care for and maintain the living vegetation in the system. The employee in the Parks track must demonstrate by experience or training the ability to tend, use, care for and maintain the equipment and facilities in the system. A novice employee is assigned a salary based on Grade 3, Step A. For advancement Parks Department employees have the following options available:~~

~~5.3.1.6. Parks 2 or Arborist 2 (4,000 HRS Experience, Certified Pesticide Applicator, and receive Supervisor recommendation) Grade 4 and a salary increase of at least one step.~~

~~5.3.1.7. Parks 3 or Arborist 3 (8,000 HRS Experience, Comply with 5.4.1.7 or 5.4.1.8, and receive Supervisor recommendation) Grade 5 and a salary increase of at least one step.~~

~~5.3.1.8. Parks 4 or Arborist 4 (12,000 HRS Experience, Comply with 5.4.1.9 or 5.4.1.10, and receive Supervisor recommendation) Grade 6 and a salary increase of at least one step.~~

~~5.3.1.9. Lead 1 or Alternate Responsible Charge (Parks or Arborist 3, Supervisor recommendation) Grade 7 and a salary increase of at least one step.~~

~~5.3.1.10. Lead 2 or Responsible Charge (Parks or Arborist 4, Supervisor recommendation) Grade 8 and a salary increase of at least one step.~~

~~5.3.1.11. Superintendent (Supervisor or Mayor recommendation) Grade 10 and a salary increase of at least one step.~~

~~5.3.1.12. Certified Parks & Recreation Professional; Pass Test; 2 years non-concurrent experience; Must keep license current.~~

~~5.3.1.13. Heavy Equipment Operator 1; Pass City Written Test; Pass City Field Test #1; Log of 100 in-the-cab hours (backhoe, loader, mini-excavator, skid steer, grader, dozer); 2 years non-concurrent experience; Subject to Random Drug Tests.~~

~~5.3.1.14. Certified Playground Safety Inspector; Pass Test; 2 years non-concurrent experience; Must keep license current.~~

~~5.3.1.15. Sprinkler System Designer; 2 years non-concurrent experience.~~

5.4. Technical Assistant

5.4.1. Within the City of Kuna, the Technical Assistants do not have comparable testing and certification as the other positions in the Public Works Department. Employees may advance upward on the Grade Scale, as described below. Entry Level is designated as Technical Assistant 1 Grade 4, Step A. A novice technical assistant requires a high school diploma or GED, proficiency with computer programs and database systems, and ability to communicate.

5.4.1.6. Technical Assistant 2 (proficient as a Technical Assistant 1, requiring less supervision while incorporating more responsibility and technical literacy) Grade 5-6 with a salary increase of at least one step.

5.4.1.7. Technical Assistant 3 (proficient as a Technical Assistant 2, requiring little supervision while incorporating additional responsibility and superior technical literacy) Grade 7 with a salary increase of at least one step.

~~5.4.~~5.5. Fleet, Equipment, ~~-~~& ~~Equipment~~ Facilities Management

~~5.4.1.~~5.5.1. Fleet/Facilities Tech~~Mechanic~~ 1 is required within one (1) year of beginning employment to pass "Auto Maintenance and Light Repair" test and is not a basis for advancement of either step or grade but is the basis for assigning a novice employee in this Division to Grade 4, Step A. The professional certification is through National Institute for Automotive Service Excellence (ASE). ~~—~~For advancement Fleet Management Department employees have the following options available:

~~5.4.1.6.~~5.5.1.6. Fleet/Facilities Tech ~~Mechanic~~ 2 (4,000 HRS Experience, Auto & Light Truck Certification; Pass ASE A-Series Tests; 2 years non-concurrent experience; Must keep license current, ~~Comply with 5.5.1.7,~~ and receive supervisor recommendation) Grade 5~~4~~ and a salary increase of at least one step.

~~5.4.1.7.~~5.5.1.7. Fleet/Facilities Tech ~~Fleet Mechanic~~ 3 (8,000 HRS Experience, Truck Equipment Certification; Pass ASE E-Series Tests; 2 years non-concurrent experience; Must keep license current~~Comply with Item 5.5.1.8~~ and receive supervisor recommendation) Grade 6~~5~~ and a salary increase of at least one step.

~~5.4.1.8.~~5.5.1.8. Fleet/Facilities Tech ~~Fleet Mechanic~~ 4 (12,000 HRS Experience, Electronic Diesel Engine Diagnosis; Pass ASE L2 Test; 2 years non-concurrent experience; Must keep license current; Medium-Heavy Truck Certification; Pass ASE T-Series Tests; 2 years non-concurrent experience; Must keep license current; Undercar Specialist Exhaust Systems; Pass ASE X1 Test; 2 years non-concurrent experience; Must keep license current, ~~Comply with 5.5.1.9, 5.5.1.10, or 5.5.1.11,~~ and receive supervisor recommendation) Grade 7~~6~~ and a salary increase of at least one step.

~~5.4.1.9.~~5.5.1.9. Lead 1 or Alternative Responsible Charge (Fleet Mechanic 3, ASE Certification, and receive Supervisor recommendation) Grade 8~~7~~ and a salary increase of at least one step.

~~5.4.1.10. Lead 2 or Responsible Charge (Fleet Mechanic 4, ASE Certification and received Supervisor recommendation) Grade 8 and a salary increase of at least one step.~~

~~5.4.1.11. Superintendent (Supervisor or Mayor recommendation) Grade 10 and a salary increase of at least one step.~~

~~5.4.1.12. Auto & Light Truck Certification; Pass Test; 2 years non-concurrent experience; Must keep license current (threeone steps).~~

~~5.4.1.13. Truck Equipment Certification; Pass Test; 2 years non-concurrent experience; Must keep license current (one three steps).~~

~~5.4.1.14. Electronic Diesel Engine Diagnosis; Pass Test; 2 years non-concurrent experience; Must keep license current (one three steps).~~

~~5.4.1.15. Medium Heavy Truck Certification; Pass Test; 2 years non-concurrent experience; Must keep license current (threeone steps).~~

~~Undercar Specialist Exhaust Systems; Pass Test; 2 years non-concurrent experience; Must keep license current (threeone steps).~~

~~5.2.1.8.~~

~~5.5.~~5.6. ~~Mapping~~ GIS Employees

~~5.5.1.~~5.6.1. GIS employees shall demonstrate proficiency with mapping and computer aided drafting (CAD). ~~An employee may be designated to pursue either Mapping or Computer Drafting tracks.~~ The GIS ~~e~~employee ~~in the Mapping track~~ must demonstrate by training and/or experience the ability to create figures, charts and displays that~~mapping products to~~ support Administration, Public Works, Planning and Zoning, Legal and Treasurer departmental activities of the City. The professional certification is through GIS Certification Institute (GISCI). ~~The employee in the Computer Drafting track must demonstrate by training and experience the ability to create construction plan products to support the Engineering and Public Works functions of the City.~~ Entry level is designated ~~Map~~ GIS 1 ~~or CAD 1~~ at Grade 5~~6~~, and requires familiarity with basic GIS concepts and computer programs. For advancement ~~Mapping or Computer Drafting~~GIS employees have the following options available:

5.6.1.6. GIS 2 (enrolled in an Associate's Degree from an accredited program in GIS, Geography, Cartography, Computer Science, or related field) Grade 6 and a salary increase of at least one step.

~~5.5.1.6.~~5.6.1.7. ~~Map 2 or CAD~~GIS 3~~2~~ (4,000 HRS Experience and 2-year degree) Grade 7 and a salary increase of at least one step.

5.6.1.8. ~~Map 3 or CAD~~ GIS 4~~3~~ (8,000 HRS Experience and 2-year degree OR 4,000 HRS Experience and 4-year degree) Grade 8 and a salary increase of at least one step.

5.6.1.9. GIS 5 (GIS 3 qualifications and GISP certification) Grade 9 and a salary increase of at least one step.

5.6.1.10. GIS 6 (GIS 4 qualifications and 10,000 HRS of professional experience) Grade 10 and a salary increase of at least one step.

5.7. Engineering Employees

5.7.1. Engineering employees track must demonstrate by education, training and/or experience, the ability to create products that support Administration, Public Works, Planning and Zoning, Legal and Treasurer departmental activities of the City. Entry level is designated Eng 1 at Grade 5, and requires familiarity with basic engineering concepts, surveying, CAD, and similar computer programs. Postsecondary engineering educational experience must be certified by Accreditation Board for Engineering and Technology, Inc (ABET). For advancement Engineering employees have the following options available:

5.7.1.6. Eng 2 (Enrolled in a civil engineering degree) Grade 6 and a salary increase of at least one step.

5.7.1.7. Eng 3 (Bachelor's Degree in civil engineering) Grade 7 and a salary increase of at least one step.

5.7.1.8. Eng 4 (Eng 3 qualifications, EIT certification, and either 4000 HRS of professional experience or Master's Degree in related studies) Grade 8 and a salary increase of at least one step.

5.7.1.9. Eng 5 (Eng 4 qualifications and certified PE) Grade 9 and a salary increase of at least one step.

5.7.1.10. Eng 6 (Eng 5 qualifications and 10,000 HRS of professional experience) Grade 10 and a salary increase of at least one step.

5.8. Surveying Employees

5.8.1. Surveying employees must demonstrate by education, training, and/or experience, the ability to provide topographical and location data relevant to construction projects, property boundaries and site conditions. Entry level is designated Survey 1 at Grade 5, and requires familiarity with basic surveying concepts, CAD, and similar computer programs. Professional certification is through National Council of Examiners for Engineering and Surveying (NCEES) and National Society of Professional Surveyors (NSPS).

5.8.1.6. Survey 2 (Enrolled in a surveying degree from an accredited program) Grade 6 and a salary increase of at least one step.

5.8.1.7. Survey 3 (Bachelor's Degree in surveying from an accredited program or Associate's Degree in surveying with LSIT or CST certification) Grade 7 and a salary increase of at least one step.

5.8.1.8. Survey 4 (Bachelor's Degree in surveying from an accredited program and LSIT or CST certification or Associate's Degree with LSIT or CST certification and 4000 HRS of professional experience) Grade 8 and a salary increase of at least one step.

5.8.1.9. Survey 5 (Survey 4 qualifications and certified PLS) Grade 9 and a salary increase of at least one step.

5.8.1.10. Survey 6 (Survey 5 qualifications and 10,000 HRS of professional experience) Grade 10 and a salary increase of at least one step.

5.9. Parks Employees

5.9.1. An employee may be designated to pursue either the Parks or Arborist track. The employee in the Arborist Track must demonstrate by experience or training the ability to tend, care for and maintain the living vegetation in the system. The employee in the Parks track must demonstrate by experience or training the ability to tend, use, care for and maintain the equipment and facilities in the system. A novice employee is assigned a salary based on Grade 4~~3~~, Step A. For advancement Parks Department employees have the following options available:

5.9.1.6. Parks 2 or Arborist 2 (4,000 HRS Experience, Certified Pesticide Applicator or~~,~~ CDL Certification and complete Winter Maintenance course and receive Supervisor recommendation) Grade 5~~4~~ and a salary increase of at least one step.

5.9.1.7. Parks 3 or Arborist 3 (8,000 HRS Experience, Comply with 5.4.1.7 or 5.4.1.8, and receive Supervisor recommendation) Grade 6~~5~~ and a salary increase of at least one step.

5.9.1.8. Parks 4 or Arborist 4 (12,000 HRS Experience, Comply with 5.4.1.9 or 5.4.1.10, and receive Supervisor recommendation) Grade 7~~6~~ and a salary increase of at least one step.

5.9.1.9. Lead 1 or Alternate Responsible Charge (Parks or Arborist 3, Supervisor or Director recommendation) Grade 8~~7~~ and a salary increase of at least one step.

5.9.1.10. ~~Lead 2 or Responsible Charge~~Supervisor (Parks or Arborist 4, ~~Supervisor~~Director recommendation) Grade 9~~8~~ and a salary increase of at least one step.

~~Certified Parks & Recreation Professional; Pass Test; 2 years non-concurrent experience; Must keep license current.~~

5.9.1.11. Heavy Equipment Operator 1; Pass City Written Test; Pass City Field Test #1; Log of 100 in-the-cab hours (backhoe, loader, mini-excavator, skid steer, grader, dozer); 2 years non-concurrent experience; Subject to Random Drug Tests. (3 steps)

~~5.2.1.9. Certified Playground Safety Inspector; Pass Test; 2 years non-concurrent experience; Must keep license current.~~

~~5.2.1.10. Sprinkler System Designer; 2 years non-concurrent experience.~~

5.10. Administrative Employees

5.10.1. Customer Service Specialist Within the City of Kuna, the Customer Service Specialist do not have comparable testing and certification as the other positions in the Parks Department. Employees may advance upward on the Grade Scale, as described below. Entry Level is designated as Customer Service Specialist 1 Grade 4/A, depending on experience. A novice Customer Service Specialist requires a high school diploma or GED, proficiency with computer programs and database systems, and ability to communicate.

5.10.1.1. Customer Service Specialist 1 (4,000 HRS and receive Supervisor recommendation) Grade 5 and a salary increase of at least one step.

5.10.1.2. Customer Service Specialist 2 (8,000 HRS Experience, Comply with 5.9.2.1. and 5.9.2.2., and receive Supervisor recommendation) Grade 6 and a salary increase of at least one step.

5.10.1.3. Certified Parks & Recreation Professional (12,000 HRS Experience comply with; Pass Test; 2 years non-concurrent experience; Must keep license current. Grade 7 and a salary increase of at least 1 step.

5.10.1.4. CPR Certification Instructor (Pass test, must keep license current). (3 steps)

~~5.2.1.11.~~

~~5.~~6. PROMOTIONS AND RESPONSIBLE CHARGE

~~5.10.~~6.10. The promotion to lead/foreman or superintendent shall have the grade as established in the approved EMPLOYEE PAY GRADE CHART and at least the salary of Step A within Grade. No advancement should occur, however, without a salary adjustment up of at least one step and no advancement should result in a lower salary from the present for the employee.

6.11. The State of Idaho requires the City to designate a Responsible Charge Operator for Water Distribution, Sewer Treatment and Sewer Collection. This policy proposes there also be a Responsible Charge Operator for Irrigation and Parks. Designation as Responsible Charge Operator should be accompanied by a salary adjustment of two steps. The State also requires appointment of a Back-up Responsible Charge Operator. Designation as Backup Responsible Charge Operator should be accompanied by a salary adjustment of one step.

~~5.3.~~

~~6.~~7. APPLICATION OF STEPS

~~6.10.~~7.10. In initiating this policy, the application of multiple steps, over multiple grades, should be done in a consistent sequence as follows:

~~6.10.1.~~7.10.1. Start with the base salary at the date of initiation at novice Grade, Step A.

~~6.10.2.~~7.10.2. Apply the number of steps earned within that grade.

~~6.10.3.~~7.10.3. Repeat the process on the subsequent earned grades until all steps the employee has earned are used up.

~~6.10.4.~~7.10.4. If an employee is promoted to a grade, the employee is assigned to a step within grade that provides at least a full step salary increase from salary before promotion. Steps earned subsequent to the grade promotion will be applied to initial assigned step within the new grade.

~~6.10.5.~~7.10.5. Salary adjustments for Steps and Grades are applied at the time they are earned.

Attachments

~~———~~Step & Grade Salary Chart

1. ~~Employee Pay Grade Chart~~

2. Performance Evaluation

Attachment 1. Step & Grade Salary Chart

Attachment 2. Performance Evaluation

STEP AND GRADE
SALARY SCHEDULE

STEPS GRADES	A	B	C	D	E	F	G	H	I	J	K	L
13	$41.57	$42.81	$44.10	$45.42	$46.78	$48.19	$49.63	$51.12	$52.66	$54.24	$55.86	$57.54
12	$36.15	$37.23	$38.35	$39.50	$40.68	$41.90	$43.16	$44.45	$45.79	$47.16	$48.58	$50.03
11	$31.43	$32.37	$33.34	$34.35	$35.38	$36.44	$37.53	$38.66	$39.82	$41.01	$42.24	$43.51
10	$27.33	$28.15	$29.00	$29.87	$30.76	$31.68	$32.63	$33.61	$34.62	$35.66	$36.73	$37.83
9	$23.77	$24.48	$25.21	$25.97	$26.75	$27.55	$28.38	$29.23	$30.11	$31.01	$31.94	$32.90
8	$20.67	$21.29	$21.92	$22.58	$23.26	$23.96	$24.68	$25.42	$26.18	$26.96	$27.77	$28.61
7	$18.79	$19.35	$19.93	$20.53	$21.15	$21.78	$22.43	$23.11	$23.80	$24.51	$25.25	$26.01
6	$17.08	$17.59	$18.12	$18.66	$19.22	$19.80	$20.39	$21.01	$21.64	$22.28	$22.95	$23.64
5	$15.53	$15.99	$16.47	$16.97	$17.48	$18.00	$18.54	$19.10	$19.67	$20.26	$20.87	$21.49
4	$14.12	$14.54	$14.97	$15.42	$15.89	$16.36	$16.85	$17.36	$17.88	$18.42	$18.97	$19.54
3	$12.83	$13.22	$13.61	$14.02	$14.44	$14.88	$15.32	$15.78	$16.26	$16.74	$17.25	$17.76
2	$11.67	$12.02	$12.38	$12.75	$13.13	$13.52	$13.93	$14.35	$14.78	$15.22	$15.68	$16.15
1	$10.61	$10.92	$11.25	$11.59	$11.94	$12.29	$12.66	$13.04	$13.43	$13.84	$14.25	$14.68

Key Corner	$10.50
Multiplier	1.010

Based on the approved FY2014 Budget

Employee Pay Grade Chart

PAY GRADE	WATER	SEWER	PARKS	MAPPING	BUILDING
13					
12					
11	Superintendent	Superintendent		Mapping Supervisor	
10			Park Supervisor Fleet Supervisor		
9	Lead 2 R Charge	Lead 2 R Charge		Lead 1	Building Official
8	Lead 1 Backup R Charge	Lead 1 Backup R Charge	Lead 2 R Charge	MAP 2 CAD 2	Building Inspector
7	Water 4	Sewer 4	Lead 1, Fleet 4 Backup R Charge	MAP 1 CAD 1	
6	Water 3	Sewer 3	Parks 4, Fleet 3 Arbor 4		
5	Water 2	Sewer 2	Parks 3, Fleet 2 Arbor 3		
4	Water 1	Sewer 1	Parks 2, Fleet 1 Arbor 2		
3			Parks 1 Arbor 1		
2					
1	Maint. Temp.	Maint. Temp.	Maint. Temp.	Maint. Temp.	

STEPS	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH
GRADES ↓																																		
13	$47.88	$48.36	$48.84	$49.33	$49.82	$50.32	$50.83	$51.33	$51.85	$52.37	$52.89	$53.42	$53.95	$54.49	$55.04	$55.59	$56.14	$56.70	$57.27	$57.84	$58.42	$59.01	$59.60	$60.19	$60.79	$61.40	$62.02	$62.64	$63.26	$63.90	$64.54	$65.18	$65.83	$66.49
12	$41.64	$42.06	$42.48	$42.90	$43.33	$43.76	$44.20	$44.64	$45.09	$45.54	$46.00	$46.46	$46.92	$47.39	$47.86	$48.34	$48.83	$49.31	$49.81	$50.31	$50.81	$51.32	$51.83	$52.35	$52.87	$53.40	$53.93	$54.47	$55.02	$55.57	$56.12	$56.69	$57.25	$57.83
11	$36.21	$36.57	$36.94	$37.31	$37.68	$38.06	$38.44	$38.82	$39.21	$39.60	$40.00	$40.40	$40.80	$41.21	$41.62	$42.04	$42.46	$42.88	$43.31	$43.75	$44.18	$44.62	$45.07	$45.52	$45.98	$46.44	$46.90	$47.37	$47.84	$48.32	$48.81	$49.29	$49.79	$50.28
10	$31.48	$31.79	$32.11	$32.43	$32.76	$33.09	$33.42	$33.75	$34.09	$34.43	$34.77	$35.12	$35.47	$35.83	$36.19	$36.55	$36.91	$37.28	$37.65	$38.03	$38.41	$38.80	$39.18	$39.58	$39.97	$40.37	$40.77	$41.18	$41.59	$42.01	$42.43	$42.85	$43.28	$43.72
9	$27.37	$27.64	$27.92	$28.20	$28.48	$28.77	$29.05	$29.34	$29.64	$29.93	$30.23	$30.54	$30.84	$31.15	$31.46	$31.78	$32.09	$32.41	$32.74	$33.07	$33.40	$33.73	$34.07	$34.41	$34.75	$35.10	$35.45	$35.81	$36.16	$36.53	$36.89	$37.26	$37.63	$38.01
8	$23.81	$24.05	$24.29	$24.53	$24.78	$25.02	$25.27	$25.53	$25.78	$26.04	$26.30	$26.56	$26.83	$27.10	$27.37	$27.64	$27.92	$28.20	$28.48	$28.77	$29.05	$29.34	$29.64	$29.93	$30.23	$30.53	$30.84	$31.15	$31.46	$31.77	$32.09	$32.41	$32.74	$33.06
7	$21.64	$21.86	$22.07	$22.30	$22.52	$22.74	$22.97	$23.20	$23.43	$23.67	$23.90	$24.14	$24.38	$24.63	$24.87	$25.12	$25.37	$25.63	$25.88	$26.14	$26.40	$26.67	$26.94	$27.21	$27.48	$27.75	$28.03	$28.31	$28.59	$28.88	$29.17	$29.46	$29.75	$30.05
6	$19.68	$19.88	$20.08	$20.28	$20.48	$20.68	$20.89	$21.10	$21.31	$21.52	$21.74	$21.96	$22.18	$22.40	$22.62	$22.85	$23.08	$23.31	$23.54	$23.78	$24.01	$24.25	$24.50	$24.74	$24.99	$25.24	$25.49	$25.75	$26.00	$26.26	$26.53	$26.79	$27.06	$27.33
5	$17.89	$18.07	$18.25	$18.43	$18.62	$18.80	$18.99	$19.18	$19.37	$19.57	$19.76	$19.96	$20.16	$20.36	$20.56	$20.77	$20.98	$21.19	$21.40	$21.61	$21.83	$22.05	$22.27	$22.49	$22.72	$22.94	$23.17	$23.40	$23.64	$23.87	$24.11	$24.35	$24.60	$24.84
4	$16.26	$16.42	$16.59	$16.75	$16.92	$17.09	$17.26	$17.43	$17.61	$17.78	$17.96	$18.14	$18.32	$18.51	$18.69	$18.88	$19.07	$19.26	$19.45	$19.64	$19.84	$20.04	$20.24	$20.44	$20.65	$20.85	$21.06	$21.27	$21.48	$21.70	$21.92	$22.14	$22.36	$22.58
3	$14.78	$14.93	$15.08	$15.23	$15.38	$15.53	$15.69	$15.85	$16.00	$16.16	$16.33	$16.49	$16.65	$16.82	$16.99	$17.16	$17.33	$17.50	$17.68	$17.86	$18.03	$18.21	$18.40	$18.58	$18.77	$18.95	$19.14	$19.34	$19.53	$19.72	$19.92	$20.12	$20.32	$20.52
2	$13.44	$13.57	$13.71	$13.85	$13.99	$14.13	$14.27	$14.41	$14.55	$14.70	$14.85	$14.99	$15.14	$15.30	$15.45	$15.60	$15.76	$15.92	$16.08	$16.24	$16.40	$16.56	$16.73	$16.90	$17.07	$17.24	$17.41	$17.58	$17.76	$17.94	$18.12	$18.30	$18.48	$18.66
1	$12.21	$12.33	$12.46	$12.58	$12.71	$12.83	$12.96	$13.09	$13.22	$13.35	$13.49	$13.62	$13.76	$13.90	$14.04	$14.18	$14.32	$14.46	$14.60	$14.75	$14.90	$15.05	$15.20	$15.35	$15.50	$15.66	$15.82	$15.97	$16.13	$16.29	$16.46	$16.62	$16.79	$16.96

COST OF LIVING ADJUSTMENT(COLA) FACTOR

1.26%

City of Kuna Performance Evaluation

EMPLOYEE INFO			
EMPLOYEE NAME		DEPARTMENT	
EMPLOYEE ID		REVIEWER NAME	
POSITION HELD		HR REP	
HIRE DATE		DATE OF REVIEW	

BEHAVIORS				
QUALITY	UNSATISFACTORY	SATISFACTORY	GOOD	EXCELLENT
Works to Full Potential				
Quality of Work				
Work Consistency				
Communication				
Independent Work				
Takes Initiative				
Group Work				
Productivity				
Creativity				
Honesty				
Integrity				
Coworker Relations				
Client Relations				

Technical Skills				
Dependability				
Punctuality				
Attendance				
STRENGTHS / TRAINING NEEDS				
DETAIL EMPLOYEE'S GREATEST STRENGTHS				
DETAIL ASPECTS REQUIRING IMPROVEMENT				

GOALS		
ACHIEVED GOALS SET IN PREVIOUS REVIEW?		
GOALS FOR NEXT REVIEW PERIOD		
COMMENTS AND APPROVAL		
EMPLOYEE COMMENTS	**REVIEWER COMMENTS**	
EMPLOYEE SIGNATURE	**REVIEWER SIGNATURE**	**HR REP SIGNATURE**

RESOLUTION NO. R59-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS, Winfield Springs Subdivision No. 6 exists as part of an approved preliminary plat; and

WHEREAS, construction plans for Winfield Springs Subdivision No. 6 were approved by the Kuna City Engineer on January 22, 2020; and

WHEREAS, construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS, the landscaping has not been completed for Winfield Springs Subdivision No. 6 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS, the landscaping completion has been estimated at thirty-eight thousand three hundred twenty dollars and twenty-seven cents ($38,320.27) adding 25% for a total of forty-seven thousand nine hundred dollars and thirty-four cents ($47,900.34); and

WHEREAS, developer desires to record the final plat for Winfield Springs Subdivision No. 6 prior to completion of construction; and

WHEREAS, Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for **Winfield Springs Subdivision No. 6** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least forty-seven thousand nine hundred dollars and thirty-four cents ($47,900.34);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Toll ID I, LLC, (hereinafter "Developer"); whose address is 3103 W. Sheryl Dr., Suite 100, Meridian, ID 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase six of the development known as Winfield Springs, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

    a. Approved Landscape Plan for Winfield Springs No. 6 and the associated Bid for landscape by Green City Landscape Inc.

    The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check, Letter of Credit or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of forty-seven thousand nine hundred dollars and thirty-four cents ($47,900.34), for deposit with City in its accounts (the "Cash Deposit"), which includes:

    a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

    b. To that total, the following additional sums may be added upon the following considerations:

        i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.

4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.

5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.

7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.

9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.

13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.

21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.

22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of October, 2020.

TOLL ID I, LLC

By Susan Stanley
Division President

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada))

On this 6 day of October, 2020, before me Susan Stanley, personally appeared SUSAN STANLEY known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Division President and on behalf of the TOLL ID I, LLC.

SEAL

Notary Public for Ada County
My commission expires on 12.12.24

Green City Landscape Inc.
P.O. Box 15111
Boise, ID 83715-5111
gcl77@live.com

Estimate

GREEN CITY LANDSCAPE

ADDRESS
Coleman Homes (Toll Brothers Inc.) 3103 W. Sherryl Dr., Suite 100 Meridian, ID 83642

ESTIMATE #	DATE	
1393	01/03/2020	

JOB NAME
Winfield #6

ACTIVITY	QTY	AMOUNT
6’ Skyrocket Juniper Installed *	39	4,680.00
2" Autumn Purple Ash Tree Installed *	7	1,841.00
2"Skyline Locust Tree Installed *	2	526.00
2" Redspire Pear Tree Installed *	1	263.00
2" Tulip Tree Installed *	3	789.00
Tree Stakes Installed *	13	94.25
Arizona Sun Blanket Flower 1-Gal. Installed *	38	646.00
Crimson Pygmy Barberry 3-Gal. Installed *	6	192.00
Purple Cone Flower 1-Gal. Installed *	29	493.00
Red Flower Carpet Rose 3-Gal. Plants Installed *	13	468.00
Stella D’Oro Daylily 1-Gal. Installed *	22	374.00
4’ - 5’ Fine Line Buckthorn Installed *	33	1,980.00
Grow-Low Sumac 5-Gal. Installed *	4	128.00
Gold Splash Euonymus 3-Gal. Installed *	5	190.00
Ivory Halo Dogwood 5-Gal. Installed *	10	340.00
Karl Foerster 1-Gal. Installed *	63	1,071.00
Little Devil Ninebark 5-Gal. Installed *	26	832.00
Slowmound Mugo Pine 5-Gal. Installed *	4	180.00
Summerwine Ninebark 5-Gal. Plants Installed *	2	64.00
Sprinkler System	1	11,671.87
Sod installed *	8,000	3,040.00
Crushed Rock (3" Depth) -Install Rock only plus weed Fabric	4,750	2,612.50
Grade	12,750	510.00

ACTIVITY	QTY	AMOUNT
Per-emergent (for Planter beds) 4750 Sq. Ft. IF NEEDED	4,750	142.50
1 Year Landscape Maintenance Package	1	4,028.15
2" Sleeves Building Lots 5.5’	50	900.00
3" Sleeves Installed Landscape for under Sidewalks 5.5’	12	264.00
1 Year Warranty (Parts & Labor) INCLUDED		0.00
Options: 1) Soil Tests ($75.00 per Test) 2) Rough Grade by other. It needs to be + or - 1-1/2"		

GOOD FOR 30 DAYS

TOTAL **$38,320.27**

Accepted By

Accepted Date

Coleman Homes
A Toll Brothers Company

INVITATION TO BID

Coleman Homes invites you to bid on the project known as

WINFIELD SPRINGS NO. 6 LANDSCAPING

The bids shall be based on the BID SET landscape plans generated by Jensen-Belts Associates.

Any additional reports, documents etc. supplied to you for preparation of your bid are as follows:

1. Winfield Springs Subdivision No. 6 Final Plat Landscape Plan Dated 10/09/19
2. Winfield Springs Subdivision No. 6 Civil Improvement – 1st Submittal Dated 10/09/19
3. Kuna Hill Geotechnical Report Dated 12/23/15
4. Geotechnical Report Addendum #1 Dated 02/16/16
5. Geotechnical Report Addendum #1REVISED Dated 11/30/17
6. Geotechnical Report Addendum #2 Dated 08/07/17
7. Geotechnical Report Addendum #3 Dated 10/18/17
8. Geotechnical Report Addendum #4 Dated 10/31/17
9. Environmental Assessment, Phase 1 Dated 8/2/17
10. Environmental Assessment, Phase 1 Update Dated 04/06/17

Bidder is expected to be familiar with the specifications of the governing agencies having jurisdiction within the boundaries of the project, and shall include all cost associated with meeting the specifications of the governing authority for the scope of work you are bidding on.

Bidders should include any anticipated exclusions and inclusions along with the completed bid forms. These will be considered in determining the successful bidder.

Bidders are to perform their own quantity takeoffs and not rely on the engineer's estimate.

To be considered for award, all bids must include the following:

11. COMPANY BID PROPOSAL
    a. INCLUDING EXCLUSIONS AND INCLUSIONS
12. SCHEDULE OF VALUES
    a. ALL LINE ITEMS MUST INCLUDE A UNIT RATE AND QUANTITY OR A COMMENT "INCLUDED" OR "N/A:

Company Bid Proposal total MUST match the project Schedule of Values

Each line item on the Schedule of Values is to be filled in with the appropriate quantity, unit price, extended and then totaled.

As the Bidder, should you desire not to bid an item, then enter N/A in the appropriate space. If additional items are warranted in the completion of the project and not itemized in the bid document, identify those items in the section marked "Other Items".

Unit prices are used ONLY in the evaluation of the bids and help with consideration of the total bid amount. The sum of the line item tasks will become the lump sum value of the contract if you are the successful bidder.

Bids shall be submitted to Coleman Homes attention Lyle Dennison-Swisse at ldennison-swisse@tollbrother.com on or before end of day, **Friday, November 15th, 2019.**

Bidders are requested to identify the estimated number of working days needed to complete the work scope of each of the identified tasks. **Provide the number of working days in the Schedule of Values.**

Landscaping 30 **Total Working Days**

Bidders normal working days will be MONDAY through FRIDAY

Normal hours of operation will be 8 AM to 5 PM

Work is anticipated to begin July 13th, 2020 with completion August 28th, 2020.

Actual contract schedule will be negotiated with the successful bidder and identified in the Contract Documents.

Bid prices shall remain in effect for a period of 30 days.

NOTE

By submitting a bid for this project, Bidder agrees to the contract language and requirements as defined in the contract documents. **No deviation to the Contract Documents will be allowed.**

Bidders must be able to provide the MINIMUM insurance requirements as identified in the contract documents and must list Toll Bros., Inc., its parents, subsidiaries and affiliated entities, their successors and assigns as additional insured. ANY BIDDER NOT MEETING THE INSURANCE REQUIREMENTS SHOULD NOT PROVIDE A BID.

Toll Brothers, Inc. reserves the right to accept or reject any or all bids or any items therein, to waive irregularities or informalities, and to contract in the best interests of Toll Brothers, Inc.

RESOLUTION NO. R60-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS, Winfield Springs Subdivision No. 6 exists as part of an approved preliminary plat; and

WHEREAS, construction plans for Winfield Springs Subdivision No. 6 were approved by the Kuna City Engineer on January 22, 2020; and

WHEREAS, construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS, the fencing has not been completed for Winfield Springs Subdivision No. 6 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS, the fencing completion has been estimated at forty-nine thousand eight hundred forty-four dollars and five cents ($49,844.05) adding 25% for a total of sixty-two thousand three hundred five dollars and six cents ($62,305.06); and

WHEREAS, developer desires to record the final plat for Winfield Springs Subdivision No. 6 prior to completion of construction; and

WHEREAS, Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for **Winfield Springs Subdivision No. 6** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least sixty-two thousand three hundred five dollars and six cents ($62,305.06);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Toll ID I, LLC, (hereinafter "Developer"); whose address is 3103 W. Sheryl Dr., Suite 100, Meridian, ID 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase six of the development known as Winfield Springs, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

    a. Approved Fencing Plan for Winfield Springs No. 6 and the associated Bid for fence by Butte Fence, Inc.

    The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check, Letter of Credit or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of sixty-two thousand three hundred five dollars and six cents ($62,305.06), for deposit with City in its accounts (the "Cash Deposit"), which includes:

    a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

    b. To that total, the following additional sums may be added upon the following considerations:

        i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.

4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.

5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.

7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.

9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.

13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.

21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.

22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of October, 2020.

TOLL ID I, LLC

By Susan Stanley
Division President

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada))

On this 6 day of October, 2020, before me Susan Stanley, personally appeared SUSAN STANLEY known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Division President and on behalf of the TOLL ID I, LLC.

S
E
A
L

Notary Public for Ada County
My commission expires on 12.12.24

Butte Fence, Inc.

2049 E. Wilson Lane
Meridian, Idaho 83642
(p) 208-884-0203
(f) 208-884-8929

Sales Order

Order Number: 0087425
Order Date: 1/31/2020

Salesperson: 0001 Jared Bell
Customer Number: 10-COLEMAN

Sold To:
Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Ship To:
Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Phone: (208) 424-0020

Customer P.O.	Ship VIA	Expire Date	Terms
Winfield #6		1/31/2020	COLEMAN

Item Code	Description	Unit	Ordered	Shipped	Price	Amount
PFVF6TGS	6' SAND T&G VINYL FENCE PER FOOT	EACH	2,299.00	0.00	20.95	48,164.05
LBAG	PREMIX CONCRETE BAG 80LB	EA	388.00	0.00	COMPONENT	
VFC5S-SQ	5 SAND FLAT POST CAP	EA	388.00	0.00	COMPONENT	
VFK6S6-TG	6' SAND T/G PRIV 6'OC 7/8 X 6	EACH	388.00	0.00	COMPONENT	
VFK6S8-TG	6' SAND T/G 8'OC 7/8 X 6 T/G	EACH	8.00	0.00	COMPONENT	
VFP5.8S	5 X 5 X 8 SAND POST	EACH	388.00	0.00	COMPONENT	
PFVF4TGS	4' SAND T&G VINYL FENCE PER FOOT	EACH	96.00	0.00	17.50	1,680.00
LBAG	PREMIX CONCRETE BAG 80LB	EA	24.00	0.00	COMPONENT	
VFC5S-SQ	5 SAND FLAT POST CAP	EA	24.00	0.00	COMPONENT	
VFK4S6-TG	4' SAND T/G 6'OC 7/8 X 6 T/G	EACH	16.00	0.00	COMPONENT	
VFK4S8-TG	4' SAND T/G 8'OC 7/8 X 6 T/G	EACH	2.00	0.00	COMPONENT	
VFP5.6S	5 X 5 X 6 SAND POST	EA	24.00	0.00	COMPONENT	

This bid is based upon approximate footage. the final cost may vary according to the actual product used and labor required to complete job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. This estimate is valid for 30 days. A 2% convenience fee will be added to all credit and debit card sales.

Customer Signature _____ **Date** _____

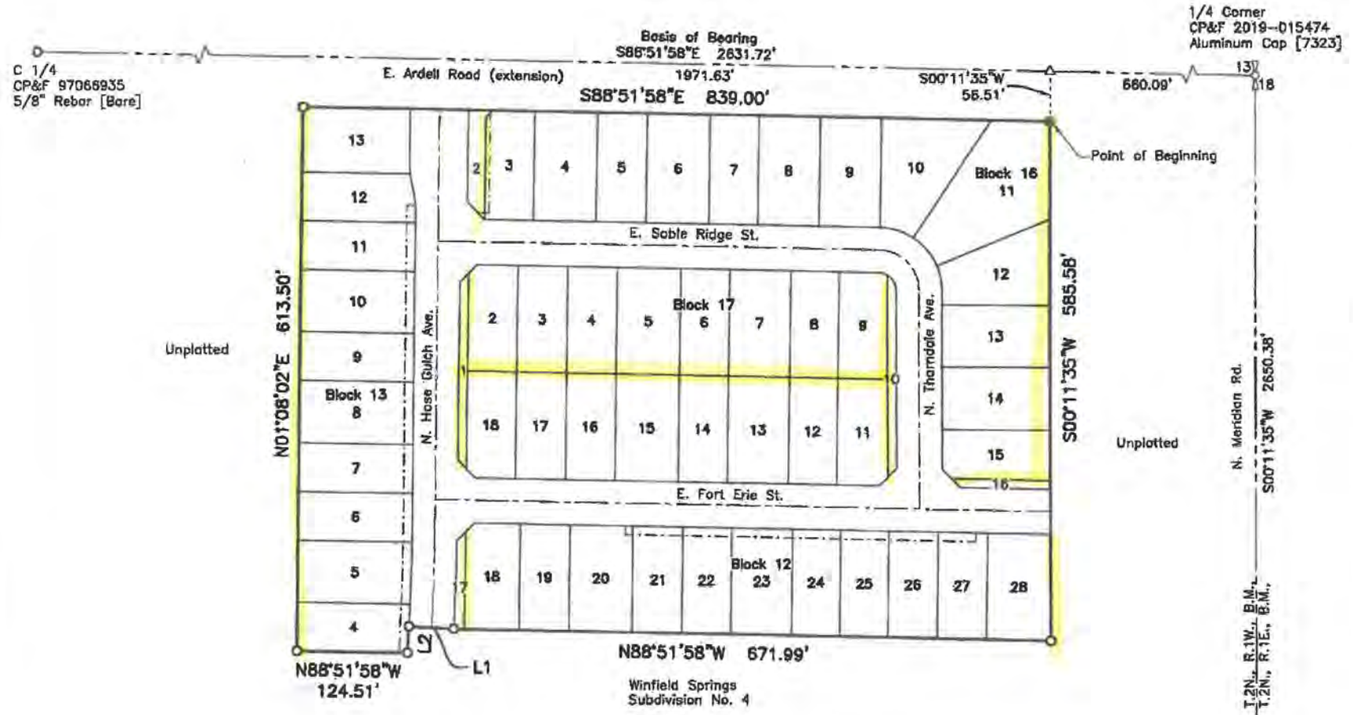
Net Order:	49,844.05
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	49,844.05

PLAT SHOWING

Winfield Springs Subdivision No. 6

Situated in the Southeast Quarter of
Section 13, Township 2 North, Range 1 West, Boise Meridian,
Kuna, Ada County, Idaho.
2020

PLAT BOOK_____ PAGE_____



Line Table – This Sheet Only		
Line #	Direction	Length
L1	N88°39'36"W	51.00'
L2	S03°20'24"W	29.99'

- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Section Line
- Center Line
- Adjacent Property Line
- Match Line
- Tie Line
- Set Back Line
- Utility Easement Line
- Utility & Kuna Irrigation Easement Line
- ACHD Sidewalk Easement Line
- Offsite ACHD Drainage Easement Line
- ACHD Drainage Easement Line
- ACHD Drainage Easement Area
- Section Corner
- Quarter-Section Corner
- Found Brass Cap
- Found Aluminum Cap
- Found 1/2" Rebar
- Found 5/8" Rebar
- Found 1-3/16" Bernt'sen BP Cap
- Found Right-of-Way Marker
- Found Misc 1
- Found Misc 2
- Found Misc 3
- Found 1/2" Rebar, Reset w/5/8" Rebar & Plastic Cap Marked "J-U-B 16642"
- Found 5/8" Rebar, Added Plastic Cap Marked "J-U-B 16642"
- Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 1-3/16" Bernt'sen BP Cap with Magnet Marked "J-U-B 16642"
- Set 1/2"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
- Found 1/2" Rebar, Destroyed by Construction, Reset 1/2"x24" Rebar with Plastic Cap Marked "J-U-B 16642"
- Point Not Set or Found
- C# – Curve Number (Typical)
- L# – Course Number (Typical)
- # – Lot Number (Typical)
- [####] – PLS Number Found on Monument

0 100 200
Scale in Feet

PROFESSIONAL LAND SURVEYOR
REGISTERED
16642
STATE OF IDAHO
ROBERT L. HAZARTIGUE
10/9/2019

THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED.
NOT FOR RECORDATION

J-U-B ENGINEERS, INC.
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
p 208 376 7330 w www.jub.com

JUB Project No. -----

See Sheet 5 for Notes and Easement Notes.

RESOLUTION NO. R61-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS, Winfield Springs Subdivision No. 7 exists as part of an approved preliminary plat; and

WHEREAS, construction plans for Winfield Springs Subdivision No. 7 were approved by the Kuna City Engineer on June 16, 2020; and

WHEREAS, construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS, the fencing has not been completed for Winfield Springs Subdivision No. 7 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS, the fencing completion has been estimated at twenty-seven thousand six hundred thirty-six dollars and five cents ($27,636.05) adding 25% for a total of thirty-four thousand five hundred forty-five dollars and six cents ($34,545.06); and

WHEREAS, developer desires to record the final plat for Winfield Springs Subdivision No. 7 prior to completion of construction; and

WHEREAS, Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for **Winfield Springs Subdivision No. 7** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least thirty-four thousand five hundred forty-five dollars and six cents ($34,545.06);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Toll ID I, LLC, (hereinafter "Developer"); whose address is 3103 W. Sheryl Dr., Suite 100, Meridian, ID 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase seven of the development known as Winfield Springs, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

    a. Approved Fencing Plan for Winfield Springs No. 7 and the associated Bid for fence by Butte Fence, Inc.

    The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check, Letter of Credit or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of thirty-four thousand five hundred forty-five dollars and six cents ($34,545.06), for deposit with City in its accounts (the "Cash Deposit"), which includes:

    a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

    b. To that total, the following additional sums may be added upon the following considerations:

        i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.

4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.

5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.

7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.

9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.

13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.

21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.

22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of October, 2020.

TOLL ID I, LLC

By Susan Stanley
Division President

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada))

On this 6 day of October, 2020, before me Susan Stanley, personally appeared SUSAN STANLEY known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Division President and on behalf of the TOLL ID I, LLC.

S
E
A
L

Notary Public for Ada County
My commission expires on 12.13.24

Butte Fence, Inc.
2049 E. Wilson Lane
Meridian, Idaho 83642
(p) 208-884-0203
(f) 208-884-8929

Sales Order

Order Number: 0087428
Order Date: 1/31/2020

Salesperson: 0001 Jared Bell
Customer Number: 10-COLEMAN

Sold To:
Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Ship To:
Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Phone: (208) 424-0020

Customer P.O.	Ship VIA	Expire Date	Terms
Winfield #7		1/31/2020	COLEMAN

Item Code	Description	Unit	Ordered	Shipped	Price	Amount
PFVF6TGS	6' SAND T&G VINYL FENCE PER FOOT	EACH	1,259.00	0.00	20.95	26,376.05
LBAG	PREMIX CONCRETE BAG 80LB	EA	211.00	0.00	COMPONENT	
VFC5S-SQ	5 SAND FLAT POST CAP	EA	211.00	0.00	COMPONENT	
VFK6S6-TG	6' SAND T/G PRIV 6'OC 7/8 X 6	EACH	214.00	0.00	COMPONENT	
VFK6S8-TG	6' SAND T/G 8'OC 7/8 X 6 T/G	EACH	1.00	0.00	COMPONENT	
VFP5.8S	5 X 5 X 8 SAND POST	EACH	211.00	0.00	COMPONENT	
PFVF4TGS	4' SAND T&G VINYL FENCE PER FOOT	EACH	72.00	0.00	17.50	1,260.00
LBAG	PREMIX CONCRETE BAG 80LB	EA	18.00	0.00	COMPONENT	
VFC5S-SQ	5 SAND FLAT POST CAP	EA	18.00	0.00	COMPONENT	
VFK4S6-TG	4' SAND T/G 6'OC 7/8 X 6 T/G	EACH	12.00	0.00	COMPONENT	
VFK4S8-TG	4' SAND T/G 8'OC 7/8 X 6 T/G	EACH	1.00	0.00	COMPONENT	
VFP5.6S	5 X 5 X 6 SAND POST	EA	18.00	0.00	COMPONENT	

This bid is based upon approximate footage. the final cost may vary according to the actual product used and labor required to complete job. Permits, sprinkler lines and other unmarked lines are the customers responsibility to have marked before we dig. Hard soil & digging conditions may increase the price of labor. This estimate is valid for 30 days. A 2% convenience fee will be added to all credit and debit card sales.

Customer Signature _____ **Date** _____

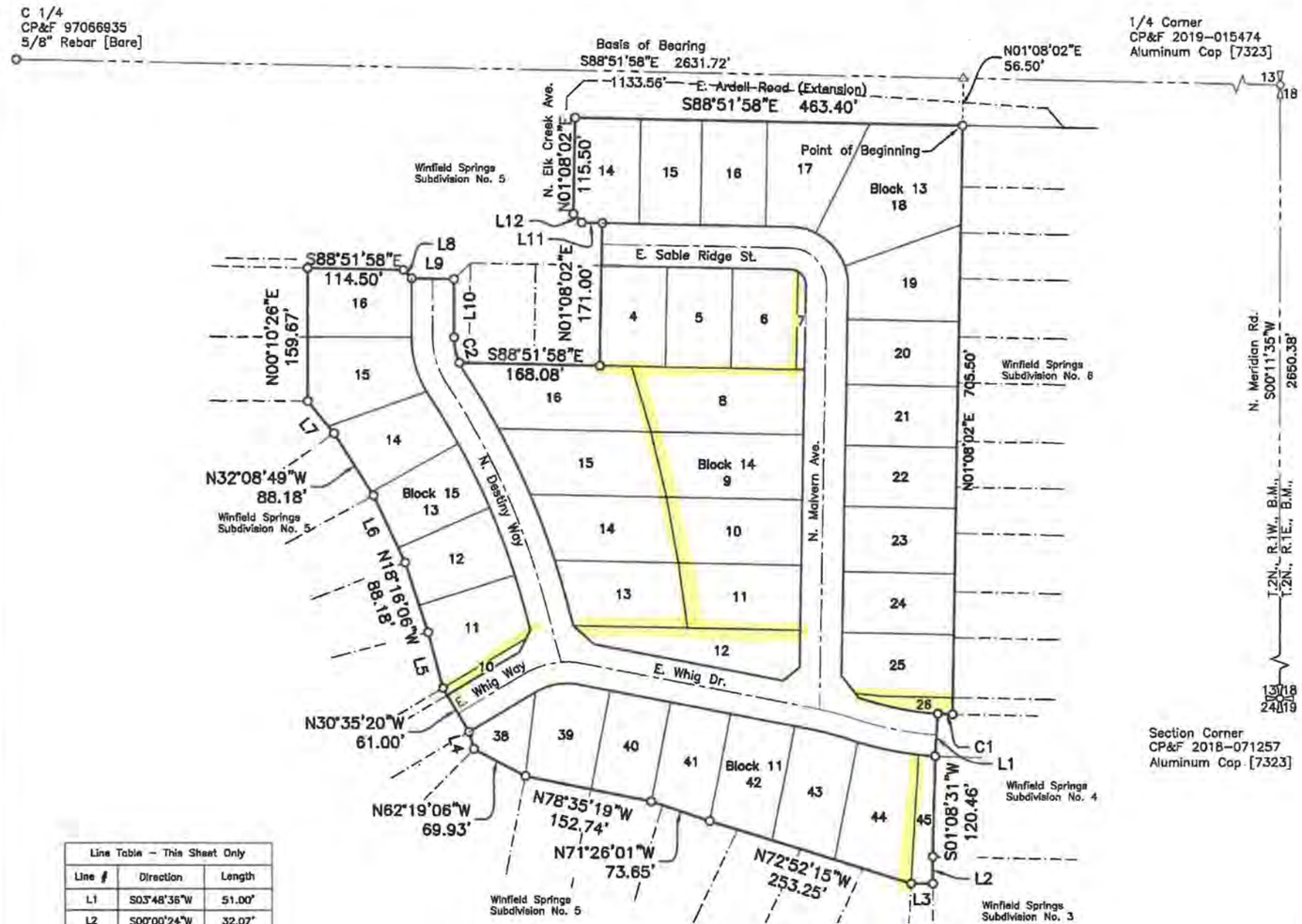
Net Order:	27,636.05
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	27,636.05

PLAT SHOWING

Winfield Springs Subdivision No. 7

Situated in the Southeast quarter of
Section 13, Township 2 North, Range 1 West, Boise Meridian,
City of Kuna, Ada County, Idaho.
2020

PLAT BOOK_____ PAGE_____



Legend

- Subdivision Boundary Line
- Lot Line
- Right-of-way Line
- Section Line
- Center Line
- Adjacent Property Line
- Match Line
- Tie Line
- Utility Easement Line
- ACHD Sidewalk Easement Line
- ACHD Temporary Off-Site Drainage Easement Line
- ACHD Drainage Easement Line
- Kuna Irrigation & Utility Easement Line
- Section Corner, as noted
- Quarter-Section Corner, as noted
- Found 5/8" Rebar
- Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
- Set 1-3/18" Bernt'sen BP Cap with Magnet Marked "J-U-B 16642"
- Set 1/2"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
- Point Not Set or Found
- C# – Curve Number (Typical)
- L# – Course Number (Typical)
- # – Lot Number (Typical)
- [####] – PLS Number Found on Monument

Section Corner
CP&F 2018-071257
Aluminum Cap [7323]

N

0 100 200
Scale in Feet

Line Table – This Sheet Only		
Line #	Direction	Length
L1	S03°48'36"W	51.00'
L2	S00°00'24"W	32.07'
L3	N89°58'52"W	26.30'
L4	N16°13'03"W	21.42'
L5	N14°47'56"W	69.08'
L6	N25°12'28"W	88.18'
L7	N39°00'29"W	49.58'
L8	S44°20'46"E	14.26'
L9	S88°51'58"E	51.01'
L10	S00°10'28"W	69.70'
L11	N88°51'58"W	24.40'
L12	N43°51'58"W	14.14'

Curve Table – This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	17.45'	373.67'	2°40'34"	N87°31'41"W	17.45'
C2	31.35'	74.50'	24°06'26"	S11°52'47"E	31.12'

PROFESSIONAL LAND SURVEYOR
REGISTERED
16642
STATE OF IDAHO
ROBERT L. KAZARINOFF

11/6/2019

THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED.
NOT FOR RECORDATION

J-U-B ENGINEERS, INC.
250 South Beechwood Avenue, Suite 201, Boise, ID 83709-0944
p 208 376 7330 w www.jub.com
JUB Project No. 10-19-088

SHEET 1 OF 7

RESOLUTION NO. R62-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS, Winfield Springs Subdivision No. 7 exists as part of an approved preliminary plat; and

WHEREAS, construction plans for Winfield Springs Subdivision No. 7 were approved by the Kuna City Engineer on June 16, 2020; and

WHEREAS, construction was commenced but not completed for certain items, per the approved plans; and

WHEREAS, the landscaping has not been completed for Winfield Springs Subdivision No. 7 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS, the landscaping completion has been estimated at fifty thousand five hundred ninety-five dollars and twenty-one cents ($50,595.21) adding 25% for a total of sixty-three thousand two hundred forty-four dollars and one cent ($63,244.01); and

WHEREAS, developer desires to record the final plat for Winfield Springs Subdivision No. 7 prior to completion of construction; and

WHEREAS, Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for **Winfield Springs Subdivision No. 7** under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least sixty-three thousand two hundred forty-four dollars and one cent ($63,244.01);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Toll ID I, LLC, (hereinafter "Developer"); whose address is 3103 W. Sheryl Dr., Suite 100, Meridian, ID 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase seven of the development known as Winfield Springs, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:

    a. Approved Landscape Plan for Winfield Springs No. 7 and the associated Bid for landscape by Green City Landscape Inc.

    The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check, Letter of Credit or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of sixty-three thousand two hundred forty-four dollars and one cent ($63,244.01), for deposit with City in its accounts (the "Cash Deposit"), which includes:

    a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

    b. To that total, the following additional sums may be added upon the following considerations:

        i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.

4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.

5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.

6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.

7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.

9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.

10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.

11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.

13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.

14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.

19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.

20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.

21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.

22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ___ day of October, 2020.

TOLL ID I, LLC

By Susan Stanley
Division President

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada))

On this 6 day of October, 2020, before me Susan Stanley, personally appeared SUSAN STANLEY known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Division President and on behalf of the TOLL ID I, LLC.

S
E
A
L

Notary Public for Ada County
My commission expires on 12.12.24

Green City Landscape Inc.
P.O. Box 15111
Boise, ID 83715-5111
gcl77@live.com

Estimate

GREEN CITY LANDSCAPE

ADDRESS
Coleman Homes (Toll Brothers Inc.) 3103 W. Sherryl Dr., Suite 100 Meridian, ID 83642

ESTIMATE #	DATE	
1394	01/03/2020	

JOB NAME
Winfield #7

ACTIVITY	QTY	AMOUNT
6’ Blue Spruce Tree Installed *	3	870.00
6’ Skyrocket Juniper Installed *	22	2,640.00
Vanderwolf Pine 6’-8’ Tree Installed *	3	870.00
2" London Plane Tree Installed *	3	789.00
2" Red Oak Tree Installed *	1	263.00
2" Autumn Purple Ash Tree Installed *	3	789.00
2" Tulip Tree Installed *	6	1,578.00
2" Amur Maple Tree Installed *	2	660.00
2" Royal Raindrop Crabapple Tree Installed *	1	263.00
2" Spring Snow Crab. Tree Installed *	2	540.00
Tree Stakes Installed *	24	174.00
Arizona Sun Blanket Flower 1-Gal. Installed *	25	425.00
Black Lace Elderberry 5-Gal. Installed *	2	90.00
Crimson Pygmy Barberry 3-Gal. Installed *	5	160.00
Purple Cone Flower 1-Gal. Installed *	32	544.00
Red Flower Carpet Rose 3-Gal. Plants Installed *	11	396.00
4’ - 5’ Fine Line Buckthorn Installed *	31	1,860.00
Super Red Flowering Quince 5-Gal. Installed *	4	168.00
Meadowlark Forsythia 5-Gal. Installed *	4	144.00
Grow-Low Sumac 5-Gal. Installed *	14	448.00
Ivory Halo Dogwood 5-Gal. Installed *	14	476.00
Karl Foerster 1-Gal. Installed *	29	493.00
Little Devil Ninebark 5-Gal. Installed *	22	704.00

ACTIVITY	QTY	AMOUNT
Maiden Grass 1-Gal. Installed *	2	34.00
Sprinkler System	1	14,594.35
Sod installed *	18,950	7,201.00
Crushed Rock (3" Depth) -Install Rock only plus weed Fabric	5,550	3,052.50
Grade	24,500	980.00
2" Sleeves Building Lots 5.5’	35	630.00
3" Sleeves Installed Landscape under Sidewalks 5.5’	10	220.00
Per-emergent (for Planter beds) 43600 Sq. Ft. IF NEEDED	5,550	166.50
1 Year Landscape Maintenance Package	1	8,372.86
1 Year Warranty (Parts & Labor) INCLUDED		0.00
Options: 1) Soil Tests ($75.00 per Test) 2) Rough Grade by other. It needs to be + or - 1-1/2"		
GOOD FOR 30 DAYS	TOTAL	**$50,595.21**

Accepted By

Accepted Date

Coleman Homes
A Toll Brothers Company

INVITATION TO BID

Coleman Homes invites you to bid on the project known as

WINFIELD SPRINGS NO. 7 LANDSCAPING

The bids shall be based on the BID SET landscape plans generated by Jensen-Belts Associates.

Any additional reports, documents etc. supplied to you for preparation of your bid are as follows:

1. Winfield Springs Subdivision No. 7 Final Plat Landscape Plan Dated 10/08/19
2. Winfield Springs Subdivision No. 7 Civil Improvement – 1st Submittal Dated 10/25/19
3. Kuna Hill Geotechnical Report Dated 12/23/15
4. Geotechnical Report Addendum #1 Dated 02/16/16
5. Geotechnical Report Addendum #1REVISED Dated 11/30/17
6. Geotechnical Report Addendum #2 Dated 08/07/17
7. Geotechnical Report Addendum #3 Dated 10/18/17
8. Geotechnical Report Addendum #4 Dated 10/31/17
9. Environmental Assessment, Phase 1 Dated 8/2/17
10. Environmental Assessment, Phase 1 Update Dated 04/06/17

Bidder is expected to be familiar with the specifications of the governing agencies having jurisdiction within the boundaries of the project, and shall include all cost associated with meeting the specifications of the governing authority for the scope of work you are bidding on.

Bidders should include any anticipated exclusions and inclusions along with the completed bid forms. These will be considered in determining the successful bidder.

Bidders are to perform their own quantity takeoffs and not rely on the engineer's estimate.

To be considered for award, all bids must include the following:

11. COMPANY BID PROPOSAL
    a. INCLUDING EXCLUSIONS AND INCLUSIONS
12. SCHEDULE OF VALUES
    a. ALL LINE ITEMS MUST INCLUDE A UNIT RATE AND QUANTITY OR A COMMENT "INCLUDED" OR "N/A:

Company Bid Proposal total MUST match the project Schedule of Values

Each line item on the Schedule of Values is to be filled in with the appropriate quantity, unit price, extended and then totaled.

As the Bidder, should you desire not to bid an item, then enter N/A in the appropriate space. If additional items are warranted in the completion of the project and not itemized in the bid document, identify those items in the section marked "Other Items".

Unit prices are used ONLY in the evaluation of the bids and help with consideration of the total bid amount. The sum of the line item tasks will become the lump sum value of the contract if you are the successful bidder.

Bids shall be submitted to Coleman Homes attention Lyle Dennison-Swisse at ldennison-swisse@tollbrothers.com on or before end of day, **Friday, November 15th, 2019.**

Bidders are requested to identify the estimated number of working days needed to complete the work scope of each of the identified tasks. **Provide the number of working days in the Schedule of Values.**

Landscaping 30 **Total Working Days**

Bidders normal working days will be MONDAY through FRIDAY

Normal hours of operation will be 8 AM to 5 PM

Work is anticipated to begin **July 27th, 2020 with completion September 11th, 2020.**

Actual contract schedule will be negotiated with the successful bidder and identified in the Contract Documents.

Bid prices shall remain in effect for a period of 30 days.

NOTE

By submitting a bid for this project, Bidder agrees to the contract language and requirements as defined in the contract documents. **No deviation to the Contract Documents will be allowed.**

Bidders must be able to provide the MINIMUM insurance requirements as identified in the contract documents and must list Toll Bros., Inc., its parents, subsidiaries and affiliated entities, their successors and assigns as additional insured. ANY BIDDER NOT MEETING THE INSURANCE REQUIREMENTS SHOULD NOT PROVIDE A BID.

Toll Brothers, Inc. reserves the right to accept or reject any or all bids or any items therein, to waive irregularities or informalities, and to contract in the best interests of Toll Brothers, Inc.

RESOLUTION NO. R65-2020
CITY OF KUNA, IDAHO

2021 IRRIGATION ASSESSMENT RESOLUTION
KUNA MUNICIPAL IRRIGATION DISTRICT ASSESSMENTS AND FEES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 2021 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2021 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2021 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2021 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2021 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho has established a Municipal Irrigation System, with all the powers and authorities necessary to operate, maintain, replace and/or extend said System; and

WHEREAS, Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge hook-up fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-12 of the Kuna City Code authorizes the City to charge fines and costs for unauthorized connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-7 of the Kuna City Code authorizes the City Council to establish annual irrigation assessments pursuant to Idaho law.

I. ASSESSMENT ROLL

NOW THEREFORE BE IT RESOLVED, that pursuant to Idaho Code 50-1807, an assessment book for the Kuna Municipal Irrigation District was filed in the office of City Clerk on November 4, 2020, and by this action, Mayor and Council of said City duly receive, make corrections and accept the same.

II. ESTIMATE OF EXPENSES

BE IT FURTHER RESOLVED the estimated expenses or the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said City's irrigation

system for the 2021 irrigation season, and which shall be allocated in proportion to the benefits received to the properties in said assessment book, are as follows:

Estimated Power Costs	$135,000
BK Irrigation Water Rental (1723.14 Ac)	$102,781
NY Irrigation Water Rental (350.92 Ac)	$29,517
NM Irrigation Water Rental (13.29 Ac)	$4,042
Wages and Benefits	$233,999
Other Operational Costs	$118,884
Equipment Costs	$58,021
System Improvements	$119,000
Interest and Retirement of Debt	$0
Unpaid and Delinquent Assessments	$0
Adjustments by Council	$5,000
Potable Water Cost (8 MG)	$9,040
Redemptions - Credit	$0
Connections After Assessment – Credit	($38,556)
TOTAL ESTIMATED EXPENSES	**$852,956**

By this action, Mayor and Council duly receive and accept the same.

III. BOARD OF CORRECTION

BE IT FURTHER RESOLVED the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 16, 2021 at 5:30 P.M. at the Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. March 11, 2021.

IV. IRRIGATION CONNECTION FEES

BE IT FURTHER RESOLVED, that the charge(s) for connecting to the City Irrigation System shall be determined as follows:

A) Irrigation Main Fees: Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars ($620.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths cents ($0.089) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars ($620.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths cents ($0.089) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars ($620.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus eight and nine tenths cents ($0.089) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

B) Irrigation Supply Fee: Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars ($900.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus twelve and nine tenths cents ($0.129) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars ($900.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus twelve and nine tenths cents ($0.129) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

Each Homeowners Association property to be connected to a System pressurized irrigation

main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars ($900.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus twelve and nine tenths cents ($0.129) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

C) **Irrigation Service Fees**: Each irrigation service provided at the expense of the City shall be assessed charges for completing services and connections in accordance with the following schedule:

1"	Service	$ 223/ea
1 1/2"	Service	$ 279/ea
2"	Service	$ 334/ea
3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R01-2020A
Full Street Asphalt Patch		See Resolution R01-2020A

D) **Previous Connections**: In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only.

E) **Conversion to Pressure Irrigation**: In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation District, and subsequently desires to connect to the pressurized system, the applicable connection fees are 50% of the full amount chargeable per paragraphs A through C above. After January 1, 2022, the connection fees shall return to the full amount chargeable per paragraphs A through C above.

F) **Conversion from Gravity Irrigation:** It is hereby declared to be the policy of the City of Kuna that it is in the general public's interest to convert from gravity irrigation to pressure irrigation where pressure irrigation service is available and that said conversion is mandatory in the following circumstances:

1. The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery

ditch requires five miner's inches of lost carrying water to operate and that each property is entitled to one miner's inch of delivered water. A delivery ditch shall be considered "not efficient" if the carrying water equals or exceeds the delivered water.

2. The delivery ditch has a history of two or more instances of accidental flooding of nearby properties.
3. Drainage facilities are missing or inadequate to protect the gravity served properties.

In instances where mandatory conversion is ordered by the City, the fifty percent reduction in connection fees and amortization shall be applied as outlined in Paragraph IV.E above and IV.I below.

G) **Capital Improvements Fund**: All funds collected from connection fees (Irrigation Main, Irrigation Supply) may be used only for initial construction, reimbursements according to adopted policies or replacement of Irrigation System Facilities.

H) **Potable Water Irrigation (Special Cases)**: Properties which have constructed pressurized irrigation facilities, which are intended to be connected in the future to the City's pressurized irrigation system, but which have not yet completed the connection, and which currently receive their irrigation supply from the potable system, shall be billed as a potable water account and assessed an assessment expense and a base assessment but not assessed as an operations assessment. At such time as the connection to the pressurized irrigation system is completed, the property shall be converted to an assessed irrigation account.

I) **Financing Arrangements**: Property owners desiring to connect under terms of Paragraph IV.E and IV.F are permitted to execute a note for the applicable connection fees up to the full amount for said fees amortized over twelve years at four percent (4%) interest and payable monthly on the utility bill. The Mayor is authorized to execute the note on behalf of the City and revenues (with interest collected) are to be credited to the same accounts to which the fees would have been credited if not amortized. Only connection fees are approved for amortization.

J) **Alternate Day Sprinkling**: Irrigation from the Kuna municipal pressurized irrigation system may be scheduled to occur on alternate days by order of the city or its agent. If an order is instituted, homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.

K) **Wanton Wasting**: Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is prohibited. The city or its agent

may disconnect any service which wastes, causes damage to adjacent property or creates a nuisance through its use of irrigation water from the city system.

V. IRRIGATION ASSESSMENTS

BE IT FURTHER RESOLVED the City hereby establishes a uniform method of allocating assessments, determined as follows:

A. Pressurized Irrigation Service - Each parcel or lot receiving pressurized irrigation service shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. Assessment Expense - All accounts shall be assessed four dollars ($4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. Base Assessment - Each parcel or lot shall be assessed at the rate of fifty-two dollars and no cents ($52.00) per acre, but with a minimum assessment per account of forty-one dollars and no cents ($41.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. Operations Assessment - Any properties with pressure irrigation service shall be assessed annually fifty-five dollars and no cents ($55.00) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be two dollars and no cents ($2.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

4. **Capital Reimbursement Assessment** – Any property with pressurized irrigation service, which has not paid connection fees as a precedent condition for connection, shall pay annually a capital reimbursement fee of 5 percent (5%) for the 2021 irrigation season for the amount of the total connection fee. This assessment is particularly applicable to landscaped common lots and is in addition to the annual Assessment Expense, Base Assessment and Operations Assessment. Forty-one percent (41%) of the monies collected shall be credited to the account designated for Pressure Irrigation Trunk Line Fees and fifty-nine percent (59%) to the account designated for Pressure Irrigation Supply Fees. Properties

subject to this fee, which subsequently pay the applicable one-time connection fees, shall thereafter be excused from payment of the capital reimbursement fee.

B. **Gravity Assessment** - Each parcel or lot receiving gravity irrigation service from the Municipal Irrigation System shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. **Assessment Expense** - All accounts shall be assessed four dollars ($4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of fifty-two dollars ($52.00) per acre, but with a minimum assessment per account of twelve dollars ($12.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with gravity irrigation service shall be assessed at the rate of twenty-one dollars and seventy-five cents ($21.75) per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be two dollars and no cents ($2.00) per acre for the portion of the property exceeding one acre in area.

C. **Assessments Due** – Assessments are due and payable on April 1st or the first business day thereafter.

D. **Partial Year Assessment** – For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the municipal irrigation system), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.

E. **Full Year Assessment** – Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual

assessment roll, less any vacant lot assessments that have been paid.

F. **Dual Assessment** – In the event a parcel receives an assessment from Kuna Municipal Irrigation District, and also receives and pays an assessment from the property's underlying irrigation district for the same irrigation season, the amount paid to the underlying irrigation district shall be credited to the account with Kuna Municipal Irrigation District. This policy presumes the city does not receive an assessment from the underlying irrigation district for the same parcel.

G. **Vacant Lot Assessment** – A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed nineteen dollars and no cents ($19.00) per buildable parcel. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a "partial year" or "full year" assessment, as defined above, with credit given for the vacant lot assessment already paid.

VI. CUSTOMER BILLING:

A. **Annual Billings** – All irrigation accounts which do not also have a potable water account shall be billed annually, with courtesy reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code 50-1807.

B. **Monthly Billings** – Each residential or commercial property that is served by potable water that also has a municipal irrigation account shall be billed for the annual irrigation assessment, as part of their municipal utilities billing statement, in equal monthly installments until paid in full, and be subject to shut-off of the potable water service in addition to other statutory remedies if the monthly payments are delinquent as provided in Kuna City Code.

C. **Opt Out Provision** - A municipal irrigation account holder may opt out of the monthly billing program at their option, and choose to pay the annual irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a notice to be mailed out to all municipal irrigation/potable water account holders informing them of their option of opting out of the monthly billing program and providing the address to inform the city of the same.

D. **Monthly Rates** – The monthly installments for payment of the 2021 annual irrigation assessment shall be nine (9) equal installments. After retirement of the 2021 annual irrigation assessment, the monthly installments shall end until re-started by the 2022 annual irrigation assessment resolution.

VII. CUSTOMER SERVICE CHARGES:

A. **New Service Accounts** - Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars ($5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as "Partial Year Assessments" and prorated from the date of the request. Adjustments to the expense of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.

B. **Delinquencies** – All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

C. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required prior to excavation by any party. Line locations without forty-eight (48) hours' notice will be billed to the requesting party at the rate fifty dollars ($50.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

D. **Re-connect Fee** – A re-connect fee of fifteen dollars ($15.00), if performed during normal work hours or fifty dollars ($50.00) if performed after normal work hours, which shall be paid prior to the account being reconnected, or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall be applied separately for each request and must be paid before reconnection can occur.

E. **Tampering Fee** – A tampering fee of one hundred dollars ($100.00), or as subsequently adopted by resolution of City Council, shall be charged to any account reconnecting service without authorization following disconnection for non-payment of assessments. This fee shall

be applied separately for each unauthorized reconnection and must be paid before reconnection can occur.

F. Unauthorized Connection – In the event a parcel connects to the pressurized irrigation system without authorization, meaning without having paid connection fees and receiving explicit approval to connect, it shall be presumed that the parcel owner has petitioned to connect, but without authorization. The City may collect a tampering fee as outlined in Paragraph VI.E and disconnect the parcel from service, or collect full payment of connection fees and commence billing monthly assessment charges, or commence charging monthly amortization of the connection fees as provided in Paragraph IV.I and commence billing monthly assessment charges. In the event the parcel does not have a water right for use of the water, and one cannot be provided, the only option available is to collect a tampering fee and disconnect the parcel from service.

VII. WATER ALLOTMENT

BE IT FURTHER RESOLVED, that no lot or parcel is entitled to receive delivery of a quantity of water which exceeds the allotment of water provided for that parcel by the underlying irrigation district holding the water right in trust. It is hereby declared to be in the public's best interest that water be used efficiently for its intended irrigation purpose, that a property's use of the irrigation system not impose an unauthorized over-spray or drainage burden on adjacent property and that such unauthorized use or any other misuse or wanton wasting of the same shall be due cause for disconnecting the offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment. It is further declared, delivery of water through the pressure or gravity systems ceases when deliveries end by the underlying irrigation district.

VIII. REPEAL OF EXISTING FEES AND POLICIES

BE IT FURTHER RESOLVED that the connection fees and other charges established herein are effective beginning November 4, 2020; prior similar fees and policies established by earlier resolution(s) are hereby repealed.

IX. SEVERABILITY CLAUSE

BE IT FURTHER RESOLVED, that the sections of this Resolution are severable. The invalidity of a section shall not affect the validity of the remaining sections.

X. EFFECTIVE DATE

BE IT FURTHER RESOLVED, that this resolution shall become effective upon passage by the Kuna City Council.

PASSED BY THE COUNCIL of the City of Kuna, this 4th day of November, 2020.

APPROVED BY THE MAYOR of the City of Kuna, this 4th day of November, 2020.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

RESOLUTION NO. R65-2020
CITY OF KUNA, IDAHO

2021 IRRIGATION ASSESSMENT RESOLUTION
KUNA MUNICIPAL IRRIGATION DISTRICT ASSESSMENTS AND FEES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 2021 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2021 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2021 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2021 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2021 IRRIGATION SEASON; ESTABLISHING BILLING POLICIES; SETTING CUSTOMER SERVICE CHARGES; SETTING SYSTEM POLICIES; REPEALING EXISTING FEES AND POLICIES AS PREVIOUSLY SET BY RESOLUTION, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho has established a Municipal Irrigation System, with all the powers and authorities necessary to operate, maintain, replace and/or extend said System; and

WHEREAS, Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge hook-up fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-12 of the Kuna City Code authorizes the City to charge fines and costs for unauthorized connection to the Municipal Irrigation System; and

WHEREAS, Section 7-8-7 of the Kuna City Code authorizes the City Council to establish annual irrigation assessments pursuant to Idaho law.

I. ASSESSMENT ROLL

NOW THEREFORE BE IT RESOLVED, that pursuant to Idaho Code 50-1807, an assessment book for the Kuna Municipal Irrigation District was filed in the office of City Clerk on November 4, 2020, and by this action, Mayor and Council of said City duly receive, make corrections and accept the same.

II. ESTIMATE OF EXPENSES

BE IT FURTHER RESOLVED the estimated expenses or the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said City's irrigation

system for the 2021 irrigation season, and which shall be allocated in proportion to the benefits received to the properties in said assessment book, are as follows:

Estimated Power Costs	$135,000
BK Irrigation Water Rental (1723.14 Ac)	$102,781
NY Irrigation Water Rental (350.92 Ac)	$29,517
NM Irrigation Water Rental (13.29 Ac)	$4,042
Wages and Benefits	$233,999
Other Operational Costs	$118,884
Equipment Costs	$58,021
System Improvements	$119,000
Interest and Retirement of Debt	$0
Unpaid and Delinquent Assessments	$0
Adjustments by Council	$5,000
Potable Water Cost (8 MG)	$9,040
Redemptions - Credit	$0
Connections After Assessment – Credit	($38,556)
TOTAL ESTIMATED EXPENSES	**$852,956**

By this action, Mayor and Council duly receive and accept the same.

III. BOARD OF CORRECTION

BE IT FURTHER RESOLVED the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 16, 2021 at 5:30 P.M. at the Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. March 11, 2021.

IV. IRRIGATION CONNECTION FEES

BE IT FURTHER RESOLVED, that the charge(s) for connecting to the City Irrigation System shall be determined as follows:

A) **Irrigation Main Fees:** Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars ($620.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths cents ($0.089) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars ($620.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths cents ($0.089) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum six hundred and twenty dollars ($620.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus eight and nine tenths cents ($0.089) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

B) **Irrigation Supply Fee**: Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars ($900.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus twelve and nine tenths cents ($0.129) per square foot for area exceeding ten thousand (10,000) square feet.

Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars ($900.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus twelve and nine tenths cents ($0.129) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

Each Homeowners Association property to be connected to a System pressurized irrigation

main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum nine hundred dollars ($900.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus twelve and nine tenths cents ($0.129) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

C) **Irrigation Service Fees**: Each irrigation service provided at the expense of the City shall be assessed charges for completing services and connections in accordance with the following schedule:

1"	Service	$ 223/ea
1 1/2"	Service	$ 279/ea
2"	Service	$ 334/ea
3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R01-2020A
Full Street Asphalt Patch		See Resolution R01-2020A

D) **Previous Connections**: In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only.

E) **Conversion to Pressure Irrigation**: In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation District, and subsequently desires to connect to the pressurized system, the applicable connection fees are 50% of the full amount chargeable per paragraphs A through C above. After January 1, 2022, the connection fees shall return to the full amount chargeable per paragraphs A through C above.

F) **Conversion from Gravity Irrigation:** It is hereby declared to be the policy of the City of Kuna that it is in the general public's interest to convert from gravity irrigation to pressure irrigation where pressure irrigation service is available and that said conversion is mandatory in the following circumstances:

1. The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery

ditch requires five miner's inches of lost carrying water to operate and that each property is entitled to one miner's inch of delivered water. A delivery ditch shall be considered "not efficient" if the carrying water equals or exceeds the delivered water.

2. The delivery ditch has a history of two or more instances of accidental flooding of nearby properties.
3. Drainage facilities are missing or inadequate to protect the gravity served properties.

In instances where mandatory conversion is ordered by the City, the fifty percent reduction in connection fees and amortization shall be applied as outlined in Paragraph IV.E above and IV.I below.

G) **Capital Improvements Fund**: All funds collected from connection fees (Irrigation Main, Irrigation Supply) may be used only for initial construction, reimbursements according to adopted policies or replacement of Irrigation System Facilities.

H) **Potable Water Irrigation (Special Cases)**: Properties which have constructed pressurized irrigation facilities, which are intended to be connected in the future to the City's pressurized irrigation system, but which have not yet completed the connection, and which currently receive their irrigation supply from the potable system, shall be billed as a potable water account and assessed an assessment expense and a base assessment but not assessed as an operations assessment. At such time as the connection to the pressurized irrigation system is completed, the property shall be converted to an assessed irrigation account.

I) **Financing Arrangements**: Property owners desiring to connect under terms of Paragraph IV.E and IV.F are permitted to execute a note for the applicable connection fees up to the full amount for said fees amortized over twelve years at four percent (4%) interest and payable monthly on the utility bill. The Mayor is authorized to execute the note on behalf of the City and revenues (with interest collected) are to be credited to the same accounts to which the fees would have been credited if not amortized. Only connection fees are approved for amortization.

J) **Alternate Day Sprinkling**: Irrigation from the Kuna municipal pressurized irrigation system may be scheduled to occur on alternate days by order of the city or its agent. If an order is instituted, homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.

K) **Wanton Wasting**: Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is prohibited. The city or its agent

may disconnect any service which wastes, causes damage to adjacent property or creates a nuisance through its use of irrigation water from the city system.

V. IRRIGATION ASSESSMENTS

BE IT FURTHER RESOLVED the City hereby establishes a uniform method of allocating assessments, determined as follows:

A. Pressurized Irrigation Service - Each parcel or lot receiving pressurized irrigation service shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. Assessment Expense - All accounts shall be assessed four dollars ($4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. Base Assessment - Each parcel or lot shall be assessed at the rate of fifty-two dollars and no cents ($52.00) per acre, but with a minimum assessment per account of forty-one dollars and no cents ~~($40.00)~~ ($41.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. Operations Assessment - Any properties with pressure irrigation service shall be assessed annually fifty-five dollars and no cents ~~($54.00)~~ ($55.00) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be two dollars and no cents ($2.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

4. **Capital Reimbursement Assessment** – Any property with pressurized irrigation service, which has not paid connection fees as a precedent condition for connection, shall pay a stepped increase annually for ~~a~~ capital reimbursement fee of 5 percent (5%) for the 2021 irrigation season for the amount of the total connection fee. This assessment is particularly applicable to landscaped common lots and is in addition to the annual Assessment Expense, Base Assessment and Operations Assessment. Forty-one percent (41%) of the monies collected shall be credited to the account designated for Pressure Irrigation Trunk Line Fees and fifty-nine percent (59%) to the account designated for Pressure Irrigation Supply

Fees. Properties subject to this fee, which subsequently pay the applicable one-time connection fees, shall thereafter be excused from payment of the capital reimbursement fee.

B. **Gravity Assessment** - Each parcel or lot receiving gravity irrigation service from the Municipal Irrigation System shall receive an annual assessment, consisting of the sum of three components, ASSESSMENT EXPENSE, BASE ASSESSMENT, and OPERATIONS ASSESSMENT. Each component is computed as defined below:

1. **Assessment Expense** - All accounts shall be assessed four dollars ($4.00) per account to defray the cost of preparing, mailing and collecting the assessment.

2. **Base Assessment** - Each parcel or lot shall be assessed at the rate of fifty-two dollars ($52.00) per acre, but with a minimum assessment per account of twelve dollars ($12.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation districts, with any amounts remaining to contribute to capital replacement and maintenance costs.

3. **Operations Assessment** - Any properties with gravity irrigation service shall be assessed at the rate of twenty-one dollars and seventy-five cents ~~($21.00)~~ ($21.75) per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be two dollars and no cents ($2.00) per acre for the portion of the property exceeding one acre in area.

C. **Assessments Due** – Assessments are due and payable on April 1st or the first business day thereafter.

D. **Partial Year Assessment** – For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the municipal irrigation system), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.

E. **Full Year Assessment** – Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual

assessment roll, less any vacant lot assessments that have been paid.

F. Dual Assessment – In the event a parcel receives an assessment from Kuna Municipal Irrigation District, and also receives and pays an assessment from the property's underlying irrigation district for the same irrigation season, the amount paid to the underlying irrigation district shall be credited to the account with Kuna Municipal Irrigation District. This policy presumes the city does not receive an assessment from the underlying irrigation district for the same parcel.

G. Vacant Lot Assessment – A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed nineteen dollars and no cents ~~($18.50)~~ ($19.00) per buildable parcel. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a "partial year" or "full year" assessment, as defined above, with credit given for the vacant lot assessment already paid.

VI. CUSTOMER BILLING:

A. Annual Billings – All irrigation accounts which do not also have a potable water account shall be billed annually, with courtesy reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code 50-1807.

B. Monthly Billings – Each residential or commercial property that is served by potable water that also has a municipal irrigation account shall be billed for the annual irrigation assessment, as part of their municipal utilities billing statement, in equal monthly installments until paid in full, and be subject to shut-off of the potable water service in addition to other statutory remedies if the monthly payments are delinquent as provided in Kuna City Code.

C. Opt-Out Provision - A municipal irrigation account holder may opt out of the monthly billing program at their option, and choose to pay the annual irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a notice to be mailed out to all municipal irrigation/potable water account holders informing them of their option of opting out of the monthly billing program and providing the address to inform the city of the same.

D. **Monthly Rates** – The monthly installments for payment of the 2021 annual irrigation assessment shall be nine (9) equal installments. After retirement of the 2021 annual irrigation assessment, the monthly installments shall end until re-started by the 2022 annual irrigation assessment resolution.

VII. CUSTOMER SERVICE CHARGES:

A. **New Service Accounts** - Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars ($5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as "Partial Year Assessments" and prorated from the date of the request. Adjustments to the expense of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.

B. **Delinquencies** – All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

C. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required prior to excavation by any party. Line locations without forty-eight (48) hours' notice will be billed to the requesting party at the rate fifty dollars ($50.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

D. **Re-connect Fee** – A re-connect fee of fifteen dollars ($15.00), if performed during normal work hours or fifty dollars ($50.00) if performed after normal work hours, which shall be paid prior to the account being reconnected, or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall be applied separately for each request and must be paid before reconnection can occur.

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be applied separately for each unauthorized reconnection and must be paid before reconnection can occur.

F. Unauthorized Connection – In the event a parcel connects to the pressurized irrigation system without authorization, meaning without having paid connection fees and receiving explicit approval to connect, it shall be presumed that the parcel owner has petitioned to connect, but without authorization. The City may collect a tampering fee as outlined in Paragraph VI.E and disconnect the parcel from service, or collect full payment of connection fees and commence billing monthly assessment charges, or commence charging monthly amortization of the connection fees as provided in Paragraph IV.I and commence billing monthly assessment charges. In the event the parcel does not have a water right for use of the water, and one cannot be provided, the only option available is to collect a tampering fee and disconnect the parcel from service.

VII. WATER ALLOTMENT

BE IT FURTHER RESOLVED, that no lot or parcel is entitled to receive delivery of a quantity of water which exceeds the allotment of water provided for that parcel by the underlying irrigation district holding the water right in trust. It is hereby declared to be in the public's best interest that water be used efficiently for its intended irrigation purpose, that a property's use of the irrigation system not impose an unauthorized over-spray or drainage burden on adjacent property and that such unauthorized use or any other misuse or wanton wasting of the same shall be due cause for disconnecting the offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment. It is further declared, delivery of water through the pressure or gravity systems ceases when deliveries end by the underlying irrigation district.

VIII. REPEAL OF EXISTING FEES AND POLICIES

BE IT FURTHER RESOLVED that the connection fees and other charges established herein are effective beginning November 4, 2020; prior similar fees and policies established by earlier resolution(s) are hereby repealed.

IX. SEVERABILITY CLAUSE

BE IT FURTHER RESOLVED, that the sections of this Resolution are severable. The invalidity of a section shall not affect the validity of the remaining sections.

X. EFFECTIVE DATE

BE IT FURTHER RESOLVED, that this resolution shall become effective upon passage by the Kuna City Council.

PASSED BY THE COUNCIL of the City of Kuna, this 4th day of November, 2020.

APPROVED BY THE MAYOR of the City of Kuna, this 4th day of November, 2020.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **KUNA EAST, LLC** For Annexation and Preliminary Plat for the *Ashton Estates East Subdivision*.	**Case Nos. 19-11-AN (Annexation)** **19-08-S (Preliminary Plat)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF APPROVAL OF ANNEXATION AND PRELIMINARY PLAT APPLICATIONS.**

THESE MATTERS came before the City Council for public hearing on October 6, 2020 and the hearing was continued. It was eventually continued to October 20, 2020 for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Applications. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Memo City Council			X
2	P&Z Commission Findings of Fact Signed			X
3	P&Z Meeting Minutes 7/28/2020			X
4	Commission and Council Review Application			X

5	Annexation Checklist			X
6	Preliminary Plat Checklist			X
7	Vicinity Map			X
8	Common Area Maintenance Agreement			X
9	Legal Description Annexation			X
10	Legal Description Boundary			X
11	Affidavit of Legal Interest			X
12	Warranty Deed			X
13	Letter of Intent			X
14	Commitment to Property Posting			X
15	TIS Executive Summary			X
16	Subdivision Name Reservation			X
17	Phase Plan			X
18	Landscape Plan			X
19	Neighborhood Meeting Certification			X
20	Preliminary Plat			X
21	Agency Transmittal Notifications			X
22	Central District Health Comments			X
23	Boise Project Board of Control Comments			X
24	Department of Environmental Quality Comments			X
25	Nampa Meridian Irrigation District Comments			X
26	Idaho Transportation Department Comments			X
27	Ada County Highway District Comments			X
28	City Engineer Comments			X
29	Parks and Recreation Comments			X
30	COMPASS Comments			X
31	Ada County Development Services Comments			X
32	Kuna School District Comments			X
33	P&Z Mailer			X
34	P&Z Kuna Melba News Legal Notice			X
35	Public Comment 7/15/2020			X
36	P&Z Proof of Posting			X
37	City Council Proof of Posting			X
38	City Council Mailer			X
39	City Council Kuna Melba News			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on July 28, 2020. The Council heard this on October 6, 2020 and continued it until October 20, 2020 for additional information. The FCO's have been requested to go to the Council October 20, 2020.

1.3 Witness Testimony

1.3.1 Those who testified at the Council's October 6, 2020 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner I

1.3.1.2 Appearing for the Applicant:
Stephanie Leonard, KM Engineering

1.3.1.3 Neighboring Property Owner appearing neutral:
Bud Gibson, 2800 Meadow View Road, Kuna, ID 83634; Testified.

1.3.1.4 Neighboring Property Owner appearing neutral:
Shallelle Jacobs, 2689 Meadow View Road, Kuna, ID 83634, Testified.

1.3.2 The Council's October 6, 2020 hearing was continued to October 20, 2020.

1.3.3 Those who testified at the Council's October 20, 2020 hearing are as follows, to-wit:

1.3.3.1 City Staff:
Wendy Howell, Planning and Zoning Director

1.3.3.2 Appearing as Owner and Owner:
Eric Scheck, 1406 N Main Street, Suite 109, Meridian, ID 83642

1.3.4 No other witnesses appeared at the hearing on October 20, 2020, and the hearing was then closed for the receipt of evidence and testimony.

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING RECOMMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 6, 2020 hearing on the annexation and preliminary plat for Ashton Estates East Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City and in Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba Newspaper	September 16, 2020

3.1.2.2 Notice for the October 6, 2020 hearing containing the legal description of the property proposed to be developed was mailed on the 16 September, 2020 to all known and affected property owners within three hundred (400) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 6, 2020 hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards, City Website, and Post Office.

3.2 Findings Regarding Annexation

3.2.1 The existing land uses and zoning designations for lands surrounding the subject parcel is as follows:

North	RR	Rural Residential – Ada County
South	A	Agriculture – Kuna City
East	RR	Rural Residential – Ada County
West	A R-6	Agriculture – Kuna City Medium Density Residential – Kuna City

3.2.2 The land for proposed annexation is comprised of one parcel totaling approximately 38.47 acres. The parcel is as follows:

Property Owner	Parcel Size – Approx.	Current Zone	Parcel Number

Kuna East, LLC	38.47 acres	RR (Rural Residential)	S1419241000

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal was for a multi-phased, Subdivision that would include 175 single-family dwelling units.

3.3.3 Applicant requested to divide 38.47 acres into 175 single-family lots and 25 common lots.

3.3.4 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, as well as the installation of pathways and open space.

3.3.5 Several improvements and changes to existing roadways would need to be made as part of the proposed project. The applicant testified to their willingness to make these improvements.

3.4 Testimony of the City Planner

3.4.1 **Conclusions**: The City Planner, in a staff report to the Planning and Zoning Commission dated October 6, 2020 confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.4.1.1 The applicant proposes to annex one parcel consisting of approximately 38.47 acres into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 38.47 acres into 200 total lots (175 buildable lots and 25 common lots). On August 8, 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 feet of the subject site on September 11, 2019. There were five residents who attended the meeting. A recap of the neighborhood meeting was provided as a part of the application.

3.4.1.2 The project proposes to take its main access from S Stone Falls Avenue; additionally, the applicant proposes connections into the existing stub street E Porter Street. The property's southern border aligns with the proposed mid-mile collector, Meadow View Road. Staff would recommend that the applicant construct Meadow View Road as half of a 36 foot street section plus 12 feet of additional pavement widening with vertical curb, gutter and sidewalk installed in accordance with

KCC 5-17-13 and 6-4-2 and ACHD policy. The property's eastern border aligns with the proposed minor collector Stroebel Road. Staff recommends that Stroebel Road be constructed as half of a 36 foot street section plus 12 feet of additional pavement widening with vertical curb, gutter and sidewalk installed in accordance with KCC 5-17-13 and 6-4-2 and ACHD policy. ACHD has recommended that that the applicant terminate Barley Avenue at the Barley Ave/Cave Falls Street intersection and construct a new stub street to the east between Barley Avenue and Stout Way, to reduce the length of the Barley Avenue roadway, staff supports this recommendation.

3.4.1.3 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 with 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.

3.4.1.4 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 Comprehensive Plan that address housing types are included below, in Section "G" (Comprehensive Plan Analysis) of this report.

3.4.1.5 Ashton Estates East sewage is anticipated to flow to the Danskin Lift Station, at this time, lift station capacity is over-committed. Resultingly the City is and will be unable to issue a "Will Serve" letter to receive and process the wastewater from any residential structure constructed within Ashton Estates East Subdivision. The City of Kuna is actively working to obtain additional capacity in the Danskin Lift Station but it is unknown how long that will take. Therefore, the objective that public services are available to accommodate proposed subdivisions established in KCC 6-2-3 F., cannot currently be met by the City.

3.4.1.6 Staff recommends that if the Council approves this project, the Applicant be subject to the following conditions. First, the Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision. Second, in the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to

KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued. The additional conditions have been provided as conditions number 18 and number 19 of this staff report.

3.4.1.7 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 Kuna City Code; Idaho Statute § 67-6511; and Kuna Comprehensive Plan. Staff recommends that if the City Council approves of case nos. 19-11-AN (Annexation) and 19-08-S (Preliminary Plat), the applicant be subject to the conditions of approval listed in section "J" of this report, as well as any additional conditions requested by the City Council.

3.4.2 Staff Recommendations: As a result of the review, the City Planner I, Doug Hanson, recommended that if the Council recommends approves of case no. 19-11-AN (Annexation) and 19-08-S (Preliminary Plat), the applicant be subject to the conditions of approval:

3.4.2.1 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:

3.4.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.4.2.1.2 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.

3.4.2.1.3 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".

3.4.2.1.4 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.

3.4.2.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.4.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).

3.4.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.4.2.2 Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2.

3.4.2.3 Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

3.4.2.4 When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system.

3.4.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.

3.4.2.6 Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

3.4.2.7 Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

3.4.2.8 Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.

3.4.2.9 Street lights for the site shall be LED lighting, must comply with Kuna City Code and established Dark Skies practices.

3.4.2.10 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

3.4.2.11 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace

unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.

3.4.2.12 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

3.4.2.13 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

3.4.2.14 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 the public hearing processes.

3.4.2.15 Applicant shall follow staff, City Engineer and other agency requirements as applicable.

3.4.2.16 Applicant shall comply with all local, state and federal laws.

3.4.2.17 Applicant shall install perimeter fencing around the entire subdivision, including future stub streets.

3.4.2.18 Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

3.4.2.19 In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

3.5 Other Testimony

3.5.1 10/6/2020 Public Hearing – Stephanie Leonard, KM Engineering, testified about the specifics of the development; providing a mix of lot sizes and subdivision amenities.

3.5.2 10/6/2020 Public Hearing – Bud Gibson, neighboring property owner, testified asking about what would happen to his property frontage with the construction of a new section of Stroebel Road.

3.5.3 10/6/2020 Public Hearing – Shallelle Jacobs, neighboring property owner, testified about the concerns she had with increased traffic volume traveling of Meadow View Road.

3.5.4 10/6/2020 Public Hearing – Stephanie Leonard, KM Engineering, addressed the concerns of the neighboring property owners.

3.5.5 10/20/2020 Public Hearing – Eric Scheck, Owner, testified about the willingness to work with Public Works in order to contribute to sewer capacity. He then discussed specifics of the development; providing a mix of lot sizes and subdivision amenities.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the city council to hear this matter as provided in Idaho Code §§ 50-222, 67-6513, & 67-6615, and Kuna City Code §6-2-3 (F).

4.3 The Kuna City Council has the exclusive general supervisory authority over all plat approvals and certification under their jurisdiction as provided in Idaho Code § 50-1308.

4.4 The Kuna City Council cannot exercise extraterritorial jurisdiction and give final approval on land use applications for lands outside of the Kuna City boundaries unless said lands are first annexed into the city boundaries. *See Casteneda v. Brighton Corp.,* 130 Idaho 923 (1997); *see also* Article XII, § 2, of the Idaho Constitution.

4.5 "Annexation" is legislative act of city government accomplished by enactment of ordinance. I.C. § 50-222; *Crane Creek Country Club v. City of Boise*, 1990, 121 Idaho 485 (1990) (on rehearing).

4.6 Annexation ordinances are not creatures of Local Planning Act, I.C. § 67-6501 et seq.; rather, annexation authority flows from statute antedating Local Planning Act which broadly authorizes a city to annex adjacent territory and by ordinance to declare the annexed area part of city. I.C. § 50-222; *Coeur D'Alene Indus. Park Property Owners Ass'n, Inc. v. City of Coeur D'Alene*, 108 Idaho 843 (1985).

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to annex lands into its boundaries pursuant to I.C. § 50-222.

5.2 I.C. § 50-222(1) provides that:

> [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.

(emphasis added).

5.3 The proposed annexation is a Category A annexation as described in I.C. § 50-222(3)(a), because all private landowners of the parcels at issue have consented to the proposed annexation.

5.4 The annexation, proposed by the Annexation Application in Case No. 19-11-AN, would not constitute an orderly development and would contribute to urban sprawl of the City.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

6.1 The City of Kuna has authority to approve preliminary plats within its boundaries pursuant to Idaho Code §§ 50-13 & 67-65, and Kuna City Code § title 6-1-2.

VII
ORDER OF APPROVAL OF APPLICATION FOR ANNEXATION AND PRELIMINARY PLAT

The Kuna City Council, having review the above entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

7.1 That the Annexation and Preliminary Plat applications (Case Nos. 19-1-AN & 19-08-S) are hereby *approved*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 4th day of November 2020.

_____
Joe Stear, Mayor

BEFORE THE CITY COUNCIL

OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **TRILOGY DEVELOPMENT, INC** For Annexation and Preliminary Plat for the *Ledgestone South Subdivision.*	)	**Case Nos. 20-01-AN (Annexation) 20-03-S (Preliminary Plat)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF DENIAL OF ANNEXATION APPLICATION.**

THESE MATTERS came before the City Council for public hearing on October 20, 2020 for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Applications. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	CC Staff Memo			X
2	Planning and Zoning Commission Meeting Minutes			X
3	Commission Council Review Application			X
4	Preliminary Plat Checklist			X
5	Annexation Checklist			X
6	Letter of Intent			X
7	Vicinity Map			X

8	Affidavit of Legal Interest			X
9	Warranty Deeds			X
10	Subdivision Name Reservation			X
11	Subdivision Legal Description			X
12	R-6 Zoning Legal Descriptions			X
13	R-8 Zoning Legal Descriptions			X
14	Preliminary Plat Set			X
15	Traffic Impact Study Executive Summary			X
16	Commitment to Property Posting			X
17	Neighborhood Meeting Certification			X
18	Landscape Plan			X
19	Agency Notification			X
20	Idaho Transportation Department Comments			X
21	Boise Project Board of Control Comments			X
22	COMPASS Comments			X
23	Central District Health Department Comments			X
24	Ada County Development Services Comments			X
25	Department of Environmental Quality Comments			X
26	Kuna School District Comments			X
27	Kuna City Engineer Comments			X
28	Ada County Highway District Comments			X
29	450 ft Property Owner Mailer			X
30	Kuna Melba News Legal Publication			X
31	Proof of Posting			X
32	Public Comment – Daniel & Shirley Grothaus			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on August 11, 2020. The Council heard this on October 20, 2020 The FCO's have been requested to go to the Council November 4, 2020.

1.3 Witness Testimony

1.3.1 Those who testified at the Commissions August 11, 2020 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner I

1.3.1.2 Appearing for the Applicant:
Jane Suggs, Gem State Planning

1.3.1.3 Neighboring Property Owners appearing neutral:
Daniel and Shirley Grothaus, 2404 E Deer Flat Road, Kuna, ID 83634; submitted written testimony.

1.3.1.4 Neighboring Property Owners appearing in opposition:
Roger Stagg, 2303 N Locust Grove Road, Kuna, ID 83634, Testified.

1.3.1.5 Neighboring Property Owners appearing in support:

1.3.2 Those who testified at the Council's October 20, 2020 hearing are as follows, to-wit:

1.3.2.1 City Staff:
Jace Hellman, Planner II

1.3.2.2 Appearing for the Applicant:
Jane Suggs, Gem State Planning

1.3.2.3 Neighboring Property Owners appearing neutral:
Daniel and Shirley Grothaus, 2404 E Deer Flat Road, Kuna, ID 83634; submitted written testimony.

1.3.2.4 Neighboring Property Owners appearing in opposition:

1.3.2.5 Neighboring Property Owners appearing in support:

1.3.3 No other witnesses appeared at the hearing on October 20, 2020, and the hearing was then closed for the receipt of evidence and testimony.

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 20, 2020 hearing on the preliminary plat for Ledgestone South Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City and in Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba Newspaper	September 30, 2020

3.1.2.2 Notice for the October 20, 2020 hearing containing the legal description of the property proposed to be developed was mailed on the September 30, 2020 to all known and affected property owners within four hundred-fifty (450) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 20, 2020 hearing was posted in conspicuous places within City Hall on the Foyer Bulletin Boards and City Website.

3.2 Findings Regarding Annexation

3.2.1 The land for proposed annexation is comprised of multiple parcels totaling approximately 97 acres. The parcels include the following:

Property Owner	Parcel Size – Approx.	Current Zone	Parcel Number
Heartland Townhomes Property Management	32.54 acres	RR - Rural Residential	S1418123460
TJ Johnson	40.40 acres	RR - Rural Residential	S1418123485
TJ Johnson	16.80 acres	RR - Rural Residential	S1418427800
TJ Johnson	7.88 acres	RR - Rural Residential	S1418417200

3.2.2 All private landowners have consented to annexation.

3.2.3 The parcels are located along North Locust Grove Road and future extensions of Ardell Road and Stroebel Road, within Section 18, Township 2 North, Range 1 East.

3.2.4 All parcels are currently in Ada County and have a county zoning designation of Rural Residential (RR).

3.2.5 The existing land uses and zoning designations for lands surrounding the subject parcels is as follows:

North	R-8	Medium Density Residential – Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	C-1 R-4	Neighborhood Commercial – Kuna City Medium Density Residential – Kuna City

3.2.6 The parcels are contiguous to Kuna City boundaries on the Northern and Western sides, and several parcels have historically been used for single family and agricultural purposes.

3.2.7 There is currently one (1) residence and approximately five (5) outbuildings spread throughout the parcels. Otherwise, the land is agricultural in nature.

3.2.8 The parcels have an estimated slope of 1% to 2%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be greater than 60 inches across a majority of the proposed development area, however, there are some areas where bedrock depth is estimated between 20" and 40" along the southern boundaries of the development area.

3.2.9 This proposal generally complies with the Kuna Comprehensive Plan. The proposed zoning districts are R-6 and R-8 (Medium Density Residential). The Comprehensive Plan Map designates the properties as Medium Density

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal was for a multi-phased, Subdivision that would include 393 single-family dwelling units.

3.3.3 The applicant requested multiple zoning designations in their application including R-6 (Medium Density Residential) and R-8 (Medium Density Residential).

3.3.4 Applicant requested to divide 97 acres into 393 single-family lots and 44 common lots.

3.3.5 The proposed Ledgestone South Subdivision application represent approximately 393 sewer connections on 97 acres. Wastewater from the proposed development is anticipated to flow to Patagonia Lift Station, and the subsequently lifted at Danskin Lift Station. Patagonia and Danskin Lift Stations are operating at above capacity (including existing EDUs and current "Will Serve" EDUs). As result, there is no capacity in either lift station to service this proposed subdivision. The City and will be unable to issue a "Will Serve" Letter to receive and process the wastewater from any residential structure constructed within Ledgestone South Subdivision. The City of Kuna is actively working to obtain additional capacity in the Patagonia and Danskin Lift Stations, but it is unknown at this time how long that will take. Therefore, the objective that public services are available to accommodate the proposed subdivision [see Kuna City Code Title 6 at section 6-2-3 (F)] cannot currently be met.

3.3.6 The Comprehensive Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna, as well as the installation of pathways and open space.

3.3.7 Several improvements and changes to existing roadways would need to be made as part of the proposed project. The applicant testified to their willingness to make these improvements.

3.4 Testimony of the City Planner

3.4.1 **Conclusions**: The City Planner, in a memo to the council dated October 20, 2020, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.4.1.1 On February 14, 2020 Planning and Zoning staff held a pre-application meeting with the applicant, Public Works, the Parks Department, The Kuna School District, Kuna Rural Fire District and Kuna Police Department to discuss the project. The applicant held two neighborhood meetings with residents with 450 ft of the proposed project area on November 14, 2019 and February 19, 2020. There was a total of four resident who attended the meetings. Neighborhood meeting minutes as well as mailed materials have been provided as a part of this application.

3.4.1.2 The applicant is proposing to annex the approximately 97-acres into Kuna City Limits. Of those 97-acres, the applicant has proposed to zone approximately 84% of the development site R-6 (Medium Density Residential) as defined via legal description. The proposed areas of R-6 will accommodate 291 standard single-family home lots. The remaining development area, as defined by legal description, is proposed to be zoned R-8 (Medium Density Residential). Similar to the original Ledgestone preliminary plat, Ledgestone South proposes to incorporate 102 alley-load lots. These single-family homes will face the street;

however, driveway and garage access will be available from the rear of the house via a 20 ft wide public alley way. With 393 lots over approximately 97 acres, the overall gross density of the project is 4.07 dwelling units per acre (DUA). The net density is 5.65 (DUA).

3.4.1.3 14.68 acres, or 15.2% of the project is proposed to be open space. This includes all buffers, parks, and pathways. 11.8 acres, or 11.6% of the project, are considered useable open space, as defined by KCC 5-1-6-2. Included in the useable open space is a five ft wide pathway that spans over ½ mile long along the northern boundary of the proposed project area and an approximately 3.9-acre park, which contains a pool, playground and picnic shelter. KCC 5-17 requires developments with a range of 351 to 400 homes/dwelling units to devote 10.50% of the development area to useable open space. Staff views the open space to be in substantial compliance with Kuna City Code.

3.4.1.4 With this proposed project, the applicant is constructing a new section of Stroebel Road along the east property line, which will serve as one of the main entrances into the subdivision. Stroebel Road is listed a north-south minor collector according to Kuna's Street Circulation Map. The applicant also proposes to construct an entirely new section of Ardell Road which will span from Stroebel Road to Locust Grove Road. Ardell Road is classified as an east-west major collector. Along Ardell Road the applicant has proposed a five-foot attached sidewalk. The sidewalk width requirement for Collector Roads is an eight-foot detached sidewalk with vertical curb and gutter. Staff would note that the applicant will be required to install sidewalks in accordance with KCC 5-17-13 and 6-4-2. Additionally, the project proposes to connect into two existing stub streets located within Ledgestone Subdivision (approved March 5, 2019) and provide three new stub streets into adjacent properties.

3.4.1.5 Within the development, the applicant proposes several alley ways to access the proposed alley-loaded home product. The applicant will be required to install "NO PARKING" signs within all alleys. Additionally, the applicant will be required to obtain written approval from the Kuna Rural Fire District regarding proposed alley widths. The applicant will be required to install a sign at the terminus of Ardell Road and Stroebel Road, as well as each proposed stub street stating that these roads will continue in the future. Staff will defer the applicant to comments provided by Ada County Highway District for preferred language. Several internal roadways within the proposed project exceed Ada County Highway Districts maximum roadway length of 750-feet without traffic calming measures. The applicant will be required to submit a revised preliminary plat showing re-designed roadways to the

City of Kuna and Ada County Highway District for review and approval prior to signature on the first final plat.

3.4.1.6 The installation of streetlights are required public improvements are a required public improvement listed under Kuna City Code 6-4-2. The applicant has included proposed locations of streetlights on the preliminary plat. Staff will require the applicant to work with staff in order to comply with KCC and install street lights a maximum spacing of 250 ft. The final location of street lights will be approved at the time of construction document review. Staff would note that these streetlights must be designed and installed according to "Dark Sky" standards.

3.4.1.7 The proposed Ledgestone South Subdivision application represents approximately 393 sewer connections. Wastewater from the proposed development is anticipated to flow to Patagonia Lift Station, and the subsequently lifted at Danskin Lift Station. Patagonia and Danskin Lift Stations are operating above capacity (including existing EDUs and current "Will Serve" EDUs). At this time, neither lift station has the capacity to support this project. Staff recommends that if the Council votes to approve this project, that the applicant be required to work with the Kuna City Engineer to provide a solution regarding the creation of additional capacity.

3.4.1.8 Additionally, as a part of this application there is an existing single-family home located on parcel no. S1418123485 that is being included with the annexation proposal, however, this house and approximately 1.04 acres that surround it will not be included in the preliminary plat, and will be listed as an out parcel on the plat. Ada County Highway District recommends the frontage along this site be improved consistent with the proposed improvements along Locust Grove Road and Ardell Road so there is not a gap in improvements. Staff agrees with this recommendation and will require the applicant to install curb, gutter and sidewalk in accordance with Kuna City Code 5-17 and 6-4.

3.4.1.9 The developer, owner and/or 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.

3.4.1.10 Kuna's Comprehensive Plan encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comprehensive Plan that address the above listed items are included below in Section G of this staff report.

3.4.1.11 Staff has reviewed the proposed preliminary plat for technical compliance with KCC, and finds the pre-plat and landscape plan are in compliance Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements.

3.4.2 Staff Recommendations: As a result of the review, the City Planner II, Jace Hellman, recommended that if the City Council approves case nos. 20-01-AN and 20-03-S, the applicant be subject to the following conditions of approval, including two additional recommended conditions:

- *Developer/owner/applicant shall not submit an application for final plat until the City's Public Works Director issues a Will Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Stations or any other City Appurtenance has capacity to accept the wastewater discharged from the proposed development.*

- *In the even a Will Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have a good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will Serve Letter has been issued.*

3.4.2.1 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:

3.4.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.4.2.1.2 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.

3.4.2.1.3 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".

3.4.2.1.4 No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.4.2.1.5 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.

3.4.2.1.6 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.4.2.1.7 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).

3.4.2.1.8 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

3.4.2.2 Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W.**

3.4.2.3 Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

3.4.2.4 When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).

3.4.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.

3.4.2.6 The Developer/owner/applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

3.4.2.7 Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

3.4.2.8 To ensure there is not a gap in improvements along Locust Grove Road and Ardell Road, the applicant shall install curb, gutter and sidewalk along 1.04-acre site in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.

3.4.2.9 Applicant shall install "NO PARKING" signs within all alley-ways.

3.4.2.10 Applicant shall obtain written approval from the Kuna Rural Fire District regarding proposed alley widths.

3.4.2.11 Regarding the excessive street section lengths, the applicant shall submit a revised preliminary plat showing re-designed roadways to the City of Kuna and Ada County Highway District for review and approval prior to signature on the first final plat.

3.4.2.12 All local roads intersecting Ardell Road shall either align or offset a minimum of 330-feet.

3.4.2.13 Applicant/Developer shall install a sign at the terminus of Ardell Road and Stroebel Road, as well as every proposed stub street stating these roads will continue in the future. Applicant/Developer shall obtain proper language from Ada County Highway District.

3.4.2.14 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.4.2.15 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

3.4.2.16 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

3.4.2.17 All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.

3.4.2.18 Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

3.4.2.19 The applicant shall install sod wherever the landscape plan (dated March 23, 2020) identifies "Lawn" and provide staff an updated landscaping plan accommodating the requested change.

3.4.2.20 Subdivision amenities such as the proposed pool and pool house are subject to Design Review approval.

3.4.2.21 All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.

3.4.2.22 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

3.4.2.23 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

3.4.2.24 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.

3.4.2.25 Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

3.4.2.26 Developer/owner/applicant shall comply with all local, state and federal laws.

3.5 Other Testimony

3.5.1 08/11/2020 Public Hearing – Jane Suggs, Gem State Planning, testified about the specifics of the development; providing a mix of lot sizes, and subdivision amenities will include a large park, walking paths and neighborhood swimming pool. Mid-mile collectors Stroebel and Ardell will be constructed as a part of this project.

3.5.2 08/11/2020 Public Hearing – Roger Stagg, 2303 N. Locust Grove Road, Kuna, ID 83634, property is immediately south of the development. There is proposed to be 29 homes located along their property. Rural living is disappearing and the amount of traffic and high-speed limits on the roads is making it unsafe. The schools and roads are not able to handle the impact.

3.5.3 08/11/2020 Public Hearing – Jane Suggs, Gem State Planning (rebuttal) understood that several changes have occurred out here; ACHD is requiring several improvements along the adjacent roadways in addition to the collection of impact fees; Additional Traffic Impact Studies have been required as this project develops;

Changes to the Speed limit would not be objected, but needs to come from the City and from more than one property owner.

3.5.4 10/20/2020 Public Hearing – Jane Suggs, Gem State Planning, testified about the specifics of the development; providing a mix of lot sizes and subdivision amenities, which includes a large park, walking paths and neighborhood swimming pool; Mid-mile collectors Stroebel and Ardell will be constructed as apart of this project; ACHD has extensive list of requirements and improvements that are listed in their report and will require additional Traffic Impact Studies as development occurs; The applicant is aware of the sewer deficiencies and has began conversations with the City Engineer about potential solutions; the applicant is ready to participate in necessary improvements to increase sewer capacity.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

4.2 The power of the City of Kuna lies in the city council to hear this matter as provided in Idaho Code §§ 50-222, 67-6513, & 67-6615, and Kuna City Code § 6-2-3 (F).

4.3 The Kuna City Council has the exclusive general supervisory authority over all plat approvals and certification under their jurisdiction as provided in Idaho Code § 50-1308.

4.4 The Kuna City Council cannot exercise extraterritorial jurisdiction and give final approval on land use applications for lands outside of the Kuna City boundaries unless said lands are first annexed into the city boundaries. *See Casteneda v. Brighton Corp.,* 130 Idaho 923 (1997); *see also* Article XII, § 2, of the Idaho Constitution.

4.5 "Annexation" is legislative act of city government accomplished by enactment of ordinance. I.C. § 50-222; *Crane Creek Country Club v. City of Boise*, 1990, 121 Idaho 485 (1990) (on rehearing).

4.6 Annexation ordinances are not creatures of Local Planning Act, I.C. § 67-6501 et seq.; rather, annexation authority flows from statute antedating Local Planning Act which broadly authorizes a city to annex adjacent territory and by ordinance to declare the annexed area part of city. I.C. § 50-222; *Coeur D'Alene Indus. Park Property Owners Ass'n, Inc. v. City of Coeur D'Alene*, 108 Idaho 843 (1985).

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to annex lands into its boundaries pursuant to I.C. § 50-222.

5.2 I.C. § 50-222(1) provides that:

> [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.

5.3 The proposed annexation is a Category A annexation as described in I.C. § 50-222(3)(a), because all private landowners of the parcels at issue have consented to the proposed annexation.

5.4 The annexation, proposed by the Annexation Application in Case No. 20-01-AN, is unable to connect to City sewer facilities, as the Patagonia and Danskin Lift Stations are both currently operating above capacity (including existing EDUs and current "Will Serve" EDUs).

VI
ORDER OF DENIAL OF APPLICATION FOR ANNEXATION

The Kuna City Council, having review the above entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

6.1 That the annexation application (Case No. 20-01-AN) is denied.

6.2 That the application for Preliminary Plat (Case No. 20-03-S) is rendered moot by the denial of the Annexation Application (Case No. 20-01-AN).

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 4th day of November, 2020.

_____
Joe Stear, Mayor

Gem State Planning, LLC

October 28, 2020

Honorable Mayor Joe Stear
Kuna City Council Members
Ms. Wendy Howell, Planning Director
751 W. 4th Street
Kuna, ID 83634

Subject: Ledgestone South Subdivision
Request for Reconsideration of City Council decision to deny annexation

Dear Mayor, Council Members and Ms. Howell:

On behalf of my client, Trilogy Development, I respectfully request that the City Council reconsider their decision on October 20, 2020, to deny the annexation of the land for the proposed Ledgestone South Subdivision. We are aware that annexation of property into the City of Kuna is discretionary but believe that the Council members may have not had all the pertinent information before them to make their decision.

We maintain that the Ledgestone South property is in a location that is "ripe" for annexation. The property immediately to the north is already annexed and zoned for residential development and is currently under construction. Properties to the southwest are already annexed and zoned for residences and the development is currently under construction.

The land immediately to the west is already annexed and zoned for commercial uses. In fact, the Council may not have been aware that the property abutting Ledgestone South to the west is currently in process for a mix of commercial and residential uses.

All these properties, including Ledgestone South, are within a mile of the many businesses located near the Deer Flat Road and Hwy 69 intersection. These businesses count on the rooftops in Ledgestone South to succeed.

In addition, the Future Land Use Map shows that Kuna's area of impact extends 6 miles east of Ledgestone South and 2 miles north. Ledgestone South is carefully planned to meet the City Future Land Use designation of Medium Density Residential.

We are also aware that there are issues with sewer lift stations and sewer pipes that service the future Ledgestone South homes, in addition to those existing and proposed homes on the already annexed and zoned lands mentioned previously. Trilogy Development is ready to assist the City in identifying engineering answers and working with the City and others to participate in solutions. However, our incentive to partner with the City to find and/or finance sewer

improvements is lessened if we do not have annexed land or future homes that will be served by the improvements.

On Tuesday, October 27, 2020, we met with the Public Works Director/City Engineer, Paul Stevens, to reassert our intention to partner with the City of Kuna to address sewer deficiencies.

We respectfully request that the City Council reconsider the decision to deny the Ledgestone South annexation. We request approval of our applications for annexation, rezone and preliminary plat. We agree that the two conditions of approval* proposed at Tuesday's hearing be added to the existing conditions of approval.

> **1) The Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Stations or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.*
>
> *2) In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.*

Thank you for your thoughtful consideration of our request for reconsideration. Please do not hesitate to contact me or Mr. Shawn Brownlee, Trilogy Development, 208-895-8858, if you have questions or concerns.

Sincerely,

Jane Suggs

cc: Shawn Brownlee, Trilogy Development

Paul Stevens, City of Kuna

751 W 4th Street | Kuna, ID | 83634
(208) 922-5274 | www.kunacity.id.gov

EXHIBIT CHECKLIST

Case Name: Patagonia East Subdivisions
Case No.(s): 19-14-AN, and 19-11-S

	EXHIBITS	
1	Exhibit List	
2	Council Staff Memo	
3	Letter of Intent	
4	UPDATED Letter of Intent	
5	Commission and Council Review Packet	
6	Vicinity Map	
7	Colored Site Plan	
8	Preliminary Plat	
9	Parcel Legal Descriptions	
10	City Engineer Memo	
11	ACHD Staff Report	
12	COMPASS Report	
13	Dept. of Environmental Quality (DEQ)	
14	Id. Transportation Dept. (ITD)	
15	UPDATED Id. Transportation Dept. (ITD)	
16	Kuna Rural Fire Dist. (KRFD)	
17	Kuna School Dist. Email 8.11.20	
18	Sub Name Reservation	
19	Site Photos	
20	Traffic Impact Study (TIS) Thompson Engineers	(For full TIS click HERE)
21	Traffic Impact Study Memo (TIS) Horrocks Engineers	
22	CC&R's Maintenance Agreement	
23	Sarah Gates Email 7.9.20	
24	Chad Horton Email 7.9.20	
25	Christi Horton Email 7.9.20	
26	Danny S. Horton Email 7.9.20	
27	Ken and Linda Jantz Letter 7.14.20	
28	Joe Randall Email 7.8.20	
29	Henry and Sherry Huber 6.18.20	
30	Sherry Huber Email 6.4.20	
31	Sherry Huber Email 6.5.20	
32	Sandra Martin Letter 7.9.20	
33	Sherry Huber Letter 8.31.20	
34	Sherry Huber Letter 9.3.20	
35	Commission FCO's	
36	Commission Mtg. Minutes 8.11.20	

City of Kuna
City Council Staff Memo

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

To: City Council

Case Numbers: 19-14-AN (Annex) & 19-11-S (Subdivision) for the *Patagonia East, Lakes, Ridge Subdivisions.*

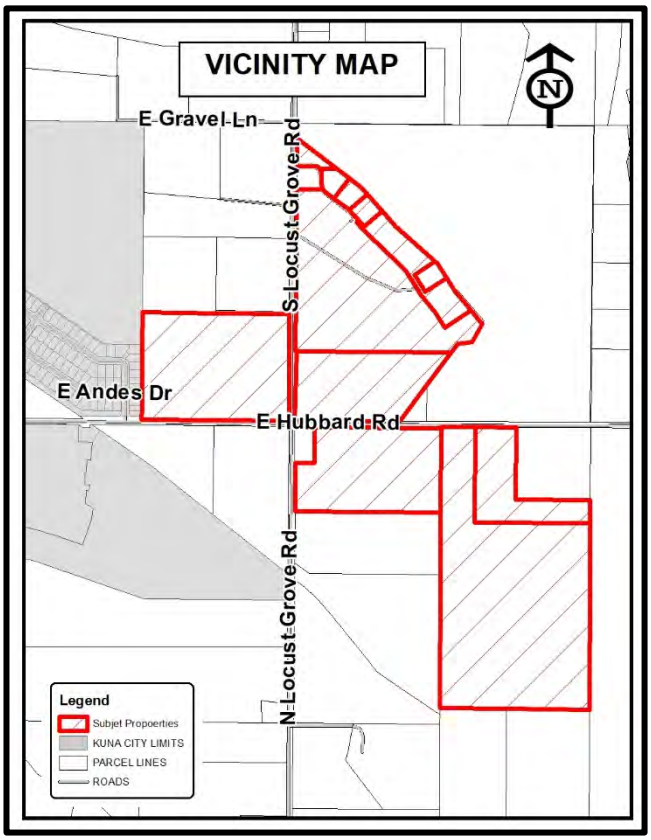
Location: Northwest, Northeast, Southeast Corners of Hubbard and Locust Grove Roads Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: *Wed. November 4, 2020*

Applicant(s): ***Westpark Companies***
Greg Johnson
2463 E. Gala St., Ste. 120
Meridian, ID 83642
208.888.9946
greg@wwstparkco.com

Engineer: ***WHPacific - NV5***
Bonnie Layton
2141 W. Airport Way Ste. 104
Boise, ID 83705
208.342.5400
blayton@whpacific.com



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I. Proposed Kuna City Code Analysis
J. Commission's Recommendation
K. Proposed Order of Decision by Council

A. Process and Noticing:

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

a. Notifications

i.	Neighborhood Meeting	September 17, 2019 (eight persons attended) And June 4, 2020 (13 persons attended)
ii.	Agencies	February 21, 2020

iii.	450' Property Owners	October 23, 2019
iv.	Kuna, Melba Newspaper	October 14, 2020
v.	Site Posted	October 20, 2020

B. Applicant Request:

1. The applicant, WHPacific–NV5 requests approval for Annexation and Preliminary Plat. Applicant requests to annex approximately 173.80 ac into Kuna City limits, with three (3) zones throughout the project; the R-8 (Medium Density Residential [MDR]), R-6 and R-4 (MDR), zones. Applicant proposes a multi-phased master-planned development to be known as Patagonia East, Lakes and Ridge Subdivisions (Patagonia East). Applicant requests Preliminary Plat approval in order to subdivide approx 173.80 ac into 561 Single family buildable lots, 54 common lots and one 10-acre school lot for Kuna School District. The project site is in Sections 7, 8 & 17, all in Township 2 North, Range 1 East (T2N,R1E), all three projects are at the intersection of Locust Grove and Hubbard Roads.

C. Site History: The subject site is comprised of multiple parcels; totaling approximately 173.80 acres. All parcels are currently in Ada County and zoned Rural Residential (RR), however, they are contiguous to Kuna City limits on the west side of parcel S1407449560. These lands have historically been used for Agricultural purposes. There is a single family residence one of the parcels and several outbuildings/shops.

D. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body of the City. The Comp Plan map indicates land use designations *generally* speaking, it is not the actual zone. The Future Land Use Map identifies the site with three different designations; Low Density Residential (LDR) and Medium Density Residential (MDR) which is 4-8 DUA (**D**welling **U**nits an **A**cre) and Mixed-Use.

2. **Kuna Recreation and Pathways Master Plan Map:**
   The Kuna Recreation and Master Pathways Plan map identifies a pathway/trail along the Mason Creek Feeder in the southwest part of the project and on the south side of the project. See the Exhibit behind this report.

3. **Surrounding Existing Land Uses and Zoning Designations:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Preservation – Ada County
West	R-6 & RR	Medium Density Residential – Kuna City, & Rural Residential – Ada County

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size – Approx.	Current Zone	Parcel Number
Wood Properties, LLC	.98 acres	RR - Rural Residential	S1407449560
Roeder Holdings, LLC	17.00 acres	RR - Rural Residential	S1408336300
Roeder Holdings, LLC	31.86 acres	RR - Rural Residential	R9237170650
Roeder Holdings, LLC	.98 acre	RR - Rural Residential	R9237170100
Roeder Holdings, LLC	.99 acre	RR - Rural Residential	R9237170300
Roeder Holdings, LLC	.95 acre	RR - Rural Residential	R9237170400
Roeder Holdings, LLC	.95 acre	RR - Rural Residential	R9237170500
Jill S. Ray	5.69 acres	RR - Rural Residential	R9237170610
Jill S. Ray	.92 acre	RR - Rural Residential	R9237170700

Roeder Holdings, LLC	20.82 acres	RR - Rural Residential	R9321840100
Wood Properties, LLC	55.89 acres	RR - Rural Residential	S1417212700
EE-DA-HOW, Farms, LLC	10 acres	RR - Rural Residential	S1417212650

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – Suez Water Company
Pressurized Irrigation– On Site Wells - HOA
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna City Police (A.C.S.O.)
Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Currently there is one residence on one of the properties. All parcels have been used for agricultural uses and accompanying out-building. There is some topographical variation that appears to run east-west. The vast majority of the site appears to be relatively flat and suitable for development.

Transportation / Connectivity: The site has significant frontage along Hubbard and Locust Grove Road. The overall project is split into three separate sections as this project sits at the northwest, northeast and southeast corners of Hubbard and Locust Grove. Applicant shall connect to existing stub streets within Patagonia Sub No. 2 as required in Kuna City Code (KCC) and provide stubs for future connections to serve the connection/traffic needs of the site and future adjacent developments. Applicant shall satisfy Kuna City and ACHD's requirements for roadway improvements, including but not limited to, road widening and vertical/rolled curb, gutter and sidewalks appropriately..

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - City Engineer …… Exhibit B 1
   - Ada County Highway District (ACHD) …… Exhibit B 2
   - COMPASS (Community Planning Association) …… Exhibit B 3
   - Department of Environmental Quality (DEQ) …… Exhibit B 4
   - Idaho Transportation Department (ITD) …… Exhibit B 5
   - Kuna Rural Fire District (KRFD) …… Exhibit B 6

E. Staff Analysis:

The subject site straddles the intersection of Hubbard and Locust Grove Roads and involves 12 parcels, seven (7) of these parcels are lots within the Wasatch Subdivision. This application proposes a multi-phased master planned community and generally speaking the project as a whole is in line with the Comprehensive Plan (Comp Plan) and the Comprehensive Plan Map (CPM) designation of LDR, MDR and *Mixed-Use* by proposing three residential zones throughout the subject site with an accompanying public school site. This request will complement the two developments to the west and will provide project wide continuity as a multi-phased master planned community, consisting of approximately (Approx.) 163.56 ac.

The applicant requests annexation into Kuna City limits applying the Category "A" process for the approx. 163.56 ac. The lands in this application touch City limits on the west side of the site with contiguous land touches moving east and are therefore eligible for annexation. Applicant has submitted an application for annexation for 163.56 ac approx and is seeking three (3) different zoning designations for these proposed annexing parcels as follows:

- Approx 59.75 ac are proposed to be annexed with a zone change from Rural Residential (RR) ***TO*** R-4 MDR,

- Approx 86.92 ac are proposed to be annexed with a zone change from RR ***TO*** R-6 MDR,
- Approx 7.54 ac from RR, ***TO*** R-8, MDR,
- Approx 10.2 ac will become a elementary school site.

Kuna's 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 in Section G (Comp Plan Analysis) of this report.

The applicant seeks approval for a mix of various uses throughout the project to include; multiple zones for residential uses, (MDR all single family), a public school site, open spaces including a possible City park, multiple private parks, with a considerable pathway network (*21.93 acres of open space, or 16.59%*). The applicant proposes a master-planned community for all ages. The applicant is proposing all public streets that will be built to Kuna and ACHD standards (curb, gutters & sidewalks) and must meet Kuna Fire Department requirements. Proposing a large network of biking and walking pathways, will help reduce vehicle trips for the residents. Since the applicant has proposed multiple residential zones, a school site, and a possible City public park, staff views the overall project to conform to the FLUM designations and Comp Plan document.

Staff has reviewed the preliminary plat application and it appears to follow KCC standards and requirements. All roads will be public and will be built to Kuna City and ACHD standards. Staff highlights that along all classified roads, KCC calls for full roadway improvements, including curb/gutter, road widening, and sidewalks at appropriate widths. The City does not allow for borrow ditches for any roads, unless a classified road does not meet the ACHD standards/policies for vertical curb. If the need arises for borrow ditches on classified roads *and* if ACHD does not specifically allow vertical curb, the applicant shall be conditioned to obtain a license agreement from ACHD to provide grass and watering source in the borrow ditches as allowed. Gravel and bare ground is not an allowed Kuna City ground cover. Staff notes that the subject property will need to be connected to the City's public sewer facilities, potable water and the Kuna Municipal Irrigation System (KMIS). According to the City Engineer, "sewer flows from this development will add a considerable burden to Patagonia Lift Station. The developer will be requested to participate in an engineered evaluation of Patagonia Lift Station and proposed improvements to expand the lift station & force main capacity" – See City Engineer Memo:" 4. *Sanitary Sewer*. Staff has confirmed with the City Engineer that the applicant has agreed to work with the City Engineer for a solution with the Danskin Lift Station upgrade needs.
In between the Commission meeting and this Council meeting and in response to discussions with the City attorney and Public works director, staff recommends the Council add two new conditions to the Conditions of Approval listed as No's 15 and 16.
New Proposed 15 *- Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Ten Mile Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.*
New Proposed 16 *- In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.*
Staff has visited with the applicant and they are aware of these changes to staff's recommendation added in between the Commission and Council meetings and supports their inclusion and is eager to work with the City on the solution for the lift station upgrades.

Staff has determined the annexation and preliminary plat 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 Comprehensive Plan. Staff recommends that if the City Council grants approval of Case No's 19-14-AN (Annexation) and 19-11-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 by the Planning and Zoning Commission.

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 Findings of Fact:

Based upon the record contained in Case No's 19-14-AN and 19-11-S, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby **approves / conditionally approves / denies** the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-14-AN and 19-11-S, a request for annexation and preliminary plat from WHPacific NV5:

1. *The Kuna Council approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

   Comment: *The Kuna Council held a public hearing on the subject applications on Wed. November 4, 2020, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case* No's 19-14-AN and 19-11-S *this proposal generally complies with the Comprehensive Plan and City Code.*

   Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No's 19-14-AN and 19-11-S, this proposal generally complies with the Kuna City Code.*

   Comment: *The applicant has submitted a complete application, and following staff review 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.*

4. *The Council has the authority* to **approve / conditionally approve / deny** *Case No's 19-14-AN and 19-11-S.*

   Comment: *On November 4, 2020, the Kuna Council* ***may/may not*** *vote to* ***approve/conditional approve/deny*** *Case No's 19-14-AN and 19-11-S.*

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

   Comment: *Neighborhood Notices were mailed out to residents within 450-FT of the proposed project site on October 23, 2019, and a legal notice was published in the Kuna Melba Newspaper on October 14, 2020. The applicant placed a sign on the property on October 20, 2020.*

H. Proposed Comprehensive Plan Analysis:

Kuna 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.

I. Proposed Kuna City Code Analysis:

1. This request **appears/doesn't appear** to be consistent **and/or** in compliance with Kuna City Code (KCC).
   Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of KCC.*

2. The site **is/is not** physically suitable for a subdivision.
   Comment: *The approx. 173.80 acre subdivision has sufficient size to include a mix of lot sizes, community landscape buffer(s).*

3. The annexation and subdivision uses **are/are not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
   Comment: *The land to be annexed is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The annexation and subdivision application **is/is not** likely to cause adverse public health problems.
   Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The Medium Density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

5. The application **does/does not** appear 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 annexation and subdivision design did consider the location of the property, classified roadways and the system. The subject property can be connected to the City's public sewer facilities, and will connect to Suez Water Systems for potable water and use existing on-site wells*

for a private pressure irrigation system. The adjacent uses are complimentary uses (Kuna) as proposed in the Kuna Comprehensive Plan Future Land Use Map.

6. The existing and proposed streets and utility services in proximity to the site **are/are not** suitable and adequate for residential purposes predicated on approved designs to extend and/or improve each accordingly.

J. Recommendation of the Commission to Council:

19-14-AN (Annexation) and 19-11-S (Preliminary Plat) During the public hearing, the Kuna Commission hereby recommended *approval* for Case No's 19-14-AN and 19-11-S a request for annexation and preliminary plat approval by WHPacific NV5, with the following conditions of approval:

- Applicant shall follow all conditions outlined the staff report.
- Applicant shall work with the neighbor regarding the well and driveway and keep staff apprised of those conversations,
- Applicant shall work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting.

K. Proposed Order of Decision by the Council:

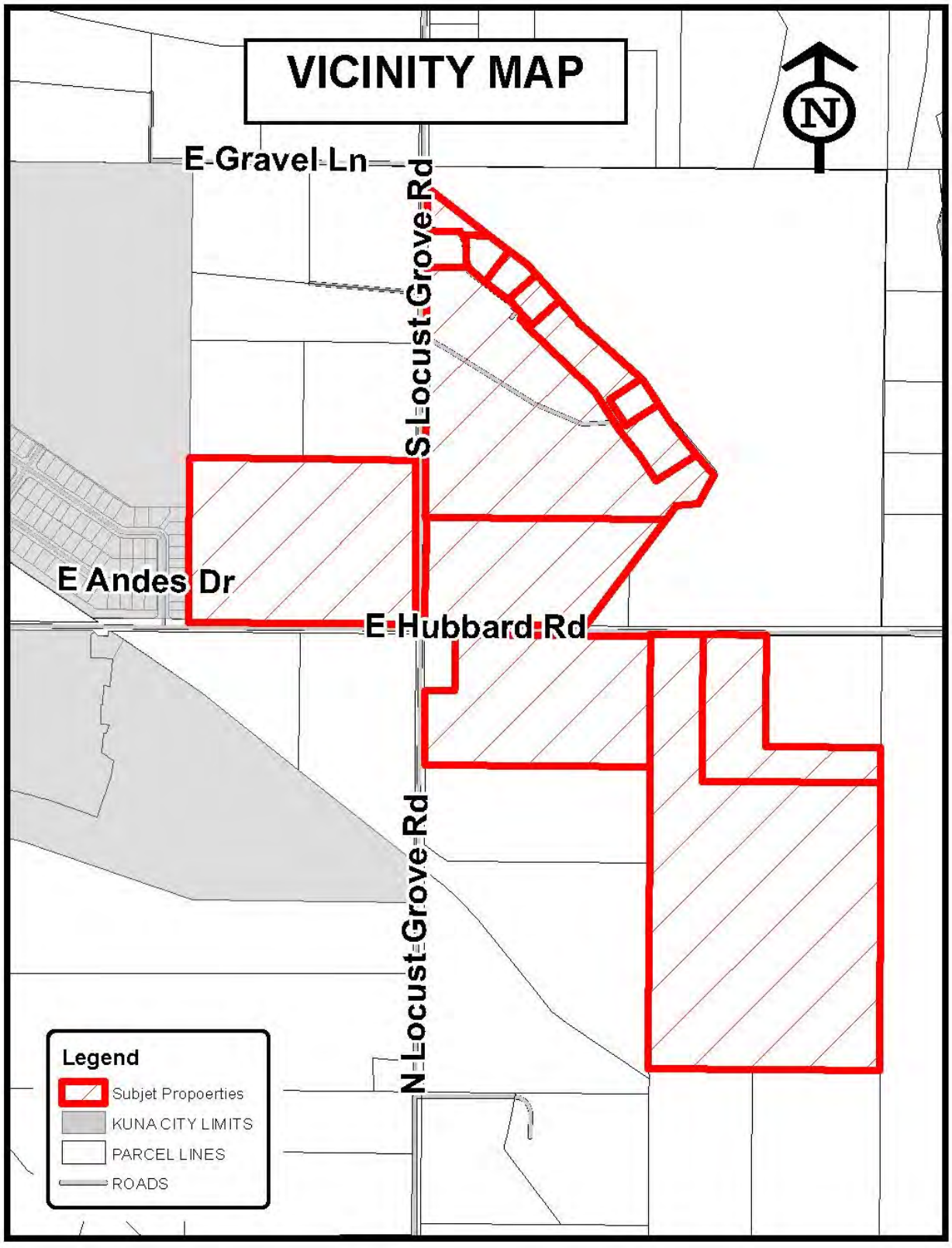
*Note: These motions are for **approval / conditional approval / denial** of the annexation and preliminary plat applications, if the City Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.*

Based upon the record contained in Case No's 19-14-AN and 19-11-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby **approves / conditionally approves / denies** the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-14-AN and 19-11-S a request for annexation and preliminary plat approval by WHPacific NV5 with the following conditions of approval:

And;

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 drainage and grading plans.
    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. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
    f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
    g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
    h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
    i. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District,

2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P & Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3.
6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
7. A sign permit is required prior to subdivision entrance sign construction and shall comply with KCC 5-10-4. *Monument signs will require a design review.*
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. 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 Commission and/or Council, or seek amending them through public hearing processes.
10. The applicant's proposed preliminary plat (dated May 2019) shall be considered a binding site plan, *or as modified and approved* through the public hearing process.
11. The applicant's proposed Landscape Plan (dated 07.01.2019) shall be considered a binding site plan, *or as modified and approved* through the public hearing process.
12. Applicant shall work with the City Engineer to find a solution for the Sewer lift station concerns.
13. Compliance with all local, state and federal laws is required.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. *Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Ten Mile Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.*
16. *In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.*


VICINITY MAP
N
E Gravel Ln
S Locust Grove Rd
E Andes Dr
E Hubbard Rd
N Locust Grove Rd
Legend
Subjet Propoerties
KUNA CITY LIMITS
PARCEL LINES
ROADS

WHPacific

December 20, 2019

Ms. Wendy Howell, Director
Kuna Planning and Zoning Department
751 W. 4th Street
Kuna, Idaho 83634

RE: Patagonia East, Ridge, Lakes Subdivision – At the intersection of Locust Grove Road and Hubbard Road - Applications for Annexation with Zoning and Preliminary Plat

Dear Ms. Howell:

On behalf my client, Westpark Company Inc., please accept the attached applications to annex the subject property into the City of Kuna and to subdivide the property into 537 residential lots, 36 common lots and 1 school site. The subdivision property totals 163.59 acres and is currently located in Ada County with a zoning designation of RR.

Commonly referred to as Patagonia East, this project is a continuation of my client's Patagonia Subdivision and has been master planned to create one cohesive development with interconnected pathways and amenities. This project is located at the intersection of Hubbard Road and Locust Grove Road in the northwest, northeast, and southeast corners. Due to this fact, and in an effort to address Ada County's naming requirements, we have further identified each area of our project as Patagonia East (northwest corner), Patagonia Ridge (northeast corner) and Patagonia Lakes (southeast corner).

We are requesting annexation with zoning designations of R-4, R-6, and R-8. These residential zones along with the 9.8 future school site meet the Kuna Comprehensive Planning designation for this area as Residential and Mixed Use. These areas will be made up of a mix of single-family lot sizes and one 9.8 acre school site.

The property is currently used as farmland with a couple of shops and one residence. To the north of Patagonia East is Roark Subdivision, to the south is agricultural land across Hubbard Road, to the west is the original Patagonia Subdivision, and to the east across Locust Grove Road is agricultural land (which is part of this application known as the Patagonia Ridge area of our project). To the north and east of Patagonia Ridge is agricultural land, to the south across Hubbard Road is also agricultural land.

100% POST CONSUMER

To the west across Locust Grove Road is Roark Subdivision and agricultural land that will be developed as part of this project and identified as the Patagonia East area of our plan. The Patagonia Lakes area of our project is surrounded by agricultural land with Hubbard Road along a portion of the north end of the property and Locust Grove Road along a portion of the western edge of the site.

Preliminary Plat & Phasing

Our project has been designed to provide a blend of densities and a variety of lot sizes generally ranging in width from 50' up to 100' and 100' to 150' deep. We are also including 52 alley loaded lots. These single family detached homes will face the street; however, the garages will be accessed via an ACHD maintained, public alley. This design provides a charming streetscape and a home product that is popular with a variety of homebuyers. From young professionals to active seniors, those looking for low maintenance homeownership appreciate this type of plan.

We have included legal descriptions and exhibits for the overall project, each of the three areas within the project site, as well as for each of the zoning designations we are requesting. Overall our project achieves a gross residential density of 3.28 dwelling units per acre.

Phasing of this project will start in the Patagonia East area of the project. Once Phases 1 and 2 are complete we intend to continue into the Patagonia Ridge area with Phases 3 to 5. We will finish out the project with Phases 6 to 12 in the Patagonia Lakes portion of our project. Currently the school district is working with ACHD and others to develop the school site.

Buffers and Open Space

As previously mentioned, our project has been master planned to create one cohesive development with interconnected pathways and amenities. We have included an overall site plan, including the original Patagonia Subdivision, to illustrated how these amenities tie together from one area to another along with their relationship to the buffer areas along Hubbard Road and Locust Grove Road. Overall our project includes 24.64 acres of open space, and qualified open space (per Kuna city code) of 20.29 acres, or 12.4% open space on site. We intend for the maintenance of the common open spaces to be taken care of in similar fashion as the original Patagonia Subdivision and therefore have included a copy of that portion of Patagonia's HOA and CC&R's document for your review.

Streets

We will take access to the Patagonia East area of our project will be from Hubbard Road and Locust Grove Road, as well as from two stub streets in the adjacent Patagonia Subdivision. Access to the Patagonia Ridge portion of our project will be taken from two points along Locust Grove Road and on along Hubbard Road. On the

WHPacific

south side of Hubbard Road one access to the Patagonia Lakes part of our site will be lined up with the access into Patagonia Ridge, and the other will occur farther to the east along Hubbard Road.

We have worked with ACHD to provide for the development of N. Eagle Road along the eastern boundary of the Patagonia Lakes area of our project, ultimately separating our project from properties to the east. Additionally, stub streets have been provided to allow for future connection to adjacent parcels not part of this application; a Traffic Impact Study has been completed and is also attached for your review.

We are pleased to submit the applications and supporting documents for our request to Annex, Rezone and Preliminary Plat this project in the City of Kuna. If you have any questions please do not hesitate to contact me at 208-724-2624. Thank you for your time and I look forward to working with you and your staff.

Regards,

Bonnie Layton

cc: Greg Johnson – Westpark Companies

WHPacific
AN NV5 COMPANY

June 5, 2020

Mr. Troy Behunin
Kuna Planning and Zoning Department
751 W. 4th Street
Kuna, Idaho 83634

sent via email

RE: Patagonia East, Ridge, Lakes Subdivision – At the intersection of Locust Grove Road and Hubbard Road - Applications for Annexation with Zoning and Preliminary Plat ----- Project Update

Dear Mr. Behunin:

On behalf my client, Westpark Company Inc., please accept the attached updated applications to annex the subject property into the City of Kuna and to subdivide the property into 561 residential lots, 53 common lots, and 1 school site.

This update to our project accounts for the rights to acquire an additional 10 acres my client obtained during the COVID-19 shutdown. This additional 10 acres is an "L"-shaped parcel located south of Hubbard Road in the northeast corner of the Lakes portion of our project; it also helps to address a couple of comments we received from ACHD in their preliminary review of our site plan.

We are pleased to submit these updated applications and supporting documents for our request to Annex, Rezone and Preliminary Plat this project in the City of Kuna. If you have any questions please do not hesitate to contact me at 208-724-2624. Thank you for your time and I look forward to working with you and your staff.

Regards,

Bonnie L. Layton

Bonnie Layton
Enclosures

cc: Greg Johnson – Westpark Companies

CityofKuna
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)	
Project name	
Date Received	
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: See attached affidavits Address: City, State, Zip:	Phone Number: 208.888.9946 E-Mail: greg@westparkco.com Fax #: 208.888.9947 Attn: Greg Johnson
Applicant (Developer): Westpark Companies Address: 2463 E. Gala St., Suite 120 City, State, Zip: Meridian, ID 83642	Phone Number: 208.888.9946 E-Mail: greg@westparkco.com Fax #: 208.888.9947 Attn: Greg Johnson
Engineer/Representative: WHPacific - NV5 Address: 2141 W. Airport Way #104 City, State, Zip: Boise, ID 83705	Phone Number: 208.342.5400 E-Mail: blayton@whpacific.com Fax #: Attn: Bonnie Layton

Subject Property Information

Site Address: See attached legal descriptions

Site Location (Cross Streets): NW, NE, and SE corners of Locust Grove Rd & Hubbard Rd

Parcel Number (s): See attached list of parcel numbers

Section, Township, Range: A portion of SE 1/4 of Section 7, SW 1/4 of Section 8 & NW 1/4 Section 17, T2, R1E, B.M., Ada County, Idaho

Property size : Approx. 173.80acres

Current land use: Agricultural / Residential — Proposed land use: Residential

Current zoning district: RR - Rural Residential — Proposed zoning district: R4, R6, R8

Project Description

Project / subdivision name: Patagonia East (NW corner); Patagonia Ridge (NE corner); Patagonia Lakes (SE corner)

General description of proposed project / request: The applicant is proposing to develop the subject properties as a residential subdivision with a mix of lot sizes, various open spaces and a school site

Type of use proposed (check all that apply):

- [X] Residential Mix of R4, R6, and R8 lot sizes, along with open spaces, parks and trails
- [ ] Commercial
- [ ] Office
- [ ] Industrial
- [X] Other 10 acre school site

Amenities provided with this development (if applicable): Parks, pathways, playground equipment, and community buildings

Residential Project Summary (if applicable)

Are there existing buildings? [X] Yes [ ] No

Please describe the existing buildings: Workshops and sheds

Any existing buildings to remain? [ ] Yes [X] No

Number of residential units: 561 residential lots Number of building lots:

Number of common and/or other lots: 54 (53 common lots & 1 school lot)

Type of dwellings proposed:

- [X] Single-Family 1,500 sq. ft. - 3,500 sq. ft.
- [ ] Townhouses
- [ ] Duplexes
- [ ] Multi-Family
- [ ] Other

Minimum Square footage of structure (s): 1,500 sq. ft.

Gross density (DU/acre-total property): 3.23 Net density (DU/acre-excluding roads): 4.23

Percentage of open space provided: 16.59% Acreage of open space: 21.93 acres

Type of open space provided (i.e. landscaping, public, common, etc.): landscaping, parks, and pathways

Non-Residential Project Summary (if applicable)

Number of building lots: 1 school lot 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.):

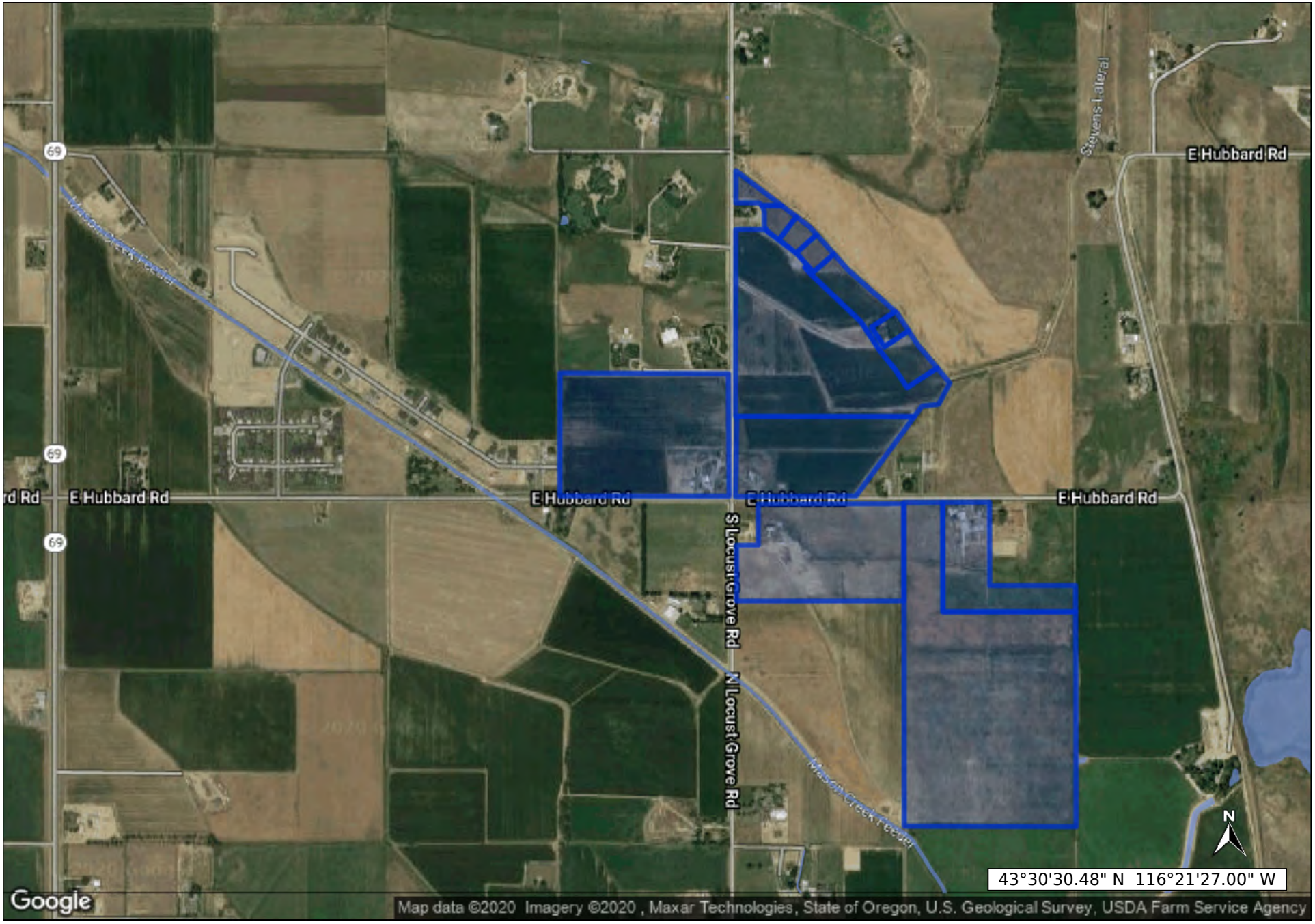
Applicant's Signature: Date:

landproDATA

Patagonia East, Lakes, Ridge

Vicinity Map (updated June 2020)

We Custom Logo Available
Contact us at landproDATA
to add your custom logo here



Jun 08, 2020 - landproDATA.com
Scale: 1 inch approx 1000 feet

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S. LOCUST GROVE RD.
EXISTING HOUSE
E. WASATCH WAY
S. FOX BAY WAY
E. CERRO CATEDRAL DR.
S. TOLHUIN WAY
S. TRELEW WAY
S. CERRO WAY
S. TREVELIN AVE.
S. ALICIA CASTRO WAY
E. EL TURBIO ST.
E. SAGWON ST.
E. RAISON ST.
E. MERINO ST.
POOL
GAZEBO & TOT LOT
S. FALKLAND AVE.
S. DARWIN AVE.
S. SAPPER HILL AVE.
S. GREEN COTTAGE AVE.
S. EGG HARBOR AVE
PUBLIC ALLEY
TOT LOT
E. HUBBARD RD.
E. FITZ ROY ST.
N. LAKE MORENO CT.
N. LIMPET CREEK AVE.
N. LA QUINTA WAY
PROPOSED SCHOOL AREA
E. LANIN ST.
N. EL FOYEL WAY
E. BARILOCHE ST.
N. TEMUCO AVE.
N. RAMSON WAY
E. LOS LAKES ST.
E. LOS LAKES DR.
N. EAGLE RD.
N. VILLA TRAFAL AVE.
SWINGS
PICNIC AREA
E. SPARROW COVE ST.
E. LAKE MASCARDI ST.
E. LAKE RANCO ST.
E. LA LUMA ST.
N. PUCON AVE.

PATAGONIA EAST, RIDGE, LAKES SUBDIVISION
1670 E. HUBBARD ROAD
KUNA, IDAHO 83634

SCALE: 1"=150'-0"

BRECKON landdesign
• Civil Engineering
• Landscape Architecture
• Erosion & Sediment Control
• Graphic Communication
• Irrigation Design
• Land Planning
www.breckonlanddesign.com
Fax: 208-376-6528
Phone: 208-376-5153
6661 North Glenwood Street
Garden City, Idaho 83714

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION - PRELIMINARY PLAT

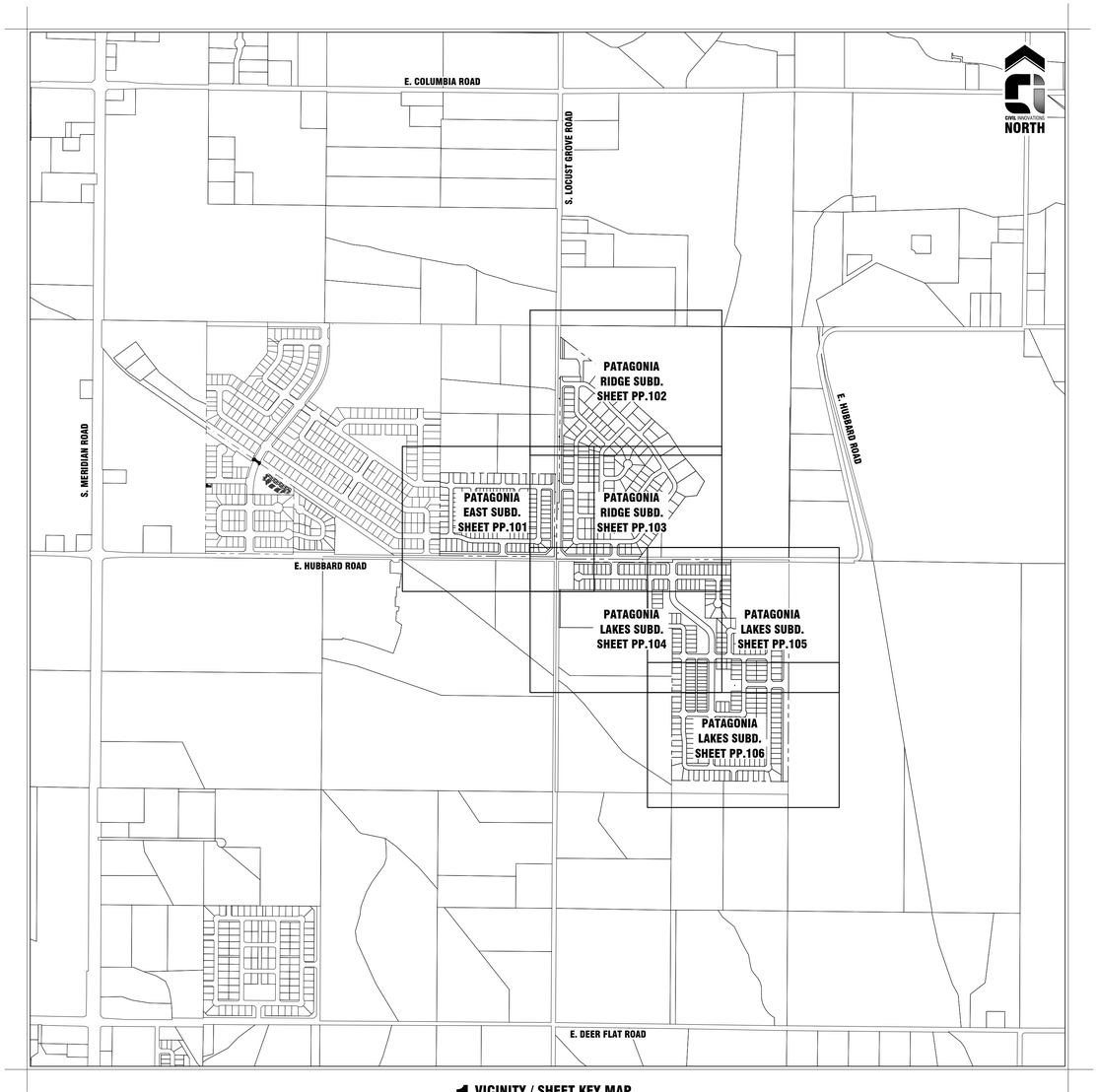
KUNA, IDAHO - 2020

PROPOSED LEGEND

- BOUNDARY LINE
- RIGHT-OF-WAY LINE
- CENTERLINE
- PROPERTY LOT LINE
- PHASE BOUNDARY
- PROPOSED VERTICAL CURB
- PROPOSED ROLLED CURB
- PROPOSED VERTICAL TO ROLLED CURB TRANISITION SECTION
- PROPOSED STREET LIGHT
- DIRECTION OF SURFACE FLOW
- PROPOSED SEEPAGE BED WITH MONITORING WELLS
- PROPOSED DROP INLET
- SD — PROPOSED STORM DRAIN LINE AND MANHOLE
- GIRR — PROPOSED GRAVITY IRRIGATION LINE AND BOX
- PIRR — PROPOSED PRESSURE IRRIGATION LINE AND VALVE
- W — PROPOSED WATER LINE AND VALVE
- PROPOSED FIRE HYDRANT
- SS — PROPOSED SANITARY SEWER LINE AND MANHOLE

EXISTING LEGEND

- EXISTING PROPERTY LOT LINE
- EG — EXISTING EDGE OF GRAVEL
- TOB — EXISTING TOP OF BANK
- TOE — EXISTING TOE OF BANK
- EXISTING DITCH FLOW LINE
- OHP — EXISTING OVERHEAD POWER W/ POLE
- GAS — EXISTING UNDERGROUND GAS
- UGT — EXISTING UNDERGROUND TELEPHONE
- EXISTING FENCE
- EXISTING VERTICAL CURB
- EXISTING ROLLED CURB
- 2750 — EXISTING 5' CONTOUR
- 2749 — EXISTING 1' CONTOUR
- EXISTING DROP INLET
- SD — EXISTING STORM DRAIN LINE AND MANHOLE
- GIRR — EXISTING GRAVITY IRRIGATION LINE
- PIRR — EXISTING PRESSURE IRRIGATION LINE AND VALVE
- W — EXISTING WATER LINE AND VALVE
- EXISTING FIRE HYDRANT
- SS — EXISTING SEWER LINE AND MANHOLE
- EXISTING STREET LIGHT
- EXISTING ROAD SIGN
- EXISTING SPRINKLER BOX
- EXISTING POWER JUNCTION BOX
- EXISTING TELEPHONE RISER
- EXISTING DECIDUOUS TREE
- EXISTING EVERGREEN TREE
- EXISTING GAS MARKER
- EXISTING GAS VALVE



1 VICINITY / SHEET KEY MAP
NOT TO SCALE

2 SHEET INDEX

1 OF 9	PP.100	PRELIMINARY PLAT - TITLE SHEET
2 OF 9	PP.101	PRELIMINARY PLAT - PATAGONIA EAST SUBDIVISION - PLAN VIEW
3 OF 9	PP.102	PRELIMINARY PLAT - PATAGONIA RIDGE SUBDIVISION - PLAN VIEW
4 OF 9	PP.103	PRELIMINARY PLAT - PATAGONIA RIDGE SUBDIVISION - PLAN VIEW
5 OF 9	PP.104	PRELIMINARY PLAT - PATAGONIA LAKES SUBDIVISION - PLAN VIEW
6 OF 9	PP.105	PRELIMINARY PLAT - PATAGONIA LAKES SUBDIVISION - PLAN VIEW
7 OF 9	PP.106	PRELIMINARY PLAT - PATAGONIA LAKES SUBDIVISION - PLAN VIEW
8 OF 9	PP.107	PRELIMINARY PLAT - TYPICAL STREET SECTIONS
9 OF 9	PP.108	PRELIMINARY PLAT - PHASING PLAN

3 CONSTRUCTION CONTACT INFORMATION

ENGINEER
CIVIL INNOVATIONS, PLLC
CONTACT: BEN THOMAS
1043 E. PARK BLVD. STE 101
BOISE, IDAHO 83712
PHONE: (208) 884-8181

DEVELOPER
THE WESTPARK COMPANY, INC.
CONTACT: TAYLOR MERRILL
2463 E. GALA ST, STE 120
MERIDIAN, ID 83642
PHONE:(208) 888-9946

SURVEYOR
LAND SOLUTIONS, PC
CONTACT: CLINT HANSEN
231 E. 5TH AVE. STE A
MERIDIAN, ID 83642
PHONE: (208) 288-2040

4 BENCH MARK AND DATUM DATA

DATUM DATA
HORIZONTAL: NAD 83 (ADJUSTED TO THE ADA COUNTY H.A.R.N SURVEY)
VERTICAL: NAVD 88

5 PRELIMINARY PLAT NOTES

1. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE TEN (10) FEET ADJACENT TO ANY PUBLIC STREET. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
2. UNLESS OTHERWISE DESIGNATED OR DIMENSIONED, THERE SHALL BE A PERMANENT EASEMENT FOR PUBLIC UTILITIES, PRESSURE IRRIGATION, AND LOT DRAINAGE ON FIVE (5) FEET ADJACENT TO SIDE LOT LINES AND ON TEN (10) FEET ADJACENT TO REAR LOT LINES AND EXTERIOR SUBDIVISION BOUNDARIES.
3. NO LOTS WITHIN THIS SUBDIVISION SHALL BE ALLOWED TO TAKE DIRECT ACCESS FROM E. HUBBARD RD., S. LOCUST GROVE RD. OR N. EAGLE RD.
4. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
5. MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.
6. THIS DEVELOPMENT RECOGNIZES IDAHO CODE 22-4503, RIGHT TO FARM ACT, WHICH STATES: NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITION IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT WAS BEGUN OR CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
7. LOT 8, BLOCK 3, LOT 9 AND LOT 11, BLOCK 5, LOTS 1 AND 13, BLOCK 6, LOTS 1 AND 13, BLOCK 7, LOT 12, BLOCK 8, LOT 10, BLOCK 9, LOT 8, BLOCK 10, LOT 1, BLOCK 11, LOTS 1 AND 3, BLOCK 13, LOT 9, BLOCK 17, LOT 6, BLOCK 18, LOT 9, BLOCK 19, LOT 1, BLOCK 20, LOT 1, BLOCK 21, LOT 1, BLOCK 22, LOTS 1, 9 AND 16, BLOCK 23, LOTS 4, 10, AND 17, BLOCK 24, LOTS 1 AND 7, BLOCK 25, LOTS 1, 15, 22 AND 36, BLOCK 26, LOTS 1 AND 8, BLOCK 27, LOTS 1 AND 2, BLOCK 28, LOTS 1 AND 6, BLOCK 29, LOTS 4 AND 9, BLOCK 30, LOT 1, BLOCK 31, LOTS 1 AND 17, BLOCK 32, LOTS 1 AND 10, BLOCK 33, LOTS 1, 10 AND 20, BLOCK 34, LOTS 1 AND 11, BLOCK 35, LOTS 10 AND 17, BLOCK 36, LOTS 1 AND 12, BLOCK 37, AND LOTS 1 AND 25, BLOCK 38, ARE DESIGNATED AS COMMON AREA LOTS TO BE OWNED AND MAINTAINED BY THE PATAGONIA EAST SUBDIVISION HOMEOWNERS ASSOCIATION, OR IT'S ASSIGNS. ALL OTHER LOTS IN THIS SUBDIVISION ARE FOR SINGLE FAMILY DWELLINGS. THIS OWNERSHIP AND MAINTENANCE COMMITMENT MAY NOT BE DISSOLVED WITHOUT THE EXPRESS CONSENT OF THE CITY OF KUNA. THE PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR PAYMENT OF IRRIGATION ASSESSMENTS. IN THE EVENT PATAGONIA EAST SUBDIVISION HOMEOWNERS ASSOCIATION FAILS TO PAY ASSESSMENTS, EACH RESIDENTIAL LOT IS RESPONSIBLE FOR A FRACTIONAL SHARE OF THE ASSESSMENT.
8. MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
9. PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM CITY OF KUNA.
10. BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR PATAGONIA EAST SUBDIVISION.

6 PRELIMINARY PLAT DATA

TOTAL ACRES	**173.80 AC**
PUBLIC RIGHT-OF-WAY	41.09 AC
SINGLE-FAMILY RESIDENTIAL AREA	103.88 AC
OPEN SPACE/COMMON LOT AREA	19.03 AC
FUTURE SCHOOL SITE	9.80 AC
TOTAL LOTS	**616**
SINGLE-FAMILY RESIDENTIAL LOTS	561
OPEN SPACE/COMMON LOTS	54
SCHOOL LOT	1
TOTAL OPEN SPACE	**28.83 AC**
SCHOOL LOT	9.80 AC
COMMON AREAS	19.03 AC
OPEN SPACE PERCENTAGE	16.59%
QUALIFIED OPEN SPACE	**21.93 AC**
SCHOOL LOT	9.80 AC
USABLE LANDSCAPING	12.13 AC
QUALIFIED OPEN SPACE PERCENTAGE	12.62%

ZONING	
EXISTING: RR	PROPOSED: R-4, R-6 AND R-8
MINIMUM LOT SIZE (SF)	4,163 SF
SINGLE FAMILY	
AVERAGE LOT SIZE	8,066 SF
SINGLE FAMILY	
RESIDENTIAL DENSITY (Du/Ac)	
RESIDENTIAL GROSS DENSITY	3.23

GENERAL INFORMATION
IRRIGATION DISTRICT: BOISE KUNA IRRIGATION DISTRICT, NEW YORK IRRIGATION DISTRICT
SCHOOL DISTRICT: KUNA
FIRE DISTRICT: KUNA
SEWER PROVIDER: CITY OF KUNA
WATER PROVIDER: CITY OF KUNA

CIVIL INNOVATIONS, PLLC
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BOISE, ID 83712
PHONE: (208) 884-8181
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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION
KUNA, IDAHO

PRELIMINARY PLAT - TITLE SHEET

PROJECT NO.	19-1202-PE-
DWG FILE	PP.100
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.100
SHEET 1 OF 9

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KUNA, IDAHO

PRELIMINARY PLAT - PATAGONIA EAST SUBDIVISION - PLAN VIEW

PROJECT NO.	19-1202-PE-
DWG FILE	PP.101
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.101
SHEET 2 OF 9

NORTH

80 40 0 80 160
HORIZONTAL SCALE IN FEET

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	48.51'	85.00'	32°41'56"	S15°51'04"E	48.51'
C2	95.65'	115.00'	47°39'27"	N23°19'50"W	95.65'

MATCH LINE - SEE SHEET PP.103

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	REVISIONS		

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION
KUNA, IDAHO

PRELIMINARY PLAT - PATAGONIA RIDGE SUBDIVISION - PLAN VIEW

PROJECT NO.	19-1202-PE-
DWG FILE	PP.102
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.102
SHEET 3 OF 9

D:\Civil Innovations Projects\2019\19-1202-PE PATAGONIA EAST\200 - Construction Drawings\204 - Preliminary Plat\19-1202-PE-PREPLAT.dwg

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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION

KUNA, IDAHO

PRELIMINARY PLAT - PATAGONIA RIDGE SUBDIVISION - PLAN VIEW

PROJECT NO.	19-1202-PE-
DWG FILE	PP.103
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.103
SHEET 4 OF 9

D:\Civil Innovations Projects\2019\19-1202-PE PATAGONIA EAST\200 - Construction Drawings\204 - Preliminary Plat\19-1202-PE-PREPLAT.dwg

PATAGONIA RIDGE SUBDIVISION
SEE SHEETS PP.102 AND PP.103

PATAGONIA EAST SUBDIVISION
SEE SHEET PP.101

MATCH LINE - SEE SHEET PP.105

MATCH LINE - SEE SHEET PP.106

CIVIL INNOVATIONS NORTH

80 40 0 80 160
HORIZONTAL SCALE IN FEET

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NO.	DESCRIPTION	BY	DATE
REVISIONS			

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION
KUNA, IDAHO

PRELIMINARY PLAT - PATAGONIA LAKES SUBDIVISION - PLAN VIEW

PROJECT NO.	19-1202-PE-
DWG FILE	PP.104
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.104
SHEET 5 OF 9

D:\Civil Innovations Projects\2019\19-1202-PE PATAGONIA EAST\200 - Construction Drawings\204 - Preliminary Plat\19-1202-PE-PREPLAT.dwg

NORTH

80 40 0 80 160
HORIZONTAL SCALE IN FEET

MATCH LINE - SEE SHEET PP.104

MATCH LINE - SEE SHEET PP.106

E. HUBBARD RD.
659.92' S89°47'24"E
660'
33.00' N0°19'01"E
660.23' S89°41'33"E
664.17' S0°17'23"W

N. LA QUINTA WAY
N. LIMPET CREEK AVE.
N. EL FOYEL WAY
N. LAKE MORENO CT.
N. TEMUCO AVE.
N. RAWSON AVE.
N. EAGLE RD.
N. VILLA TRAFAL AVE.
PUBLIC ALLEY

E. FITZ ROY ST.
E. LANIN ST.
E. LOS LAKES ST.
E. BARILOCHE ST.
E. SPARROW COVE ST.

BLOCK 22 — 14,457 SF
BLOCK 24 — 5 — 6,301 SF; 17 — 90,875 SF
BLOCK 25 — 3 — 5,250 SF; 4 — 5,250 SF; 5 — 5,250 SF; 6 — 6,300 SF
BLOCK 26 — 22 — 106,681 SF
BLOCK 27 — 4 — 7,200 SF
BLOCK 28 — 8 — 7,080 SF
BLOCK 29 — 3 — 6,608 SF
BLOCK 30 — 9 — 94,900 SF
BLOCK 31 — 15,561 SF
BLOCK 32 — 11
BLOCK 33 — 4 — 6,930 SF

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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

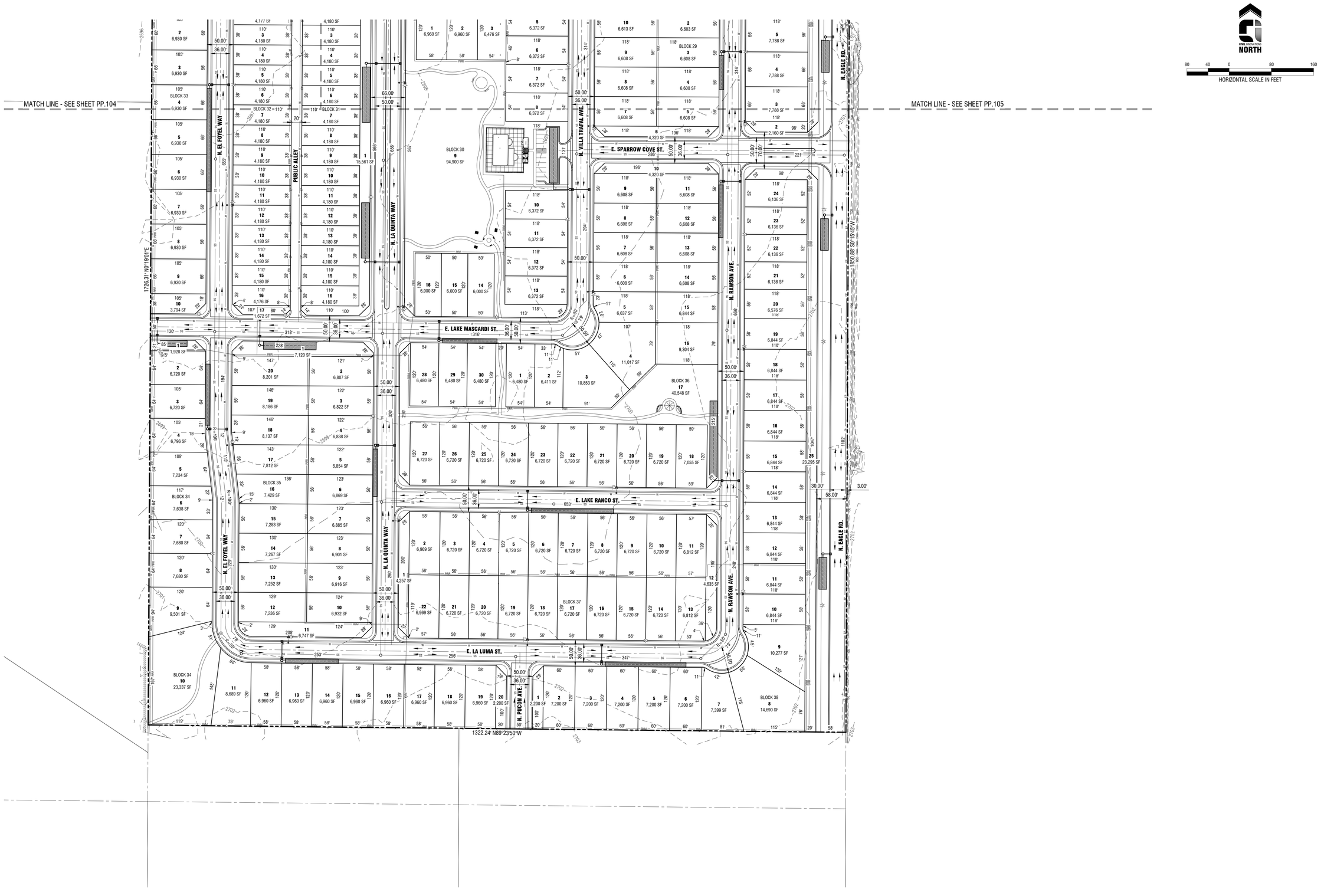
PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION
KUNA, IDAHO

PRELIMINARY PLAT - PATAGONIA LAKES SUBDIVISION - PLAN VIEW

PROJECT NO.	19-1202-PE-
DWG FILE	PP.105
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.105
SHEET 6 OF 9

D:\Civil Innovations Projects\2019\19-1202-PE PATAGONIA EAST\200 - Construction Drawings\204 - Preliminary Plat\19-1202-PE-PREPLAT.dwg



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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION

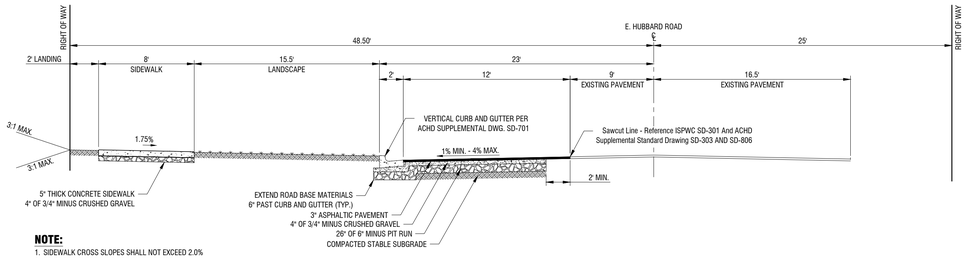
KUNA, IDAHO

PRELIMINARY PLAT - PATAGONIA LAKES SUBDIVISION - PLAN VIEW

PROJECT NO.	19-1202-PE-
DWG FILE	PP.106
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

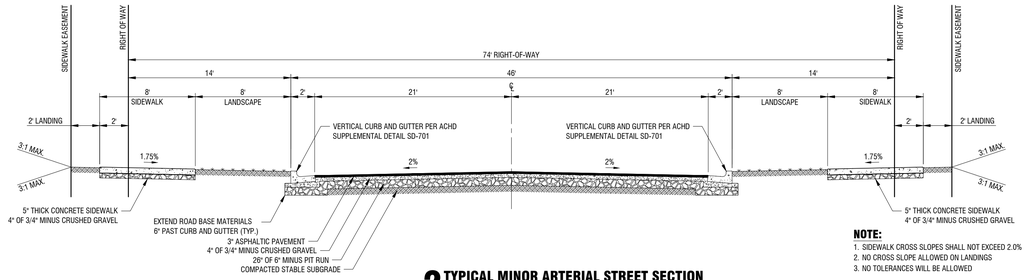
PP.106

SHEET 7 OF 9



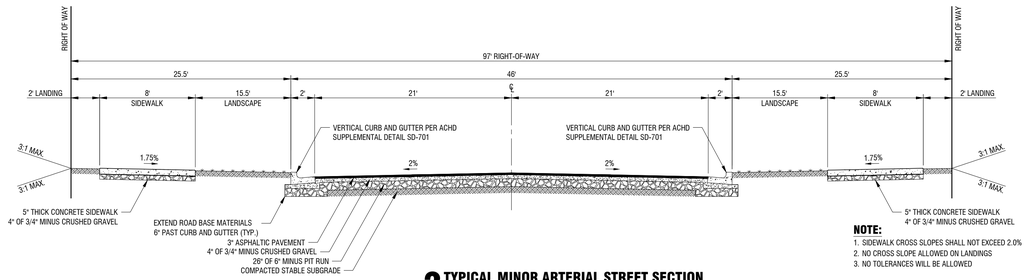
NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

1 TYPICAL MINOR ARTERIAL STREET SECTION
NOT TO SCALE - E. HUBBARD ROAD (WEST OF S. LOCUST GROVE)



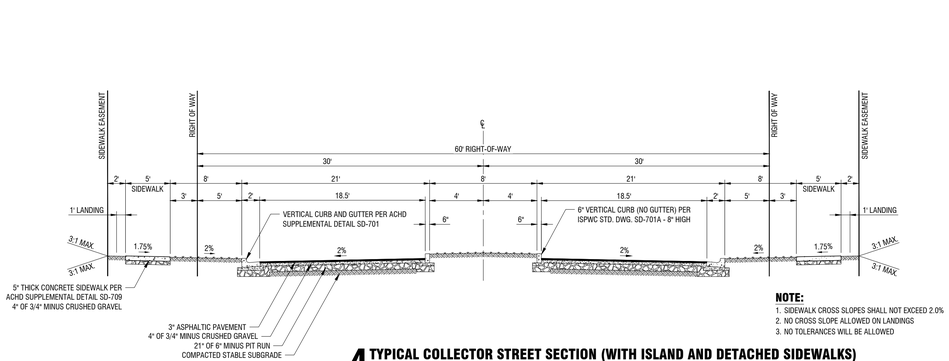
NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

2 TYPICAL MINOR ARTERIAL STREET SECTION
NOT TO SCALE - E. HUBBARD ROAD (EAST OF S. LOCUST GROVE)



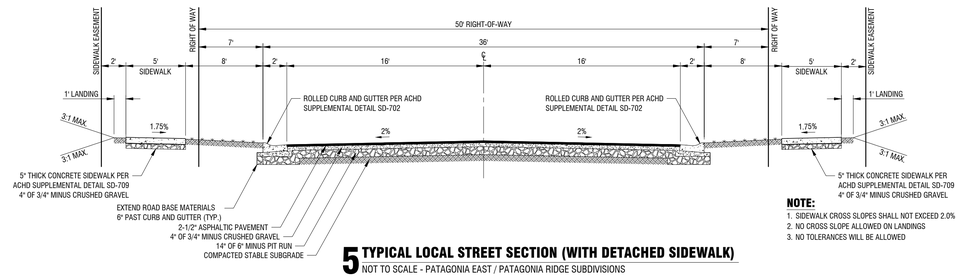
NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

3 TYPICAL MINOR ARTERIAL STREET SECTION
NOT TO SCALE - S. LOCUST GROVE



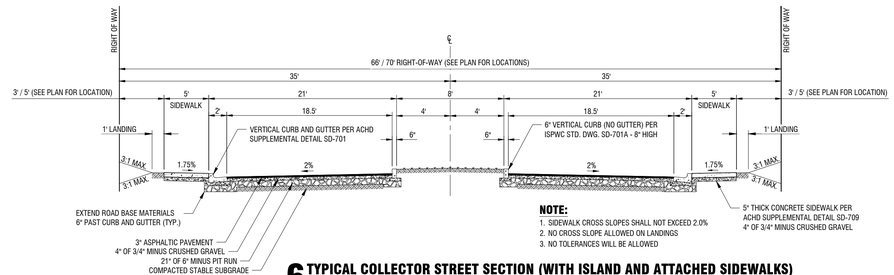
NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

4 TYPICAL COLLECTOR STREET SECTION (WITH ISLAND AND DETACHED SIDEWALKS)
NOT TO SCALE - PATAGONIA EAST / PATAGONIA RIDGE SUBDIVISIONS



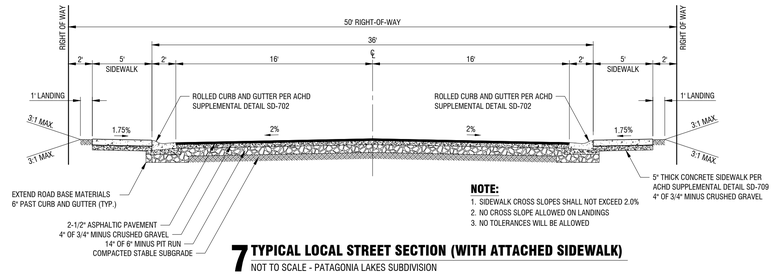
NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

5 TYPICAL LOCAL STREET SECTION (WITH DETACHED SIDEWALK)
NOT TO SCALE - PATAGONIA EAST / PATAGONIA RIDGE SUBDIVISIONS



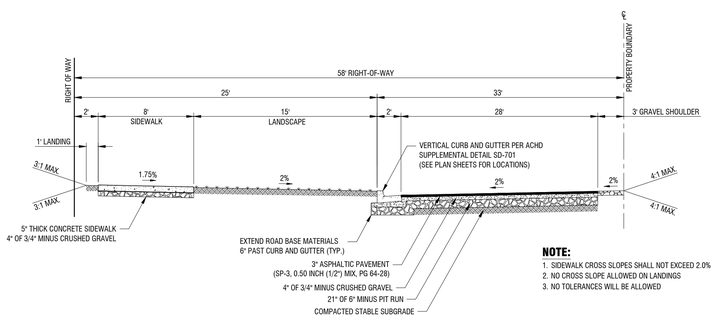
NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

6 TYPICAL COLLECTOR STREET SECTION (WITH ISLAND AND ATTACHED SIDEWALKS)
NOT TO SCALE - PATAGONIA LAKES SUBDIVISION



NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

7 TYPICAL LOCAL STREET SECTION (WITH ATTACHED SIDEWALK)
NOT TO SCALE - PATAGONIA LAKES SUBDIVISION



NOTE:
1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%
2. NO CROSS SLOPE ALLOWED ON LANDINGS
3. NO TOLERANCES WILL BE ALLOWED

8 TYPICAL COLLECTOR HALF-STREET SECTION
NOT TO SCALE - N. EAGLE ROAD

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Benjamin P. Thomas 05/19/2020

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NO.	DESCRIPTION	BY	DATE
REVISIONS			

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION
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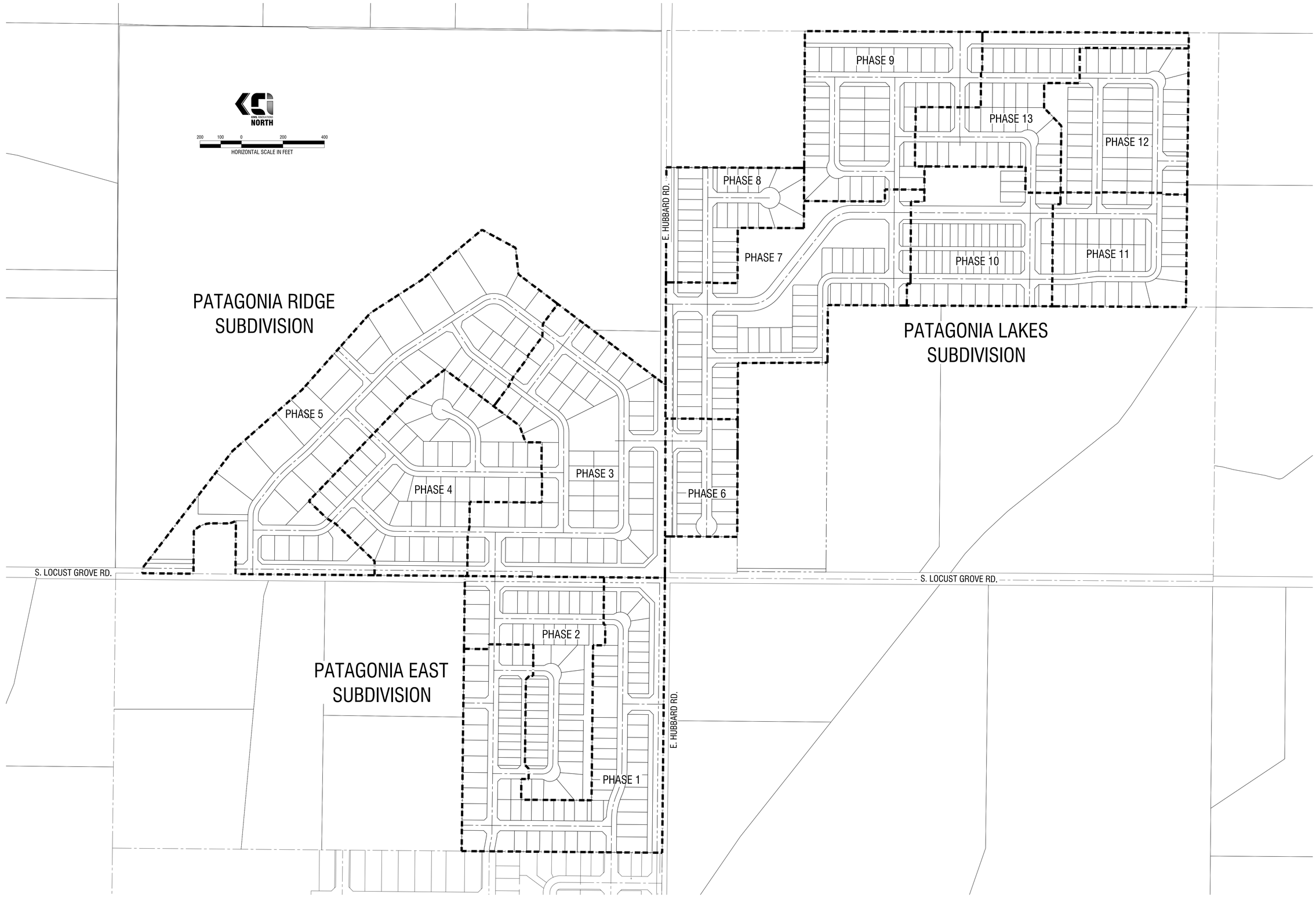
PRELIMINARY PLAT - TYPICAL STREET SECTIONS

PROJECT NO.	19-1202-PE-
DWG FILE	PP.107
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.107
SHEET 8 OF 9



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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

PATAGONIA EAST, RIDGE AND LAKES SUBDIVISION
KUNA, IDAHO

PRELIMINARY PLAT - PHASING PLAN

PROJECT NO.	19-1202-PE-
DWG FILE	PP.108
DESIGNED BY	BT
DRAWN BY	JTA
CHECKED BY	BT
ISSUE DATE	05/19/20
HORIZ. SCALE	AS SHOWN
VERT. SCALE	AS SHOWN

PP.108
SHEET 9 OF 9

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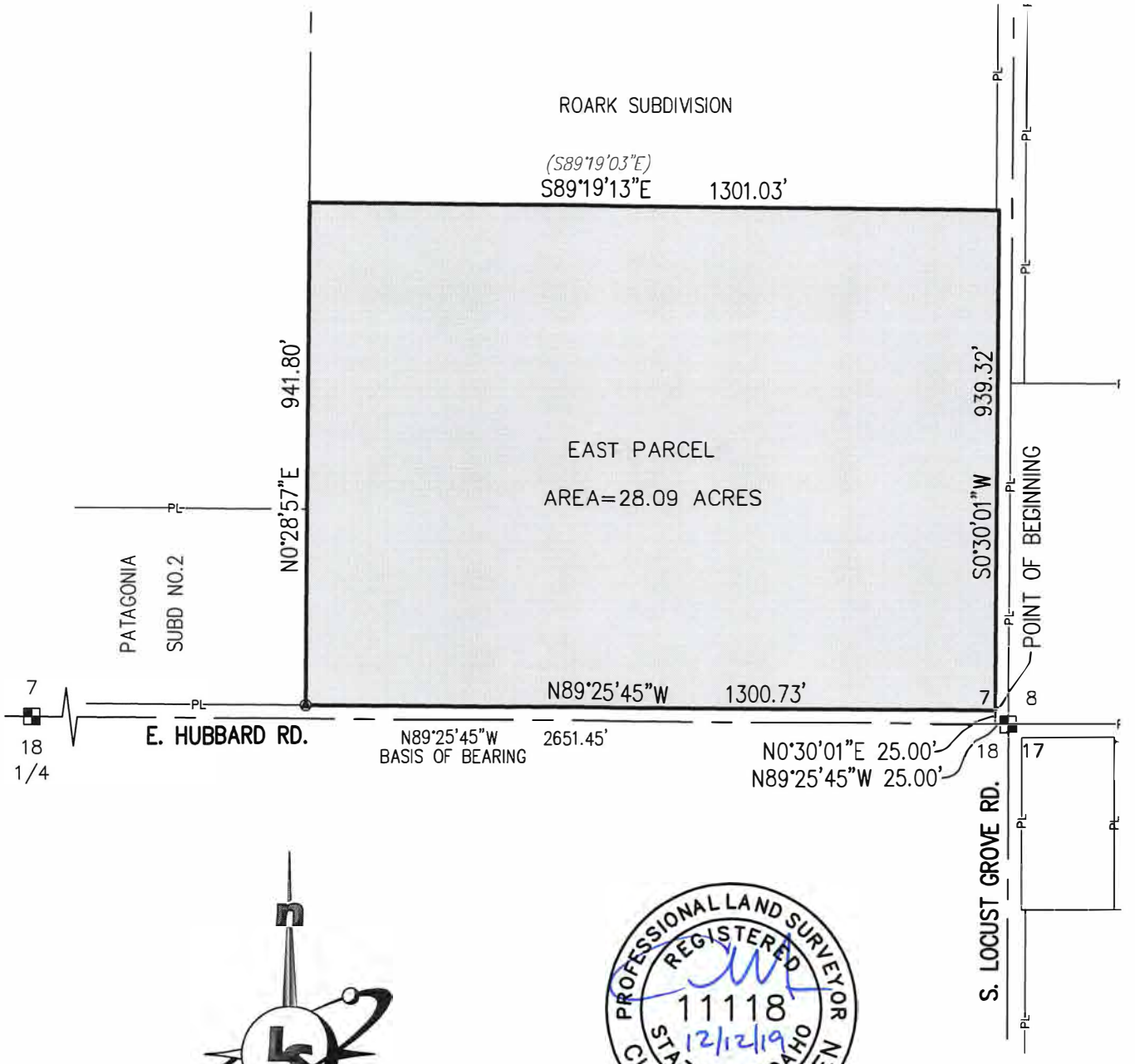
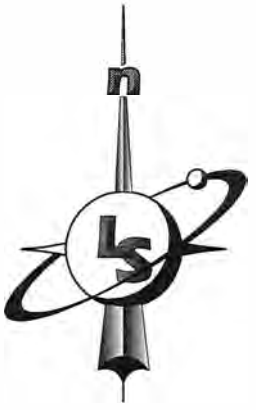
PATAGONIA

EAST PARCEL

LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 7, T.2N., R.1E., B.M., ADA COUNTY, IDAHO





0 150 300 600

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 16-93

Legal Description
Patagonia East Parcel

A parcel located in the SE ¼ of the SE ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of said Section 7, from which an Aluminum Cap monument marking the southwest corner of the SE ¼ of said Section 7 bears N 89°25'45" W a distance of 2651.45 feet;

Thence N 89°25'45" W along the southerly boundary of said SE ¼ a distance of 25.00 feet to a point;

Thence leaving said southerly boundary N 0°30'01" E a distance of 25.00 feet to a point on the northerly right-of-way of E. Hubbard Road, the **POINT OF BEGINNING**;

Thence N 89°25'45" W along said northerly right-of-way a distance of 1300.73 feet to a 5/8 inch diameter iron pin on the westerly boundary of said SE ¼ of the SE ¼;

Thence N 0°28'57" E along said westerly boundary a distance of 941.80 feet to the southwesterly corner of Roark Subdivision, as shown in Book 76 of Plats on Pages 7884 and 7885, records of Ada County, Idaho;

Thence along the southerly boundary of said Roark Subdivision and the extension thereof S 89°19'13" E a distance of 1301.03 feet (formerly S 89°19'03" E, 1300.94 feet) to a point on the westerly right-of-way of S. Locust Grove Road;

Thence leaving said boundary and along said right-of-way S 0°30'01" W a distance of 939.32 feet to the **POINT OF BEGINNING.**

This parcel contains 28.09 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
December 12, 2019

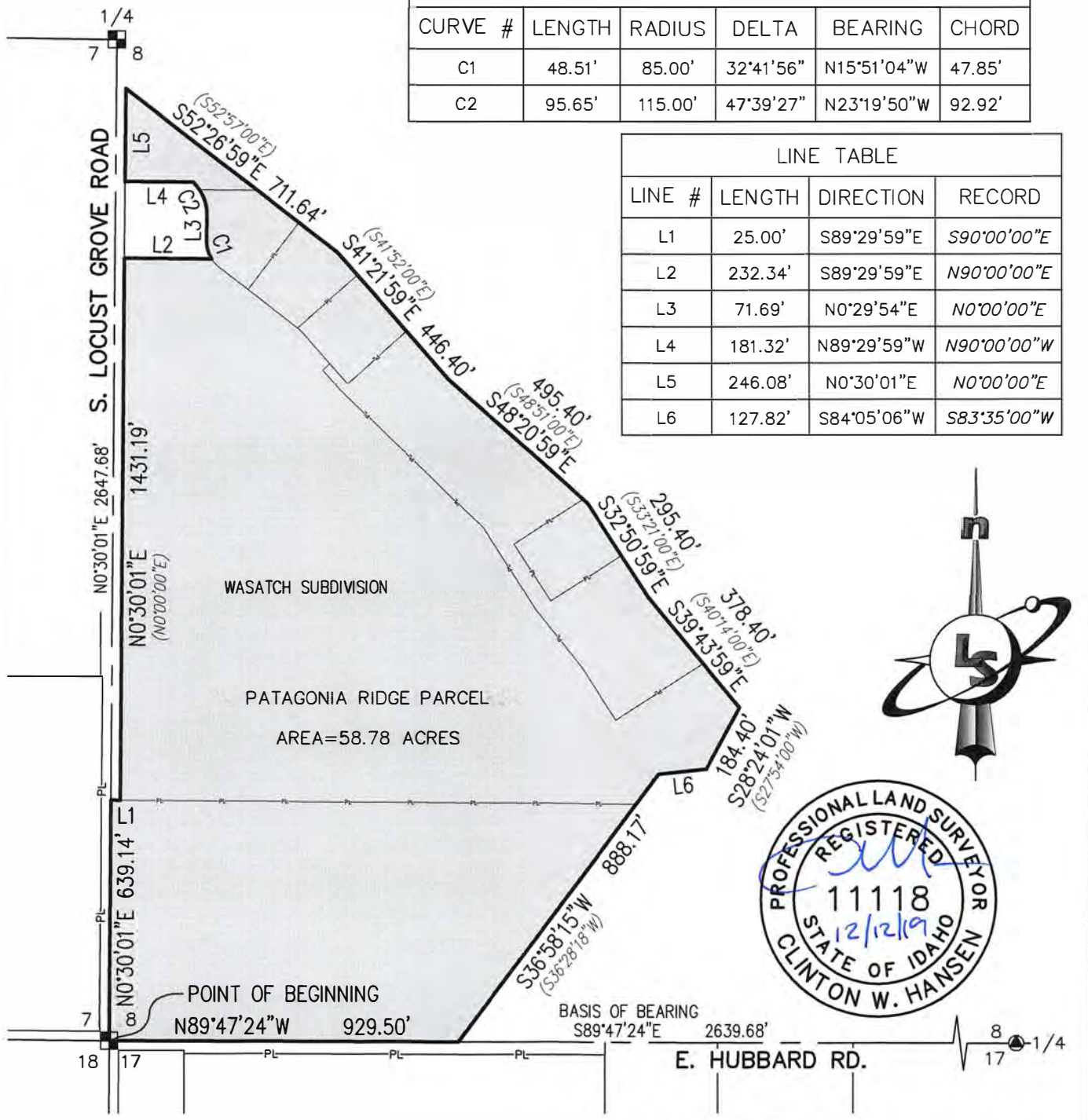
PATAGONIA

RIDGE PARCEL

LOCATED IN THE SW 1/4 OF SECTION 8, T.2N., R.1E., B.M., ADA COUNTY, IDAHO

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	48.51'	85.00'	32°41'56"	N15°51'04"W	47.85'
C2	95.65'	115.00'	47°39'27"	N23°19'50"W	92.92'

LINE TABLE			
LINE #	LENGTH	DIRECTION	RECORD
L1	25.00'	S89°29'59"E	S90°00'00"E
L2	232.34'	S89°29'59"E	N90°00'00"E
L3	71.69'	N0°29'54"E	N0°00'00"E
L4	181.32'	N89°29'59"W	N90°00'00"W
L5	246.08'	N0°30'01"E	N0°00'00"E
L6	127.82'	S84°05'06"W	S83°35'00"W



PROFESSIONAL LAND SURVEYOR
REGISTERED
11118
12/12/19
STATE OF IDAHO
CLINTON W. HANSEN

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 16-93

Legal Description
Patagonia Ridge Parcel

A parcel being a portion of Wasatch Subdivision, as shown in Book 104 of Plats on Pages 14111 through 14113, records of Ada County, Idaho and a portion of the SW ¼ of Section 8, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

BEGINNING at an Aluminum Cap monument marking the southwest corner of said Section 8, from which a 5/8 inch diameter iron pin marking the southeast corner of the SW ¼ of said Section 8 bears S 89°47'24" E a distance of 2639.68 feet;

Thence N 0°30'01" E along the westerly boundary of said SW ¼ a distance of 639.14 feet to the southwesterly corner of Wasatch Subdivision, as shown in Book 104 of Plats on Pages 14111 through 14113, records of Ada County, Idaho;

Thence leaving said westerly boundary and along the southerly boundary of said Wasatch Subdivision S 89°29'59" E (formerly S 90°00'00" E) a distance of 25.00 feet to a point on the easterly right-of-way of S. Locust Grove Road;

Thence N 0°30'01" E along said right-of-way, and being partially along the westerly boundary of said Wasatch Subdivision (formerly shown as N0°00'00" E) a distance of 1431.19 feet to point to point marking the southwest corner of Lot 2, Block 1 of said Wasatch Subdivision;

Thence leaving said right-of-way and along the boundary of said Lot 2 the following courses and distances:

Thence S 89°29'59" E (formerly N 90°00'00" E) a distance of 232.34 feet to a point marking the southeast corner of said Lot 2;

Thence a distance of 48.51 feet (formerly 48.50 feet) along the arc of an 85.00 foot radius non-tangent curve right, said curve having a central angle of 32°41'56 (formerly 32°41'40") and a long chord bearing N 15°51'04" W a distance of 47.85 feet (formerly N 16°20'50" W, 47.84 feet) to a point of tangency;

Thence N 0°29'54" E (formerly N 0°00'00" E) a distance of 71.69 feet to a point of curvature;

Thence a distance of 95.65 feet along the arc of a 115.00 foot radius curve left, said curve having a central angle of 47°39'27 and a long chord bearing N 23°19'50" W (formerly N 23°49'43" W) a distance of 92.92 feet to a point marking the northeast corner of said Lot 2;

Thence N 89°29'59" W a distance of 181.32 feet (formerly N 90°00'00" W, 181.33 feet) to a point on the easterly right-of-way of S. Locust Grove Road;

Thence along the boundary of said Wasatch Subdivision the following courses and distances:

Thence along said right-of-way N 0°30'01" E (formerly N 0°00'00 E) a distance of 246.08 feet to the northwesterly corner of said Wasatch Subdivision;

Thence leaving said right-of-way S 52°26'59" E (formerly S 52°57'00" E) a distance of 711.64 feet to a point;

Thence S 41°21'59" E (formerly S 41°52'00" E) a distance of 446.40 feet to a point;

Thence S 48°20'59" E (formerly S 48°51'00" E) a distance of 495.40 feet to a point;

Thence S 32°50'59" E (formerly S 33°21'00" E) a distance of 295.40 feet to a point;

Thence S 39°43'59" E (formerly S 40°14'00" E) a distance of 378.40 feet to a point;

Thence S 28°24'01" W (formerly S 27°54'00" W) a distance of 184.40 feet to a point;

Thence S 84°05'06" W a distance of 127.82 feet (formerly S 83°35'00" W, 127.81 feet) to a point;

Thence S 36°58'15" W a distance of 888.17 feet, partially along the boundary of said Wasatch Subdivision (formerly shown as S 36°28'18" W thereon) and continuing beyond said subdivision to a point on the southerly boundary of the SW ¼ of said Section 8;

Thence along said southerly boundary N 89°47'24" W a distance of 929.50 feet to the **POINT OF BEGINNING.**

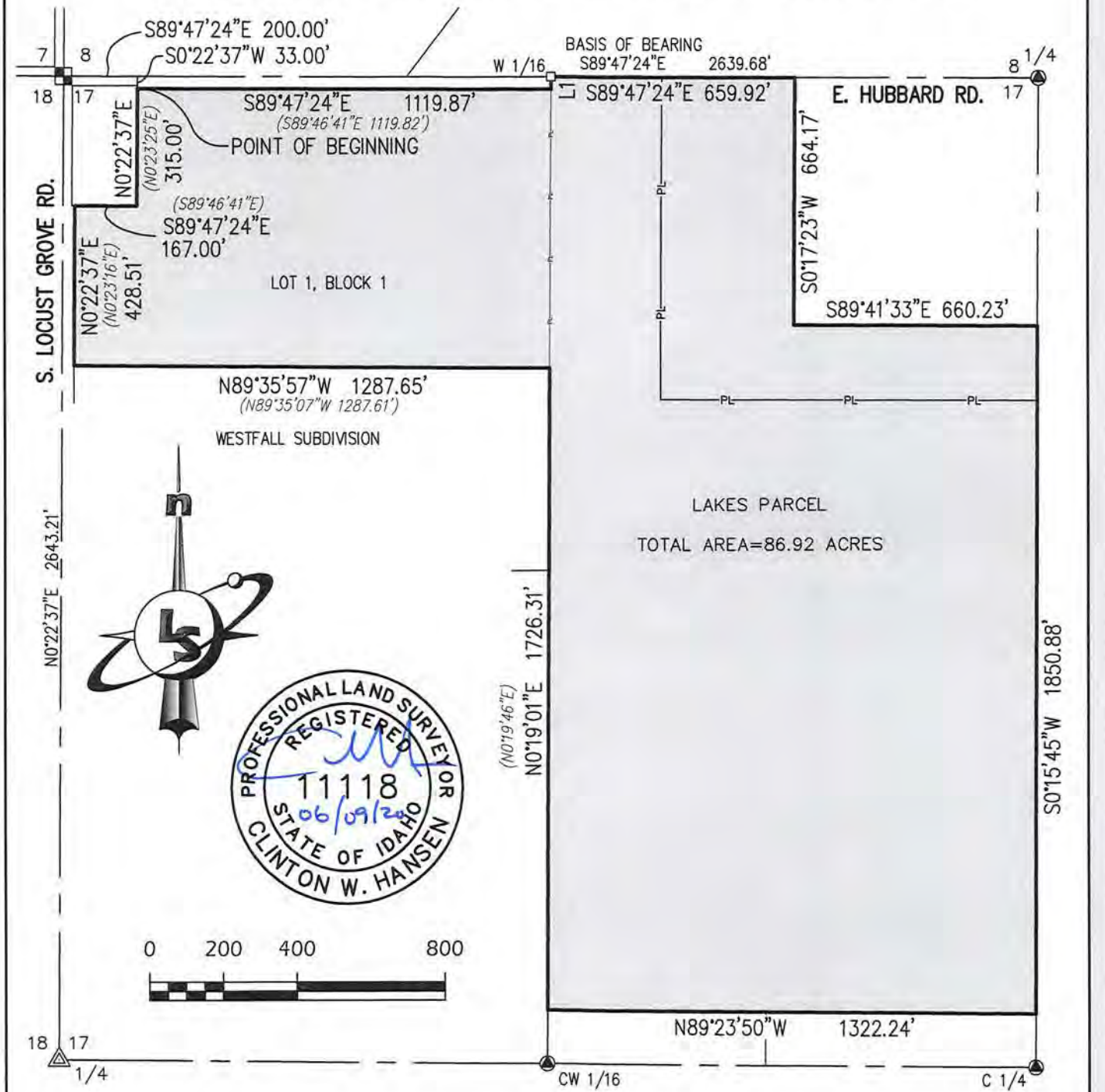
This parcel contains 58.78 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
December 12, 2019

PATAGONIA EAST

LAKES PARCEL

LOCATED IN THE NW 1/4 OF SECTION 17, T.2N., R.1E., B.M., ADA COUNTY, IDAHO



LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	33.00'	N0°19'01"E

LandSolutions
Land Surveying and Consulting
231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 288-2040 (208) 288-2557 fax
www.landsolutions.biz

JOB NO. 16-93

Legal Description
Patagonia East - Lakes Parcel

A parcel being Lot 1 of Block 1 of Westfall Subdivision, as shown in Book 81 of Plats on Pages 8726 and 8727, records of Ada County, Idaho, and a portion of the NW ¼ of Section 17, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of said Section 17, from which a 5/8 inch diameter iron pin marking the northeast corner of the NW ¼ of said Section 17 bears S 89°47'24" E a distance of 2639.68 feet;

Thence S 89°47'24" E along the northerly boundary of said NW ¼ a distance of 200.00 feet to a point;

Thence leaving said boundary S 0°22'37" W a distance of 33.00 feet to the northwesterly corner of said Lot 1, the **POINT OF BEGINNING**;

Thence along the northerly boundary of said Lot 1 S 89°47'24" E a distance of 1119.87 feet (formerly S 89°46'41" E, 1119.82 feet) to the northeasterly corner of said Lot 1;

Thence leaving the boundary of said Lot 1 N 0°19'01" E a distance of 33.00 feet to the northwest corner of the E ½ of the NW ¼ of said Section 17;

Thence along the northerly boundary of said E ½ of the NW ¼ S 89°47'24" E a distance of 659.92 feet to point;

Thence leaving said northerly boundary S 0°17'23" W a distance of 664.17 feet to a point;

Thence S 89°41'33" E a distance of 660.23 feet to a point on the easterly boundary of said E ½ of the NW ¼;

Thence along said easterly boundary S 0°15'45" W a distance of 1850.88 feet to a point;

Thence leaving said easterly boundary N 89°23'50" W a distance of 1322.24 feet to a point on the westerly boundary of said E ½ of the NW ¼, also being the easterly boundary of said Westfall Subdivision;

Thence along said boundary N 0°19'01" E (formerly N 0°19'46" E) a distance of 1726.31 feet to the southeasterly corner of Lot 1 of Block 1 of said Westfall Subdivision;

Thence along the southerly and westerly boundary of said Lot 1 the following courses and distances:

Thence N 89°35'57" W a distance of 1287.65 feet (formerly N 89°35'07" W, 1287.61 feet) to the southwesterly corner of said Lot 1;

Thence N 0°22'37" E (formerly N 0°23'16" E) a distance of 428.51 feet to a point;

Thence S 89°47'24" E (formerly S 89°46'41" E) a distance of 167.00 feet to a point;

Thence along N 0°22'37" E (formerly N 0°23'25" E) a distance of 315.00 feet to the **POINT OF BEGINNING.**

This parcel contains 86.92 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
Revised: June 9, 2020

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

Paul A. Stevens, P.E.
Kuna City Engineer

MEMORANDUM

Date: **23 January 2020**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Patagonia Ridge, Patagonia East, & Patagonia Lakes (Patagonia R.E.L.) 19-14-AN, 19-09-ZC, 19-11-S**

The Patagonia Ridge, Patagonia East, & Patagonia Lakes Subdivisions 19-14-AN, 19-09-ZC, 19-11-S dated 2 February 2020 has been reviewed. The application provides a narrative explaining the developers vision for the subdivisions, vicinity maps, legal descriptions with exhibits, and a preliminary lot layout. These comments apply to the preliminary plat, annexation request, and proposed zoning as they affect public works infrastructure. Landscaping, population density, parking requirements, emergency access, pedestrian and vehicular traffic and similar topics in the proposed zones are evaluated by the Planning and Zoning Department. Review and evaluation of civil design drawings is accomplished separately, when received.

These comments may be expanded or refined based on future land-use actions. The following comments apply considering current, effective requirements:

1. **General**
   a. The Patagonia R.E.L. site is approximately 163.60 acres and is currently zoned RR (ADA County Zone, Rural Residential).
   b. Rezone requests:
      a. R-4, R-6, & R-8 zones are requested. However, the locations of these zones are approximate.
   c. Equivalent Dwelling Units (EDU) are reckoned at approximately 3.18 people per household. Total lots are listed as 574. The resultant projected population increase for this subdivision group is approximately 1,825.
   d. A commensurate impact to traffic volumes and densities will follow.
   e. Access to Patagonia R.E.L. is from E. Hubbard Road and N. Locust Grove Road.
   f. Areas for outside activities shall be incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be incorporated into the project.
   g. Provide engineering certification on all final engineering drawings.

2. **Inspection Fees**
   a. An inspection fee will be levied for City inspection of water, sewer and irrigation facilities constructed in associated with this development. The current inspection fee is $1.00 per lineal foot of pressure irrigation,

sewer, and water mainline pipe. Payment is due and payable prior to City's approval of final construction plans. Site work shall not begin until all fees are paid.

b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. IDAPA 10.01.02 lists the professional engineer's project responsibilities.
c. The developer's engineer and the City's inspector are encouraged to coordinate inspections.

3. Right-of-Way & Easements

a. The Kuna Fire Department shall review all road configurations to verify fire truck access and at least two entrances/exits.
b. Patagonia R.E.L. will impact travel on E. Hubbard and S. Locust Grove Roads.
a. All street construction must meet or exceed ACHD and City of Kuna development standards.
b. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
c. Approaches onto classified streets must comply with ACHD and City of Kuna approach policies.
d. Sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
e. Easements shall be provided for all city mainlines crossing proposed lots, running along the back of lots and sides of lots, that allow the City of Kuna to access and maintain the utilities.
f. All mainlines owned by the development shall be placed in easements large enough to allow maintenance and repairs.

4. Sanitary Sewer

a. This application shall conform to the sewer master plan. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.
b. Sewer improvements must meet or exceed the quality requirements of the City of Kuna.
c. The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load as determined by the sewer flow model. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs.
d. Sewer connection fees apply to each lot containing a home or other facility.
e. A sewer flow model will be required to verify adequate sewage management.
f. The Patagonia R.E.L. is within the Patagonia Lift Station sewer basin. The maximum number of sewer connections in this basin was projected at 3.5 EDU per acre. The proposed zoning density of R-8 (up to eight dwelling units per acre) exceeds the projected zoning density.
g. Sewage produced from Patagonia, R.E.L. subdivisions will be conveyed to the Patagonia Lift Station. With the addition of 574 EDU from Patagonia R.E.L. Subdivisions to the Patagonia Lift Station the estimated maximum remaining capacity of Patagonia Lift Station is approximately -264 EDU. Providing service to this subdivision complex will overload Patagonia lift station. This analysis does not consider other subdivisions that are requesting service from this lift station.
h. Sewer flows from this development will add a considerable burden to Patagonia Lift Station. The developer will be requested to participate in an engineered evaluation of Patagonia Lift Station and proposed improvements to expand the lift station & force main capacity.
i. Alternatively, the Patagonia R.E.L. Subdivisions developer may be able to participate in the Mason Trunk Line project that will provide gravity sewer flow for this region.

j. All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality requirements. Documentation shall be provided to the City of Kuna.

5. Irrigation

a. This application shall conform to the Pressure Irrigation Master Plan. The Pressurized Irrigation Master Plan specifies minimum pipe size and supports the "to and through" utility policy.
b. An additional irrigation storage pond and pumping station is needed in the vicinity of Patagonia R.E.L. Subdivisions.
c. Pressurized irrigation flow model will be required to verify adequate pressurized irrigation supply.
d. The applicant's property is not connected to the City's pressurized irrigation system. Relying on drinking water for irrigation purposes conflicts with City Code (6-4-2).
e. Pressurized irrigation fees shall apply to all lots in the subdivisions.
f. Patagonia R.E.L. shall obtain pressurized irrigation by connecting to the City of Kuna's pressurized irrigation system and extending pressurized irritation throughout the subdivision.
g. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
h. Irrigation of Patagonia R.E.L. shall be an extension of the City of Kuna pressurized irrigation system.
i. Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
j. A plan approval letter from local irrigation districts will be necessary if this project affects any local irrigation districts.

6. Potable Water.

a. This application shall conform to the water master plan. The water master plan specifies minimum pipe sizes and supports the "to and through" utility policy.
b. Potable water will be provided to Patagonia R.E.L. by connection to the City of Kuna's potable water system.
c. Improvements must meet or exceed the quality requirements of the City of Kuna
d. A water flow model will be required to verify adequate water supply and fire suppression.
e. Water connection fees apply to each lot containing a home or other facility.
f. Decommission wells as needed, in accordance with Idaho Department of Water Resources (IDWR) requirements. Provide documentation to the City of Kuna.

7. Grading and Storm Drainage

a. 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.
b. 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.
c. All positional information shall be from the state plane coordinate system, latest version.
d. Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
e. State the vertical datum used for elevations on the construction drawings.
f. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
g. The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot line and no steeper than 4:1 for lots with common rear lot lines.

h. Provide a storm water disposal & treatment plan which accounts for increased storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.

i. Runoff from public right-of-way is regulated by ACHD. On site storm water retention (if any) shall be reviewed by the City Engineer in conjunction with the Civil Engineering construction improvements review.

j. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.

8. 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.

9. Property Description

a. The applicant provided a legal description and representative figure of Patagonia R.E.L. with the application.

Project/File: **Patagonia East, Ridge and Lakes Subdivision / KPP18-0004 / 19-13-A & 19-11-S**
The applicant is requesting annexation, zoning, and preliminary plat approval to subdivide 174 acres into 561 single-family residential lots, 53 common lots and 1 school lot.

Lead Agency: City of Kuna

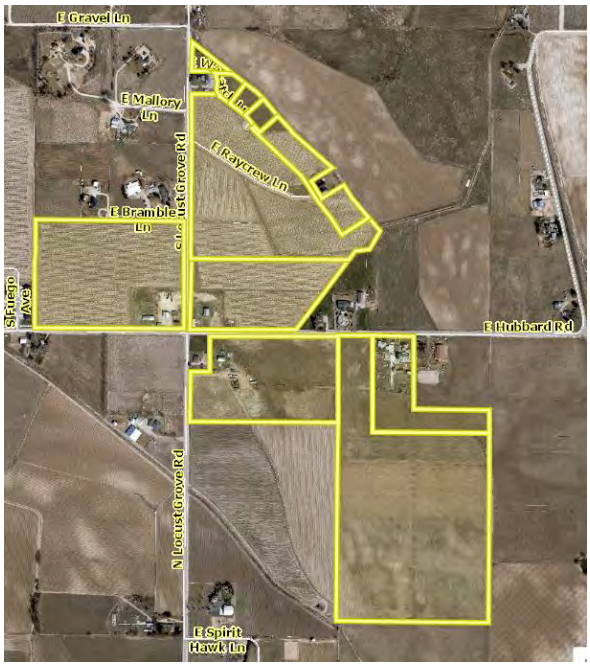
Site Address: Hubbard Road & Locust Grove Road

Staff Approval: August 7, 2020

Applicant: Greg Johnson
Westpark Companies
2463 E. Gala Street #120
Meridian, ID 83642

Representative: Bonnie Layton
WHPacific- NV5
2141 W. Airport Way #104
Boise, ID 83705

Staff Contact: Austin Miller
Phone: (208) 387-6335
E-mail: amiller@achdidaho.org



A. Findings of Fact

1. **Description of Application:** The applicant is requesting annexation, zoning (R-4, R-6 and R-8) and preliminary plat approval to subdivide 174 acres into 561 single-family residential lots, 53 common lots and 1 school lot. The proposed uses are consistent with the City of Kuna's comprehensive plan designations of medium density residential and mixed use.

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

Direction	Land Use	Zoning
North	Rural Residential Zone	RR
South	Rural Residential Zone	RR
East	Rural Residential Zone	RR
West	Rural Residential Zone & Medium-Low Density Residential District (Patagonia Subdivision)	RR & R-6

3. **Site History:** ACHD has previously reviewed a portion of this site along the east side of Locust Grove Road north of Hubbard Road as Wasatch Subdivision in 2006. The requirements differ from those of the prior action to reflect the current site plan and MSM designation for Locust Grove Road

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- Patagonia Subdivision, consisting of 470 single-family residential lots, located immediately west of this site was approved by ACHD in October 2014 and is in various stages of development.
- Merino Cove Subdivision, consisting of 25 single-family residential lots, located in an out-parcel of the Patagonia Subdivision site west of this site, was approved by ACHD in November 2017 and is currently under construction.
- Ledgestone Subdivision, consisting of 253 single-family residential lots, located south of the site, was approved by ACHD in January 2019 and is currently in various stages of development.

5. **Transit:** Transit services are not available to serve this site.
6. **New Center Lane Miles:** The proposed development includes 5 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):**
   - The intersection of Locust Grove Road and Lake Hazel Road is listed in the CIP to be reconstructed as a single-lane roundabout with a westbound right-turn bypass lane between 2026 and 2030.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 5,692 additional vehicle trips per day; 597 additional vehicle trips per hour in the PM peak hour, based on the traffic impact study.
2. **Traffic Impact Study**
   Thompson Engineers, Inc. prepared a traffic impact study for the proposed Patagonia East, Ridge and Lakes Subdivision. Below is an executive summary of the findings **as presented by Thompson Engineers** can be found as attachment 3. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary.
3. **Mitigation**

   a. **Policy:**

   Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

   - Revision to the Phasing Plan to coincide with the District's planning Capital Projects.
   - Reducing the scope and/or scale of the project.

   Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
    - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
    - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.
- Alternative Mitigation may also include:
    - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
    - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that, Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.

b. Staff Comments/Recommendations: The traffic impact study included an analysis of three different phases with the first phase including 201 single family building lots of the 537 total lots proposed. The traffic impact study notes that under 2018 existing background conditions all study area intersections and roadway segments are anticipated to operate at an acceptable level of service. Under phase 1, 2023 background and total traffic conditions one roadway segment, Columbia Road between SH-69 and Locust Grove Road is anticipated to operate at an unacceptable level of service planning threshold as a 2-lane minor arterial roadway.

The traffic impact study notes that phase 1 site traffic is approximately 2.6% of the total PM peak hour traffic Columbia Road between SH 69 and Locust Grove Road. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required to this roadway segment for phase 1.

Under Phase 2, 2030 background and total traffic conditions the TIS notes that the following study area intersections anticipated to operate at an unacceptable level of service planning threshold.

Intersections:

- Columbia Road/SH-69
- Hubbard Road/SH-69
- Locust Grove Road/Columbia Road

- Eagle Road/Columbia Road

Roadway Segments:
- Columbia Road between SH-69 and Locust Grove Road as a 2-lane minor arterial
- Columbia Road between Locust Grove Road and Eagle Road as a 2-lane minor arterial

Under Phase 3, 2038 background and total traffic conditions the TIS notes that the following study area intersections and roadway segments are anticipated to operate at an unacceptable level of service planning threshold.

Intersections:
- Locust Grove/Lake Hazel
- Columbia Road/SH-69
- Hubbard Road/SH-69
- Locust Grove Road/Columbia Road
- Eagle Road/Columbia Road

Roadway Segments:
- Columbia Road between SH-69 and Locust Grove Road as a 2-lane minor arterial
- Columbia Road between SH-69 and Linder Road as a 2-lane minor arterial
- Columbia Road between Locust Grove Road and Eagle Road as a 3-lane minor arterial

The intersections and roadway segments anticipated to exceed ACHD's acceptable level of service thresholds are all located offsite and are not scheduled for improvements in ACHD's IFYWP or CIP, with the exception of the Locust Grove/Lake Hazel intersection.

To verify the assumptions of the traffic impact study and to ensure that improvements are made when warranted; prior to ACHD's signature on the final plat which contains the 202nd lot the applicant should be required to submit an updated traffic impact study to ACHD. At a minimum the updated traffic impact study should include an analysis of the intersections and roadway segments included in the original traffic impact study. The applicant should be required to coordinate the full scope of work for the updated traffic impact study with staff. ACHD may have additional requirements based on the findings at that time. Which may include installation of interim signals, pavement widening, construction of off-site pedestrian improvements, etc. A subsequent traffic impact study update will be required based on the findings and recommendations of the updated traffic impact study. The timing of the second traffic impact study update will be determined at that time.

If it is determined that the necessary improvements are infeasible, then the applicant will be required to recommend alternative mitigation measures for consideration, or as an alternative they may stop platting and wait for ACHD to make improvements.

Ledgestone Subdivision has been required to convert the Locust Grove Road/Hubbard Road intersection to an all-way stop control intersection prior to plan approval and ACHD's signature on the final plat that contains the 225th lot.

The applicant should be required to construct a dedicated southbound right-turn lane on Locust Grove Road at Sagwon Street, when Sagwon Street is constructed to intersect Locust Grove Road.

The applicant is proposing a school lot within the development. A separate traffic impact study, specifically regarding the school, will be required when it is developed in the future.

3. 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
Columbia Rd (SH 69 to Locust Grove Rd)	None	Minor Arterial	377	Better than "E"
Columbia Rd (Locust Grove Rd to Eagle Rd)	None	Minor Arterial	273	Better than "E"
Hubbard Rd (SH 69 to Locust Grove Rd)	1,300-feet	Minor Arterial	53	Better than "E"
Hubbard Rd (Locust Grove Rd to Eagle Rd)	1,425-feet	Minor Arterial	38	Better than "E"
Locust Grove Rd (Lake Hazel Rd to Columbia Rd)	None	Minor Arterial	90	Better than "E"
Locust Grove Rd (Columbia Rd to Hubbard Rd)	2,290-feet	Minor Arterial	94	Better than "E"

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

4. Average Daily Traffic Count (VDT)

- The average daily traffic count for Columbia Road between SH 69 and Locust Grove Road was 4,100 on July 12, 2018.
- The average daily traffic count for Columbia Road between Locust Grove Road and Eagle Road was 3,842 on July 12, 2018.
- The average daily traffic count for Hubbard Road between SH 69 and Locust Grove Road was 770 on October 17, 2018.
- The average daily traffic count for Hubbard Road between Locust Grove Road and Eagle Road was 561 on October 17, 2018.
- The average daily traffic count for Locust Grove Road between Lake Hazel Road and Columbia Road was 1,756 on July 12, 2018.
- The average daily traffic count for Locust Grove Road between Columbia Road and Hubbard Road was 990 on October 17, 2018.

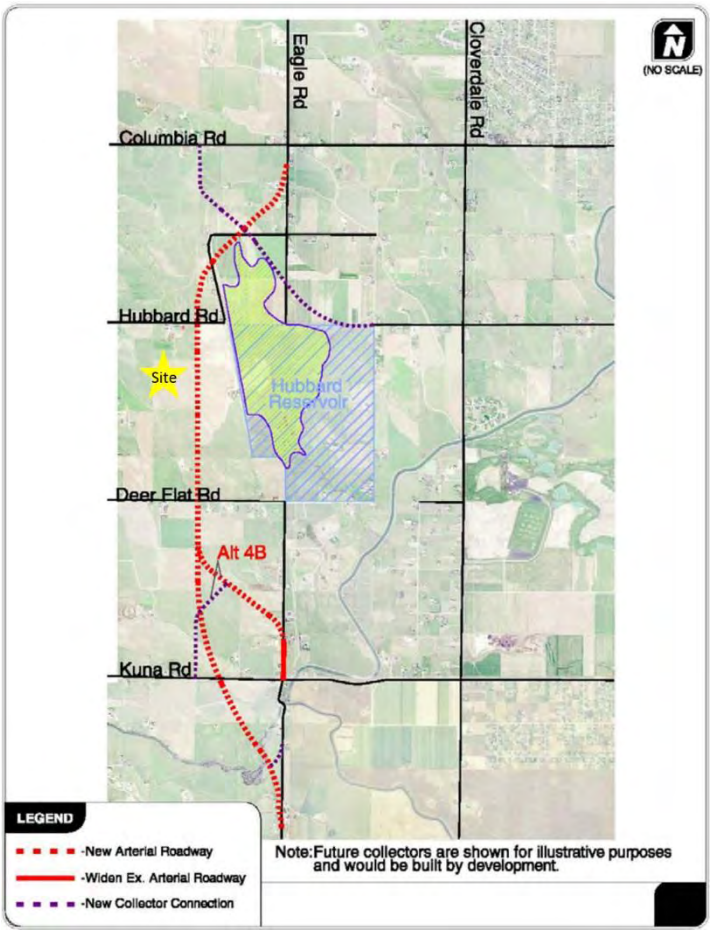
C. Findings for Consideration

1. Southwest Boise Transportation Study – Eagle-Cloverdale Alignment

a. The Southwest Boise Transportation Study (SWBS) is a regional study that identifies future roadway improvements, collector roadway connections, intersection and corridor need in Southwest Boise. The study helps ACHD plan for and accommodate future traffic demand in the Southwest Boise area. The study was created in collaboration with the City of Boise and was adopted by the ACHD Commission in May of 2009.

b. Staff Comments/Recommendations: The Southwest Boise Transportation Study included the Eagle/Cloverdale Alignment plan. The Master Street Map has been updated to include corridor preservation to accommodate the construction of Eagle Road south of Columbia Road as a future 3-lane roadway within 74-feet of right-of-way, consistent with the study.

Eagle/Cloverdale Recommended Alignment



2. Eagle Road

a. Existing Conditions: There are no public streets within the site.

The Eagle Road realignment route as established in the Southwest Boise Transportation Study runs along the east property line of this site.

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

Curb Type and/or Roadside Borrow Ditch Policy: District Policy 7205.5.5 states that where curbs are required to be constructed on arterials, standard vertical curbs are required.

Where curbs are not required the design of the roadside borrow ditch shall be in accordance with the ISPWC standards.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial 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.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Eagle Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 49-foot street section within 74-feet of right-of-way.

c. **Applicant Proposal:** The applicant is proposing to construct Eagle Road as a 33-foot wide street section with vertical curb, gutter and 5-foot wide detached concrete sidewalk on the west side and a 3-foot gravel shoulder on the east side, within 58-feet of right-of-way.

d. **Staff Comments/Recommendations:** The applicant's proposal to construct Eagle Road as a 33-foot wide street section does not meet District policy and should not be approved as proposed.

The applicant should be required to dedicate 58-feet of right-of-way for Eagle Road abutting the site as proposed. The applicant should be required to construct 5-foot wide detached concrete sidewalk for Eagle Road located 2-feet east of the right-of-way line.

Prior to signing the first final plat abutting Eagle Road, the applicant should coordinate with ACHD to determine what roadway improvements are required for Eagle Road abutting the site. Based on the development patterns in the area, ACHD staff will determine if frontage improvements are required or if a road trust should be provided.

The applicant will not be compensated for any improvements or right-of-way dedication along Eagle Road abutting the site, as this street segment is not scheduled for improvements in ACHD's IFYWP or CIP.

3. Hubbard Road

a. **Existing Conditions:** Hubbard Road is improved with 2 travel lanes (26-feet of pavement) and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for Hubbard Road west of Locust Grove Road (25-feet from centerline). The right-of-way for Hubbard Road east of Locust Grove varies from 58-feet to 50-feet (33 to 25-feet from centerline).

b. **Policy:**

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial 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.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. These segments of Hubbard Road and Locust Grove Road are designated in the MSM as Residential Arterials with 3-lanes and on-street bike lanes, 46-foot street sections within 74-feet of right-of-way.

c. Applicant Proposal: The applicant is proposing to improve Hubbard Road west of Locust Grove Road as ½ of a 46-foot street section with vertical curb, gutter, a 15.5-foot wide planter strip and 8-foot wide concrete sidewalk. The applicant is proposing to dedicate right-of-way to total 48.5-feet from centerline for Hubbard Road abutting the site west of Locust Grove Road.

The applicant is proposing to improve Hubbard Road east of Locust Grove Road as ½ of a 46-foot street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide concrete sidewalk. The applicant is proposing to dedicate right-of-way to total 37-feet from centerline and provide a sidewalk easement extending 2-feet past the back edge of sidewalk for Hubbard Road east of Locust Grove Road abutting the site.

d. Staff Comments/Recommendations: Hubbard Road is not centered on the section line and varies between 1 to 2 feet. Consistent with the adjacent developments, frontage improvements and right-of-way dedication along Hubbard Road should be measured from section line abutting the site.

The applicant's proposal to improve Hubbard Road as a 46-foot wide street section with vertical curb, gutter and an 8-foot wide detached concrete sidewalk where the applicant controls both sides of the roadway and as ½ of a 46-foot street section with vertical curb, gutter and detached sidewalks exceed ACHD policy which requires right-of-way dedication, pavement widening and the construction of sidewalks on arterial roadways.

At a minimum, the applicant should be required to improve Hubbard Road west of Locust Grove Road with 17-feet of pavement from section line plus a 3-foot wide gravel shoulder and 5-foot wide concrete sidewalk located 31-feet from section line adjacent to the entire site. Dedicate right-of-way to total 37-feet from section line for Hubbard Road abutting the site west of Locust Grove Road.

If the applicant chooses to improve Hubbard Road west of Locust Grove Road abutting the site as proposed, then it should be improved as a 46-foot street section with vertical curb, gutter, 15.5-foot wide planter strips and 8-foot wide concrete sidewalk where the applicant controls both side of the roadway and as ½ of a 46-foot street section with vertical curb, gutter, a 15.5-foot wide planter strip and 8-foot wide concrete sidewalk where the applicant controls one side of the roadway. The applicant should dedicate right-of-way to total 48.5-feet from section line for Hubbard Road abutting the site west of Locust Grove Road.

At a minimum, the applicant should be required to improve Hubbard Road east of Locust Grove Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder, borrow ditch and 5-foot wide concrete sidewalk located of 31-feet from section line adjacent to the entire site. The applicant should dedicate right-of-way to total 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back edge of sidewalk for all sidewalk located outside the dedicated right-of-way.

If the applicant chooses to improve Hubbard Road east of Locust Grove Road abutting the site as proposed, then it should be improved as ½ of a 46-foot street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide concrete sidewalk. The applicant should dedicate right-of-way to total 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back edge of sidewalk for all sidewalk located outside the dedicated right-of-way.

The applicant will not be compensated for any improvements or right-of-way dedication along Hubbard Road abutting the site, as this roadway is not scheduled for improvements in ACHD's IFYWP or CIP.

4. Locust Grove Road

a. Existing Conditions: Locust Grove Road is improved with 2 travel lanes (26-feet of pavement) and no curb, gutter or sidewalk abutting the site. There is 58-feet of right-of-way for Locust Grove Road south of Hubbard Road (31-feet from centerline). The right-of-way for Locust Grove Road north of Hubbard Road varies from 54 to 63-feet (24 to 30-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master

Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial 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.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. These segments of Hubbard Road and Locust Grove Road are designated in the MSM as Residential Arterials with 3-lanes and on-street bike lanes, 49-foot street sections within 74-feet of right-of-way.

c. **Applicant Proposal:** The applicant is proposing to improve Locust Grove Road as ½ of a 46-foot street section with vertical curb, gutter, a 15-foot wide planter strip and 8-foot wide concrete sidewalk. The applicant is proposing to dedicate right-of-way to total 48.5-feet from centerline of Locust Grove Road abutting the site.

d. **Staff Comments/Recommendations:** Locust Grove Road is not centered on the section line and varies between 1 to 2 feet. Consistent with the adjacent developments, frontage improvements and right-of-way dedication along Locust Grove Road should be measured from section line.

The applicant's proposal to construct Locust Grove Road as ½ of a 46-foot wide street section with vertical curb gutter and an 8-foot wide detached concrete sidewalk abutting the site

exceeds ACHD policy which requires right-of-way dedication, pavement widening and the construction of sidewalks on arterial roadways.

At a minimum the applicant should be required to improve Locust Grove Road with 17-feet of pavement from section line plus a 3-foot wide gravel shoulder, borrow ditch and 5-foot wide concrete sidewalk located 31-feet from section line adjacent to the entire site. Dedicate right-of-way to total 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back of sidewalk for all sidewalk located outside the dedicated right-of-way.

If the applicant chooses to fully improve Locust Grove Road abutting the site as proposed then it should be improved as a 46-foot street section with vertical curb, gutter, 15-foot wide planter strips and 8-foot wide concrete sidewalk where the applicant controls both sides of the roadway and as ½ of a 46-foot street section with vertical curb, gutter, a 15-foot wide planter strip and 8-foot wide concrete sidewalk where the applicant controls one side of the roadway, consistent with the MSM. The applicant should dedicate right-of-way to total 48.5-feet from section line of Locust Grove Road abutting the site.

The applicant should be required to construct a dedicated southbound right-turn lane on Locust Grove Road at Sagwon Street, when Sagwon Street is constructed to intersect Locust Grove Road.

The applicant will not be compensated for any improvements or right-of-way dedication along Locust Grove Road abutting the site, as this roadway is not scheduled for improvements in ACHD's IFYWP or CIP.

5. Hubbard Road/Locust Grove Road Intersection

a. Policy:

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, roundabout requirements, and specific roadway features required through development. A new roundabout was identified on the MSM. The new single lane roundabout is planned at the at the Hubbard Road/Locust Grove Road intersection.

b. Staff Comments/Recommendations: As noted above, the intersection of Hubbard Road and Locust Grove Road is shown as a single lane roundabout on the MSM. The traffic impact study included an analysis for this intersection and found that a roundabout is not warranted for the first phases of the development. Therefore, construction of a roundabout at the Hubbard Road/Locust Grove intersection is not required at this time. However, the applicant should be required to dedicate right-of-way at the Hubbard Road/Locust Grove intersection consistent with the template shown on attachment 5 to accommodate the future construction of the single lane roundabout at the intersection.

This intersection should be re-evaluated as part of the required traffic impact study update required to be submitted prior to ACHD's signature on the final plat which contains the 202nd building lot. If the roundabout is warranted as a result of the updated traffic impact study, then the applicant should be required to design and construct the roundabout at that time. If the roundabout is not warranted, then the intersection will be re-evaluated through future traffic impact studies as development in the vicinity of the site occurs.

6. La Quinta Way (between Hubbard Road and Lake Mascardi Street)

a. Existing Conditions: There are no public streets within 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.

Average Daily Traffic (ADT): District policy 7207.3.1 states that ADT on new and existing local streets should typically be less than 2,000. This ADT applies to both existing and new streets. For new streets that are stubbed to connect to adjacent land that is not fully developed, the allowable ADT for the new street will typically be no more than 1,000 ADT, to accommodate future additional traffic from the adjacent land, depending on the location and type of the stub street and the location and size of the adjacent undeveloped land. When stub streets are connected and properties fully developed, local streets should not exceed 2,000 ADT.

Maximum Traffic on One Access: District policy 7207.3.3 states that if a proposed development only has one access to a public street that is a local street, or if it proposes to extend public streets from existing development with only one local street access to the public street system, the maximum forecast ADT to be allowed at any point on the local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.

- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

c. Applicant Proposal: The applicant is proposing to construct La Quinta Way as a collector roadway with an 8-foot wide center landscape island, two 21-foot wide travel lanes, vertical curb, gutter and 5-foot wide attached concrete sidewalk. The applicant is proposing to dedicate 66-feet of right-of-way for La Quinta Way south of Fitz Roy Street and 70-feet of right-of-way north of Fitz Roy Street.

d. Staff Comments/Recommendations: The applicant's proposal to construct La Quinta Way as a collector roadway between Hubbard Road and Lake Mascardi Street with an 8-foot wide center landscape island, two 21-foot wide travel lanes, vertical curb, gutter meets District policy and should be approved as proposed. However, a minimum of 7-foot wide sidewalk is required when attached to a collector road. The applicant should be required to construct a minimum of 7-foot wide attached concrete sidewalk or 5-foot wide detached concrete sidewalk on La Quinta Way.

The applicant's proposal to dedicate 66-feet of right-of-way for La Quinta Way south of Fitz Roy Street and 70-feet of right-of-way north of Fitz Roy Street does not meet District policy which requires right-of-way to extend 2-feet behind the back of sidewalk. The applicant should be required to dedicate additional right-of-way to extend 2-feet behind the back of sidewalk, OR for detached sidewalks to dedicate right-of-way to extend 2-feet behind the back of curb and to provide a sidewalk easement extending 2-feet behind the back of sidewalk for La Quinta Way.

The applicant should plat the center landscape island as right-of-way owned by ACHD. The applicant or the future homeowner's association should enter into a license agreement with ACHD if landscaping is desired within the island.

7. Internal Local Streets

a. Existing Conditions: There are no public streets within 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.

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.

Tangent Length Approaching Intersections Policy: District policy 7207.5.14 states that intersections located on horizontal curves should be avoided particularly if the radius of either street is close to the minimum allowed or if the intersection occurs on the inside of the horizontal curve. A permanent sight distance easement based on the sight distance of the design speed shall be provided where one street must intersect with another on a curve.

The minimum centerline tangent length approaching an intersection shall be 150-feet from the near edge of the travel way. If the street is planned for future widening, then the tangent shall be measured from the near edge of the future travel way.

Landscape Medians Policy: District policy 7207.5.16 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

c. **Applicant Proposal:** The applicant is proposing to construct the entry portions of Falkland Avenue, Sagwon Street (east of Locust Grove Road), Trevelin Avenue and Sparrow Cove Street with an 8-foot wide center landscape island , two 21-foot wide travel lanes, vertical curb, gutter, 8-foot wide planter strips and 5-foot wide detached concrete sidewalk. The applicant is proposing to dedicate 70-feet of right-of-way and provide sidewalk easements extending 2-feet behind the back edge of sidewalk.

The applicant is proposing to construct the remaining local streets as 36-foot street sections with rolled curb, gutter, 8-foot wide planter strips and 5-foot wide detached concrete sidewalk. The applicant is proposing to dedicate 50-feet of right-of-way and provide sidewalk easements extending 2-feet behind the back edge of sidewalk.

The applicant is proposing to terminate Fitz Roy Street, Lake Moreno Court and Trelew Way in a cul-de-sac.

The applicant is proposing to construct knuckles with a 50-foot radius at the following intersections:

- Darwin Avenue and Raison Street
- Sapper Hill Avenue and Raison Street
- Merino Street and Green Cottage Avenue
- Merino Street and Fox Bay Avenue
- Temuco Avenue and Bariloche Street
- Lake Mascardi Street and Villa Trafal Avenue

- La Luma Street and Rawson Way

d. Staff Comments/Recommendations: The applicant's proposal to construct the entry portion of Falkland Avenue, Sagwon Street (east of Locust Grove Road), Trevelin Avenue and Lake Moreno Street with an 8-foot wide center landscape island, two 21-foot wide travel lanes, vertical curb, gutter, 8-foot wide planter strips and 5-foot wide concrete sidewalk meets District policy and should be approved as proposed.

The applicant's proposal to dedicate 70-feet of right-of-way for Falkland Avenue, Sagwon Street (east of Locust Grove Road), Trevelin Avenue and Lake Moreno Street does not meet District policy which requires sidewalk to be located wholly within the right-of-way or wholly within an easement. The applicant should be required to dedicate additional right-of-way to extend 2-feet behind the back of sidewalk OR to dedicate right-of-way to extend 2-feet behind the back of curb, and to provide a sidewalk easement extending 2-feet behind the back of sidewalk.

The applicant should be required to plat the center landscape island as right-of-way owned by ACHD. The applicant or the future homeowner's association should enter into a license agreement with ACHD is if landscaping is desired within the island.

The applicant's proposal to construct the remaining local streets as 36-foot wide street sections with rolled curb, gutter, 8-foot wide planter strips and 5-foot wide detached concrete sidewalk meets District policy and should be approved as proposed. The applicant's proposal to dedicate 50-feet of right-of-way and provide sidewalk easements extending 2-feet behind the back of sidewalk meets District policy and should be approved as proposed.

The applicant's proposal to terminate Fitz Roy Court and Trelew Way in a cul-de-sac meets District policy and should be approved. The cul-de-sac should be required to have a minimum back of curb radius of 45-feet.

The applicant's proposal to construct 7 knuckles throughout the site, meets District policy and should be approved as proposed.

8. Alleys

a. Existing Conditions: There are no alleys within the site.

b. Policy:

New Alley Policy: District Policy 7210.3.1 requires the minimum right-of-way width for all new residential alleys shall be a minimum of 16-feet or a maximum of 20-feet. If the residential alley is 16-feet in width building setbacks required by the land use agency having jurisdiction shall provide sufficient space for the safe backing of vehicles into the alley (see Section 7210.3.3). The minimum right-of-way width for all new commercial or mixed-use alleys shall be 20-feet. All alleys shall be improved by paving the full width and length of the right-of-way.

Dedication of clear title to the right-of-way and the improvement of the alley, and acceptance of the improvement by the District as meeting its construction standards, are required for all alleys contained in a proposed development.

Alley Length Policy: District Policy 7210.3.2 states that alleys shall be no longer than 700-feet in length. If the lead land use agency having jurisdiction requires a shorter block length, the alley shall be no longer than the agency's required block length.

Alley Parking & Setbacks Policy: District Policy 7210.3.3 states that parking within the alley right-of-way is prohibited. "No Parking" signs are required to be installed by the developer. The signs should be located at the alley/street intersections. Parking which is entered from the alley shall be designed so the minimum clear distance from the back of the parking stall to the opposite side of the alley is 20-feet for all perpendicular parking.

Setbacks for structures taking access from the alley should be closely coordinated with the lead land use agency. The setbacks shall either discourage parking within the alley (where it may partially block or occur within the right-of-way) or allow adequate area for one perpendicular parking pad. In order to discourage parking, building setbacks shall be minimal from the alley right-of-way line, while still achieving the required 20-feet of back-up space from a garage or other parking structure to the opposite side of the alley (i.e. 4-foot setback + 16-foot alley= 20-feet for back-up space).

Alley Intersections and Offsets Policy: District policy 7210.3.7 states that alleys should intersect public streets at each end. In specific circumstances as outlined in the policies below, the District may consider allowing an alley to intersect a public street at only one end. A 90-degree angle of intersection shall be designed where practical. In no case shall the intersecting angle be less than 75-degrees, as measured from centerline of intersecting street. An access to an alley shall be located a minimum of 50-feet from the nearest street (measured centerline to centerline).

Alley/Local Street Intersections Policy: District Policy 7210.3.7.2 states that alleys may intersect all types of local streets including minor local streets. Alleys shall generally be designed with a curb cut type approach when intersecting a local street. Alleys shall generally intersect streets in the middle of the block equally offsetting the intersecting streets. Alleys shall either align with alley/street intersections or provide a minimum 100-foot offset (measured centerline to centerline) from other local street intersections. For alley intersections with local streets, the District may consider a reduced offset if the lead land use agency's required lot size allows for shorter buildable lots.

c. Applicant Proposal: The applicant is proposing to construct three 20-foot wide residential alleys in the following locations:

- An east/west alley located between Darwin Avenue and Sapper Hill Avenue.
- An east/west alley located between El Foyel Way and Rawson Way.
- A north/south alley located between Los Lakes Street and Lake Mascardi Street.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy and should be approved as proposed.

9. Roadway Offsets

a. Existing Conditions: There are no public streets within the site.

b. Policy:

Local Street Intersection Spacing on Principal Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 1,320-feet as measured from all other existing roadways as identified in Table 1b (7205.4.7).

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7205.4.2 states that the optimum spacing for new unsignalized collector roadways intersecting minor arterials is 1,320-feet.

District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: 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 Proposal: The applicant has proposed the following roadways to intersect Hubbard Road:

- La Quinta Way located 1,315-feet east of Locust Grove Road (1,625-feet west of future Eagle Road).
- Falkland Avenue located 610-feet west of Locust Grove Road (760-feet east of Fuego Avenue).
- Trevelin Avenue located 660-feet east of Locust Grove Road (655-feet west of La Quinta Way).

The applicant has proposed the following roadways to intersect Locust Grove Road:

- Wasatch Way located 1,990-feet north of Hubbard Road (1,170-feet north of Sagwon Street).
- Sagwon Street located 819-feet north of Hubbard Road.

The applicant has proposed the following roadway to intersect Eagle Road:

- Sparrow Cove Street located 1,410-feet south of Hubbard Road.

The applicant has proposed to construct Fitz Roy Court to intersect La Quinta Way 200-feet south of Hubbard Road.

The applicant has proposed to construct Los Lakes to intersect La Quinta Way 655-feet north of Lake Mascardi Street.

d. Staff Comments/Recommendations: The applicant's proposal for Falkland Avenue to intersect Hubbard Road located 610-feet west of Locust Grove Road does not meet District spacing requirements of 660-feet. However, the proposed location of Falkland Avenue was at staff's request. Staff recommends a 6% modification of policy to provide for the future alignment of a public street on the south side of Hubbard Road. The modification of policy is approved at the discretion of the Development Services Manager.

Mason Creek, a future residential collector road listed in the MSM and included in Patagonia Subdivision to the west, is planned to intersect Locust Grove Road 670-feet north of the proposed Wasatch Way intersection. The applicant's proposal for Wasatch Way to intersect Locust Grove Road 670-feet south of Mason Creek meets District policy and should be approved as proposed.

The applicant's proposal for Sparrow Cove Street to intersect Eagle Road 1,410-feet south of Hubbard Road meets District policy and should be approved as proposed.

The applicant's proposal to construct Fitz Roy Court 200-feet south of Hubbard Road does not meet District policy, which requires a minimum 330-foot offset from all other public streets. However, staff recommends a 40% modification of policy to allow the roadway to be located as proposed. This is because relocating Fitz Roy Court a minimum of 330-feet south, as required by policy, would limit sight distance at the intersection due to a curve in the road.

10. Stub Streets

a. Existing Conditions: Two stub streets were approved stubbing to this site from Patagonia Subdivision west of the site. The stub streets are located 245-feet and 830-feet north of Hubbard Road (measured centerline-to-centerline).

b. Policy:

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.

Stub Street Policy: District policies 7205.2.3 (arterials) / 7207.2.4.3 (locals) state 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 Sections 7205.2 (arterials) / 7207.2.4 (locals), 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 IS A DESIGNATED ARTERIAL STREET. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."* or "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.

Temporary Dead End Streets Policy: District policies 7205.2.4 (arterials) / 7207.2.4.4 (locals) require that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Applicant Proposal: The applicant is proposing to extend both stub streets into the site as 36-foot street sections.

The applicant is proposing to construct 4 stub streets to the north as follows:

- Egg Harbor Avenue located 1,200-feet west of Locust Grove Road.
- Falkland Avenue located 610-feet west of Locust Grove Road.
- Trelew Way located 1,060-feet east of Locust Grove Road.

- Rawson Avenue located 210-feet west of Eagle Road.

The applicant is proposing to construct 2 stub streets to the south as follows:

- El Turbio Street located 1,235-feet east of Locust Grove Road.
- Pucon Avenue located 660-feet from the western property line.

The applicant is proposing to construct 4 stub streets to the west as follows:

- Fitz Roy Street located 200-feet south of Hubbard Road.
- Lanin Street located 755-feet south of Hubbard Road, to the future school site.
- Los Lakes Street located 655-feet north of Lake Mascardi Street.
- Lake Mascardi Street located 755-feet north of the southern property line.

The applicant is proposing to construct one stub street to the east Fitz Roy Street located 200-feet south of Hubbard Road.

d. Staff Comments/Recommendations: The previously approved stub street from Patagonia Subdivision located 830-feet north of Hubbard Road has not been constructed at this time. If Sagwon Street is constructed prior to the stub street from Patagonia Subdivision, the applicant should be required to install a sign at the terminus of the stub street stating, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary turnaround is not required as the stub street is less than 150-feet in length.

The proposed stub streets to the north meet District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub streets stating, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary cul-de-sac turnaround should be installed at the terminus of Trele Way as it is greater than 150-feet in length.

The proposed stub streets to the south meet District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub streets stating, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary turnaround is not required as the stub streets are less than 150-feet in length.

The proposed stub street locations for Fitz Roy Street, Los Lakes Street and Lake Mascardi Street to the west meet District policy and should be approved. The proposed stub street of Lanin Street should not be approved as proposed, as referenced in finding number 13 below. The applicant should be required to construct a cul-de-sac at the terminus of Fitz Roy Street, extending the right-of-way to the western property line. The applicant should be required to install a sign at the terminus of the stub streets stating, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

The applicant's proposal to stub Fitz Roy Court to the east meets District policy and should be approved as proposed. The applicant should be required to install a sign at the terminus of the stub streets stating. "THIS ROAD WILL BE EXTENDED IN THE FUTURE." A temporary turnaround is not required as the stub streets are less than 150-feet in length.

11. Driveways

11.1 Locust Grove Road

a. Existing Conditions: Wasatch Lane, an existing private road intersects Locust Grove Road 227-feet south of the northern property line (along the southern property line of proposed Lot 2 Block 13).

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

c. Applicant Proposal: The applicant is proposing to remove Wasatch Lane.

d. Staff Comments/Recommendations: The existing Wasatch Lane intersection onto Locust Grove Road should be closed with a minimum of a 3-foot wide gravel shoulder, borrow ditch and 5-foot wide concrete sidewalk or vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide concrete sidewalk, consistent with the adjacent improvements to Locust Grove Road.

11.2 Local Streets

a. Policy:

Driveway Location Policy: District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

Successive Driveways: District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

b. Applicant Proposal: The applicant is proposing to construct two curb return type driveways to access the community pool parking lots located as follows:

- A 24-foot wide driveway Merino Street aligned with Trevelin Avenue.
- A 24-foot wide driveway onto Villa Trafal Avenue aligned with Sparrow Cove Street.

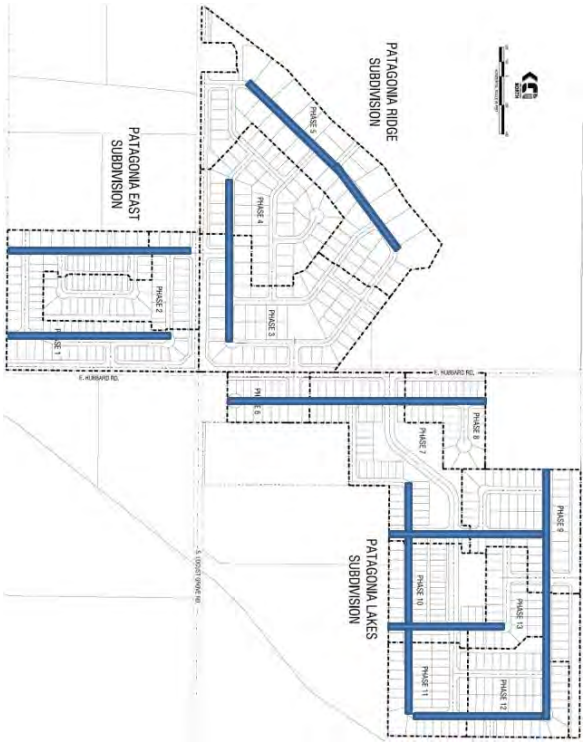
c. Staff Comments/Recommendations: The proposed driveway locations meet District policy and should be approved as proposed.

12. Traffic Calming

a. Speed Control and Traffic Calming Policy: District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.

b. Applicant Proposal: The applicant is proposing the following street segments in excess of 750-feet in length (shown in blue):

- Sagwon Street (west of Locust Grove Road) (over 1,500-feet)
- Merino Street (west of Locust Grove Road) (over 1,500-feet)
- Fox Bay Avenue/Way (over 1,000-feet)
- Wasatch Way (over 1,500-feet)
- Fitz Roy Street (over 1,600-feet)
- Los Lakes Street (over 1,000-feet) (stub)
- Lake Mascardi Street (stub)
- El Foyel Way (over 1,500-feet)
- Rawson Avenue (over 1,600-feet) (stub)
- La Luma Street



c. Staff Comments/Recommendations: Prior to ACHD's signature on the first final plat the applicant should redesign the roadways listed above to limit street segments in excess of 750-feet in length or provide traffic calming on all segments 750-feet or greater.

Egg Harbor Street is not proposed to exceed 750-feet in length, however, is stubbed to the northern property line. When the stub street is extended it will exceed 750-feet in length. The applicant should redesign the roadway layout to limit street length or provide a traffic calming plan including the use of passive design elements approved by ACHD Traffic Services.

Stop signs, speed humps/bumps and valley gutter will not be accepted as traffic calming.

13. Future School Site

a. Applicant Proposal: The applicant is proposing a 9.8-acre lot, abutting Locust Grove Road located 350-feet south of Hubbard Road to be designated as a future school site.

Lanin Street is proposed to stub to the school site.

b. Staff Comments/Recommendations: ACHD staff has the following concerns with the proposed school site location and recommends the school be relocated internal to the site, not adjacent to an arterial street.

- The proposed school site has frontage on Locust Grove Road, a 50-MPH minor arterial roadway. Staff has concerns regarding pedestrian safety and access to the school site.
- Due to the proposed school site's proximity to the Locust Grove Road / Hubbard Road intersection the installation of school zones flashers and signalized pedestrian crossings on both Locust Grove and Hubbard Roads should be anticipated.
- Staff has concerns regarding the potential for stacking/parking on Locust Grove Road during school drop-off/pick-up, as parking is prohibited on Locust Grove Road. The school should be designed to provide adequate vehicle storage to prevent stacking on Locust Grove Road.
- Staff recommend that the school site be relocated within the subdivision to provide better access and safety for pedestrians.

- If the school site is not relocated, then additional requirement may be necessary to serve the site generated traffic, such as the construction of turn lanes and off-site pedestrian facilities.
- A traffic impact study will be required for the new school.

The Kuna School District has indicated that they have not made a final determination to purchase the school site proposed as part of this application. However, the School District did express that if they were to develop the proposed school site, they would not be in support of the proposed stub street (Lanin Street).

Staff recommends the right-of-way for Limpet Creek Avenue extend to the future school site and not provide a stub street to the designated future school site. By providing local street frontage, this maximizes the developable area for the school if the Kuna School District purchases the site, while also providing for local street connectivity should the site not be developed as a school site.

The sidewalk from the south side of Lanin Street should connect to the sidewalk on the west side of Limpet Creek Avenue.

14. 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.

15. 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.

16. Other Access

Eagle Road is classified as a principal arterial roadway, Hubbard Road and Locust Grove Road are classified as minor arterial roadways and La Quinta Way is classified as a collector roadway. 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. Prior to ACHD's signature on the final plat which contains the 202nd lot submit an updated traffic impact study to ACHD. At a minimum the updated traffic impact study should include an analysis of the intersections and roadway segments included in the original traffic impact study. Coordinate the full scope of work for the updated traffic impact study with staff.

2. Redesign the following roadways to reduce the length of the roadways or to include the use of passive design elements and submit a revised internal street layout plan showing the redesigned roadways for review and approval prior to ACHD's signature on the first final plat.

- Sagwon Street (west of Locust Grove Road) (over 1,500-feet)
- Merino Street (west of Locust Grove Road) (over 1,500-feet)
- Fox Bay Avenue/Way (over 1,000-feet)

- Wasatch Way (over 1,500-feet)
- Fitz Roy Street (over 1,600-feet)
- Los Lakes Street (over 1,000-feet) (stub)
- Lake Mascardi Street (stub)
- El Foyel Way (over 1,500-feet)
- Rawson Avenue (over 1,600-feet) (stub)
- La Luma Street
- Egg Harbor Stub street

Stop signs, speed humps/bumps and valley gutter will not be accepted as traffic calming.

3. Dedicate 58-feet of right-of-way along Eagle Road abutting the site and construct 5-foot wide detached concrete sidewalk for Eagle Road located 2-feet east of the right-of-way line. Compensation should not be provided for any improvements or right-of-way dedication for Eagle Road, as this street segment is not scheduled for improvements in ACHD's IFYWP or CIP.

4. Coordinate with ACHD to determine what roadway improvements are required for Eagle Road abutting the site, prior to signing the first final plat abutting Eagle Road.

5. Improve Hubbard Road west of Locust Grove Road as a 46-foot street section with vertical curb, gutter, 15.5-foot wide planter strips and 8-foot wide concrete sidewalk where the applicant controls both side of the roadway and as ½ of a 46-foot street section with vertical curb, gutter, a 15.5-foot wide planter strip and 8-foot wide concrete sidewalk where the applicant controls one side of the roadway. Dedicate right-of-way to total 48.5-feet from section line for Hubbard Road abutting the site west of Locust Grove Road.

OR

Improve Hubbard Road west of Locust Grove Road with a minimum of 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 5-foot wide concrete sidewalk located a minimum of 31-feet from section line adjacent to the entire site. Dedicate right-of-way to total 37-feet from section line for Hubbard Road abutting the site west of Locust Grove Road.

6. Improve Hubbard Road east of Locust Grove Road ½ of a 46-foot street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide concrete sidewalk. Dedicate right-of-way to total 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back edge of sidewalk for all sidewalk located outside the dedicated right-of-way.

OR

Improve Hubbard Road east of Locust Grove Road with a minimum of 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 5-foot wide concrete sidewalk located a minimum of 31-feet from section line adjacent to the entire site. Dedicate right-of-way to total 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back edge of sidewalk for all sidewalk located outside the dedicated right-of-way.

7. No compensation shall be provided for any improvements or right-of-way dedication along Hubbard Road abutting the site, as this roadway is not scheduled for improvements in ACHD's IFYWP or CIP

8. Dedicate right-of-way to accommodate the future construction of a single lane roundabout at the intersection of Hubbard Road and Locust Grove Road to match the template shown on Attachment 5.

9. Improve Locust Grove Road as a 46-foot street section with vertical curb, gutter, 15-foot wide planter strips and 8-foot wide concrete sidewalk where the applicant controls both sides of the roadway and as ½ of a 46-foot street section with vertical curb, gutter, a 15-foot wide planter strip and 8-foot wide concrete sidewalk where the applicant controls one side of the roadway, consistent with the MSM. The applicant should dedicate right-of-way to total 48.5-feet from section line of Locust Grove Road abutting the site.

OR

Improve Locust Grove Road with a minimum of 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 5-foot wide concrete sidewalk located a minimum of 31-feet from section line adjacent to the entire site. Dedicate right-of-way to total 37-feet from section line and provide a sidewalk easement extending 2-feet behind the back edge of sidewalk for all sidewalk located outside the dedicated right-of-way.

10. No compensation shall be provided for any improvements or right-of-way dedication along Locust Grove Road abutting the site, as this roadway is not scheduled for improvements in ACHD's IFYWP or CIP.

11. Construct a dedicated southbound right-turn lane on Locust Grove Road at Sagwon Street, when Sagwon Street is constructed to intersect Locust Grove Road.

12. Construct La Quinta Way as a collector roadway with an 8-foot wide landscape median, two 21-foot wide travel lanes, vertical curb, gutter and a minimum of 7-foot wide attached concrete sidewalk (or 5-foot wide detached concrete sidewalk).

13. Plat center landscape islands as right-of-way owned by ACHD. Enter into a license agreement with ACHD if landscaping is desired within the islands.

14. Dedicate right-of-way for La Quinta Way to extend 2-feet behind the back edge of sidewalk OR to dedicate right-of-way to extend 2-feet behind the back edge of curb (only applicable with detached sidewalk) and to provide a sidewalk easement extending 2-feet behind back the back edge of sidewalk.

15. Construct the entry portions of Falkland Avenue, Sagwon Street (east of Locust Grove Road), Trevelin Avenue and Lake Moreno Street with an 8-foot wide landscape median, two 21-foot wide travel lanes, vertical curb, gutter, 8-foot wide center landscape islands and 5-foot wide detached concrete sidewalk as proposed. Dedicate right-of-way to extend 2-feet behind the back edge of sidewalk OR to dedicate right-of-way to extend 2-feet behind the back edge of curb (only applicable with detached sidewalk), and to provide a sidewalk easement extending 2-feet behind the back edge of sidewalk.

16. Construct the remaining local streets internal to the site as 36-foot wide street sections with rolled curb, gutter, 8-foot wide planter strips and 5-foot wide detached concrete sidewalk as proposed. Dedicate 50-feet of right-of-way and provide sidewalk easements extending 2-feet behind the back edge of sidewalk

17. Construct a cul-de-sac with a minimum 45-foot back of curb radius on Fitz Roy Street, Lake Moreno Court and Trelew Way.

18. Construct three 20-foot wide residential public alleys located as follows:

- Between Darwin Avenue and Sapper Hill Avenue.
- Between El Foyel Way and Rawson Way.
- Between Los Lakes Street and Lake Mascardi Street.

19. Construct La Quinta Way to intersect Hubbard Road 1,315-feet east of Locust Grove Road.

20. Construct Falkland Avenue to intersect Hubbard Road 610-feet west of Locust Grove Road.

21. Construct Trevelin Avenue to intersect Hubbard Road 660-feet east of Locust Grove Road.

22. Construct Wasatch Way to intersect Locust Grove Road located 1,990-feet north of Hubbard Road.

23. Construct Sagwon Street to intersect Locust Grove Road 819-feet north of Hubbard Road.

24. Construct Sparrow Cove Street to intersect Eagle Road 1,410-feet south of Hubbard Road.

25. Construct Fitz Roy Court to intersect La Quinta Way a minimum of 200-feet south of Hubbard Road (measured centerline-to-centerline).

26. Construct Los Lakes to intersect La Quinta Way a minimum of 330-feet north of Lake Mascardi Street.

27. Construct 4 stub streets to the north as follows:

- Egg Harbor Avenue located 1,200-feet west of Locust Grove Road, to parcel R7486740400.
- Falkland Avenue located 610-feet west of Locust Grove Road, to parcel R7486740500.
- Trelew Way located 1,060-feet east of Locust Grove Road, to parcel S1408336690.
- Rawson Avenue located 210-feet west of Eagle Road, to parcel S1417212400.

28. Construct 2 stub streets to the south as follows:

- El Turbio Street located 1,235-feet east of Locust Grove Road, to parcel S1408336690.
- Pucon Avenue located 660-feet from the western property line, to parcel S1417314800.

29. Construct 3 stub streets to the west as follows:

- Fitz Roy Street located 200-feet south of Hubbard Road, to parcel S1417223100.
- Los Lakes Street located 655-feet north of Lake Mascardi Street, to parcel R9321840200.
- Lake Mascardi Street located 755-feet north of the southern property line, to parcel R9321840300.

30. Construct one sub street to the east, Fitz Roy Street located 200-feet south of Hubbard Road, to parcel S1417212400.

31. Extend the 50-foot right-of-way from Fitz Roy Street to the western property line.

32. Install a sign at the terminus each stub street stating, "THIS ROAD WILL BE EXTENDED IN THE FUTURE." Construct a temporary cul-de-sac turnaround of all stub streets greater than 150-feet in length.

33. Close the existing Wasatch Lane intersection onto Locust Grove Road with curb, gutter and sidewalk consistent with the adjacent improvements.

34. Construct two curb return type driveways to access the community pool parking lots located as follows:

- A 24-foot wide driveway Merino Street aligned with Trevelin Avenue.
- A 32-foot wide driveway on El Foyel Way 24 feet south of Sparrow Cove Street.

35. Dedicate right-of-way on Limpet Creek Avenue to abut the future school site.

36. Note on the final plat that other than access specifically approved with this application, direct lot access to Eagle Road, Hubbard Road, Locust Grove Road and La Quinta Way is prohibited.

37. 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.

38. Payment of impact fees is due prior to issuance of a building permit.

39. 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

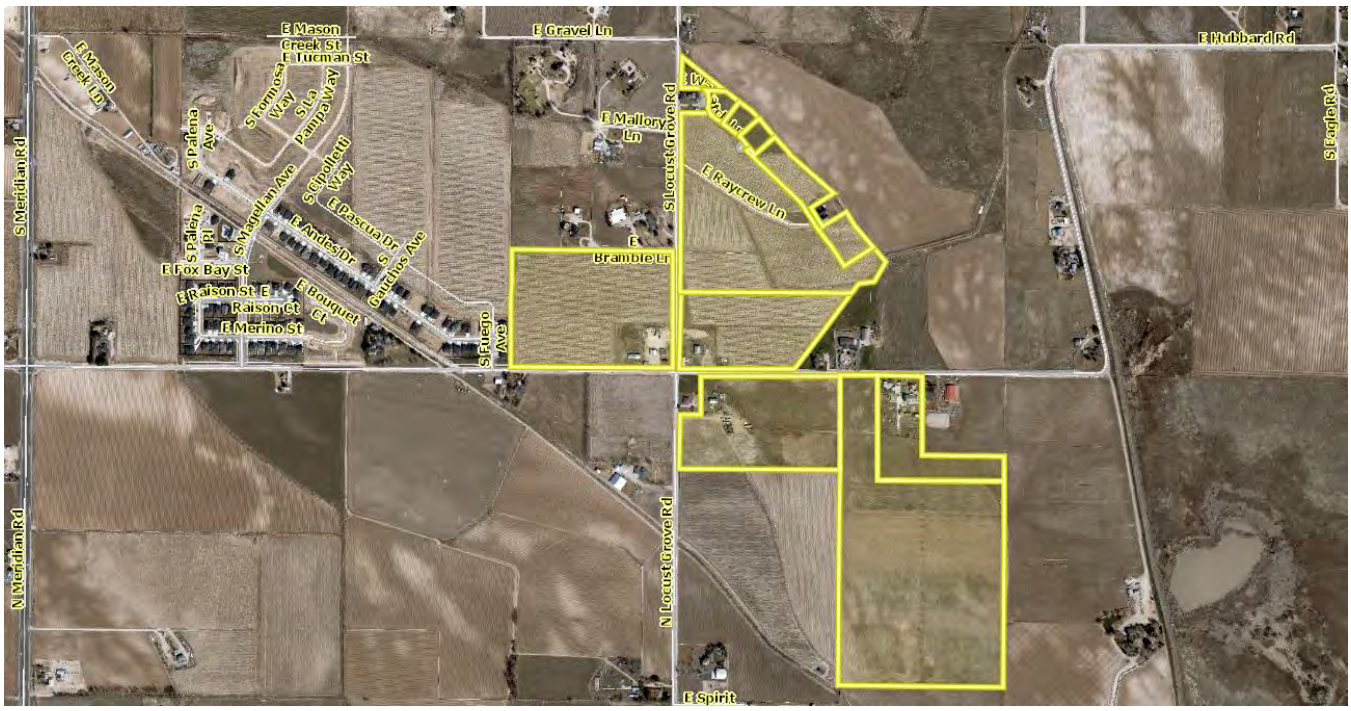
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

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.

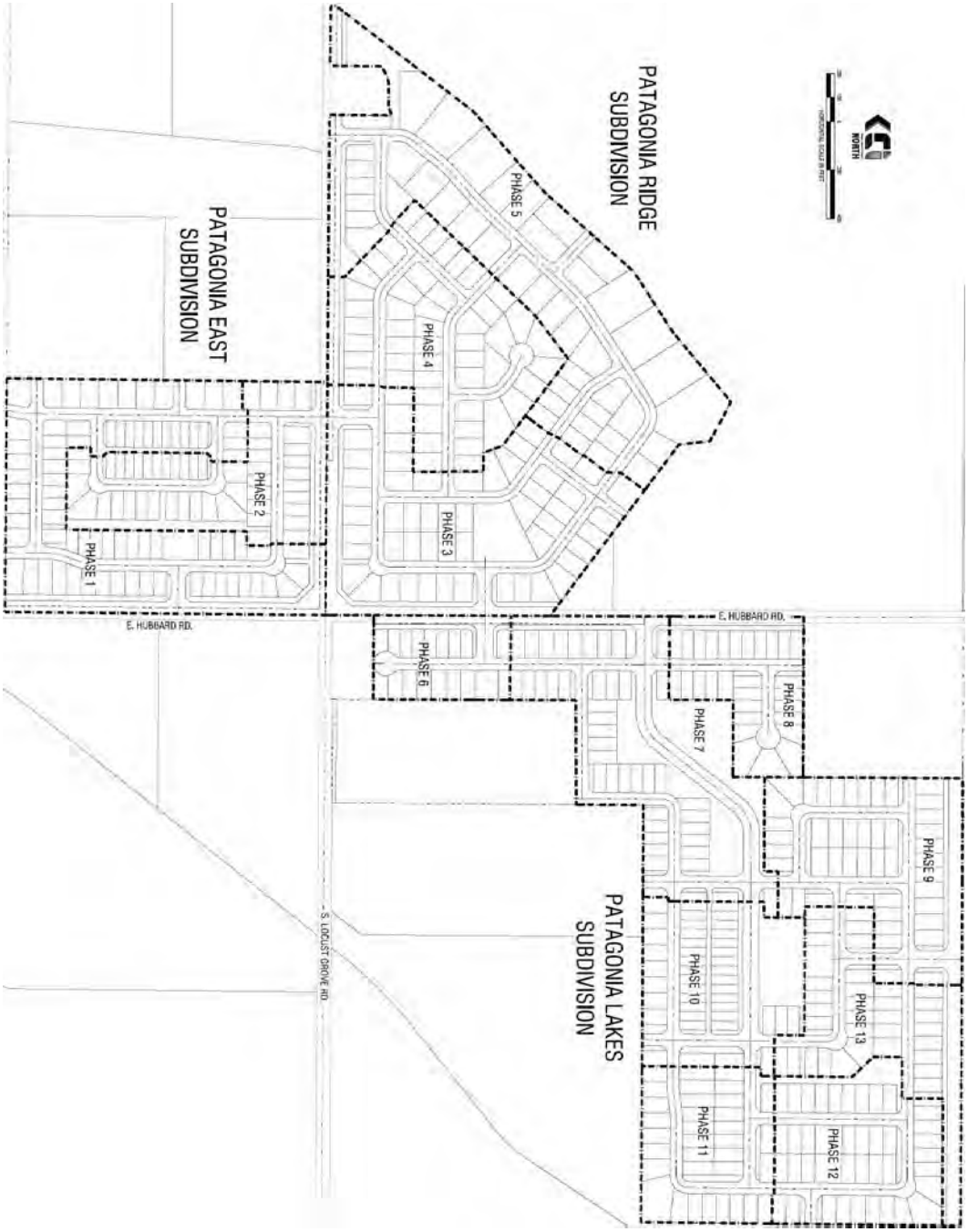
G. Attachments

1. Vicinity Map
2. Site Plan
3. Traffic Impact Study Excerpted Executive Summary
4. Compass Checklist
5. Single Lane Roundabout Template
6. Utility Coordinating Council
7. Development Process Checklist
8. Appeal Guidelines

VICINITY MAP



SITE PLAN


PATAGONIA RIDGE SUBDIVISION
PATAGONIA EAST SUBDIVISION
PATAGONIA LAKES SUBDIVISION
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
PHASE 7
PHASE 8
PHASE 9
PHASE 10
PHASE 11
PHASE 12
PHASE 13
E. HUBBARD RD.
E. HUBBARD RD.
S. LOCUST GROVE RD.
NORTH

TRAFFIC IMPACT STUDY EXCERPTED EXECUTIVE SUMMARY

Improvements Needed to Mitigate 2018 Existing Traffic

The traffic impact study notes that under existing conditions (2018) all study roadway segments and intersections operate at an acceptable level of service.

Improvements Needed to Mitigate 2023 Phase 1 Background Traffic

Under 2023 background traffic conditions all study roadway intersections operate at an acceptable level of service, except for the following:

- SH 69 and Columbia Road intersection
    - Signal operation/timing adjustments

Under 2023 background traffic conditions all study roadway segments operate at an acceptable level of service, except for the following:

- Columbia Road between SH 69 and Locust Grove Road would need widened to three lanes to meet LOS E planning threshold.
    - According to ACHD's MSM, this segment of Columbia Road is planned for three lanes preservation.

Improvements Needed to Mitigate 2023 Phase 1 Total Traffic

Under 2023 total traffic conditions all study roadway segments and intersections operate at an acceptable level of service, with the exception of the SH 69 and Columbia Road intersection, and Columbia Road between SH 69 and Locust Grove Road (as noted above).

Improvements Needed to Mitigate 2030 Phase 2 Background Traffic

Under 2030 Phase 2 background traffic conditions all study roadway segments and intersections operate at an acceptable level of service, except for the following:

- Columbia Road and SH 69 intersection
    - Three through lanes on SH 69 approaches
        - The additional through lanes on SH 69 are auxiliary through lanes extending at least 2,000 feet beyond the intersection to allow proper merging operation and signage based on NCHRP Report 707.
    - Southbound right-turn lane
    - Dual left-turn lanes on Columbia Road approaches

  These intersection improvements are not programmed in ITD's or ACHD's current transportation plans.

- Hubbard Road and SH 69 intersection
    - Southbound right-turn lane

Two study area intersections are expected to meet vehicular volume thresholds for signals based on preliminary signal warrant analysis:

- Locust Grove Road and Columbia Road intersection
    - Although the intersection is expected to meet warrants for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.

  - A signal is not required to mitigate 2030 background traffic.
  - A detailed signal warrant analysis should be conducted with an updated TIS for Phase 2.
- Eagle Road and Columbia Road intersection
  - Although the intersection is expected to meet warrants for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - A signal is not required to mitigate 2030 background traffic.
  - A detailed signal warrant analysis should be conducted with an updated TIS for Phase 2.

Improvements Needed to Mitigate 2030 Phase 2 Total Traffic

Under 2030 Phase 2 total traffic conditions with the preceding improvements identified in the prior phase, all study roadway segments and intersections operate at an acceptable level of service, except for the following:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2030 total traffic impacts.
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the peak hours.
- Locust Grove Road and Columbia Road intersection (two options)
  - Single-lane roundabout
    - The intersection is identified in the current ACHD MSM as a single-lane roundabout.
  - Signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2030 total traffic.

  These intersection improvement options are not programmed in the current ACHD's transportation plans. They are identified in this traffic impact study as anticipated improvement options needed to mitigate 2030 Phase 2 total traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

- Columbia Road between Locust Grove Road and Eagle would need widened to three lanes to meet LOS E planning threshold.
  - According to ACHD's MSM, this segment of Columbia Road is planned for three lanes preservation.

Two study area intersections are expected to meet vehicular volume thresholds for signals based on preliminary signal warrant analysis:

- Lake Hazel Road and Locust Grove Road intersection
  - Although the intersection is expected to meet warrant for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - As a result, a signal is not required to mitigate 2030 total traffic to meet ACHD's minimum operational thresholds.

  - A detailed signal warrant analysis should be conducted with an updated TIS for future phase preliminary plat submittal.
- Eagle Road and Columbia Road intersection
  - Although the intersection is expected to meet warrant for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - As a result, a signal is not required to mitigate 2030 total traffic to meet ACHD's minimum operational thresholds.
  - A detailed signal warrant analysis should be conducted with an updated TIS for future phase preliminary plat submittal.

Improvements Needed to Mitigate 2038 Phase 3 (Build-Out) Background Traffic

Under 2038 background traffic conditions with the preceding improvements identified in the prior phase, all study roadway segments and intersections operate at an acceptable level of service, except for the following:

- Locust Grove Road and Lake Hazel Road intersection (two options)
  - Single-lane roundabout
    - The Locust Grove Road and Lake Hazel Road intersection is identified in the current ACHD CIP as a single-lane roundabout between 2026 and 2030 timeframe.
  - Signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2038 background traffic.

  These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.
- SH 69 and Columbia Road intersection
  - Two through lanes on Columbia Road approaches
    - Columbia Road is not programed in the current ACHD's transportation plans to be widened to accommodate two through lanes in either direction. These improvements are identified as anticipated improvements needed to mitigate 2038 background traffic, and should be verified with an update TIS for future phase preliminary plat submittal.
- Eagle Road and Columbia Road intersection (two options)
  - Single-lane roundabout
    - The intersection is identified in the current ACHD MSM as a single-lane roundabout.
  - Traffic signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2038 background traffic.

  These intersection improvement options are not programmed in the current ACHD's transportation plans. They are identified in this TIS as anticipated improvement options needed to mitigate 2038 background traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.
- Hubbard Road and SH 69 intersection
  - Westbound right-turn lane

- Columbia Road
  - Widen to five lanes approximately ½ mile east and west of SH 69 intersection
    - These segments of Columbia Road are identified in ACHD MSM as a Transitional/Commercial arterial with preservation of up to three lanes.

Improvements Needed to Mitigate 2038 Phase 3 (Build-Out) Total Traffic

Under 2038 total traffic conditions with the preceding improvements identified in the prior phase, all study roadway segments and intersections operate at an acceptable level of service, except for the following:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2038 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the peak hours.
- SH 69 and Hubbard Road intersection
  - No improvements are proposed to mitigate 2038 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the AM peak hour.
- Ray / Bridge Access on Locust Grove Road
  - Southbound right-turn lane
- Columbia Road between Locust Grove Road and Eagle Road is expected to exceed ACHD's LOS E planning threshold with 2038 total traffic as a three-lane minor arterial.

COMPASS CHECKLIST

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of ***Communities in Motion 2040 2.0*** (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Patagonia East **Agency: Kuna**

CIM Vision Category: Future Neighborhoods

New households: 537 **New jobs: 0** **Exceeds CIM forecast: Yes**

CIM Corridor: **Hubbard Road** Pedestrian level of stress: **R** Bicycle level of stress: **R**	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.
Housing within 1 mile: **280** Jobs within 1 mile: **90** Jobs/Housing Ratio: **0.3**	A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
Nearest police station: **>4 miles** Nearest fire station: **3.9 miles**	Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
Farmland consumed: **Yes** Farmland within 1 mile: **1,545 acres**	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
Nearest bus stop: **>4 miles** Nearest public school: **2.5 miles** Nearest public park: **2.1 miles** Nearest grocery store: **2 miles**	Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

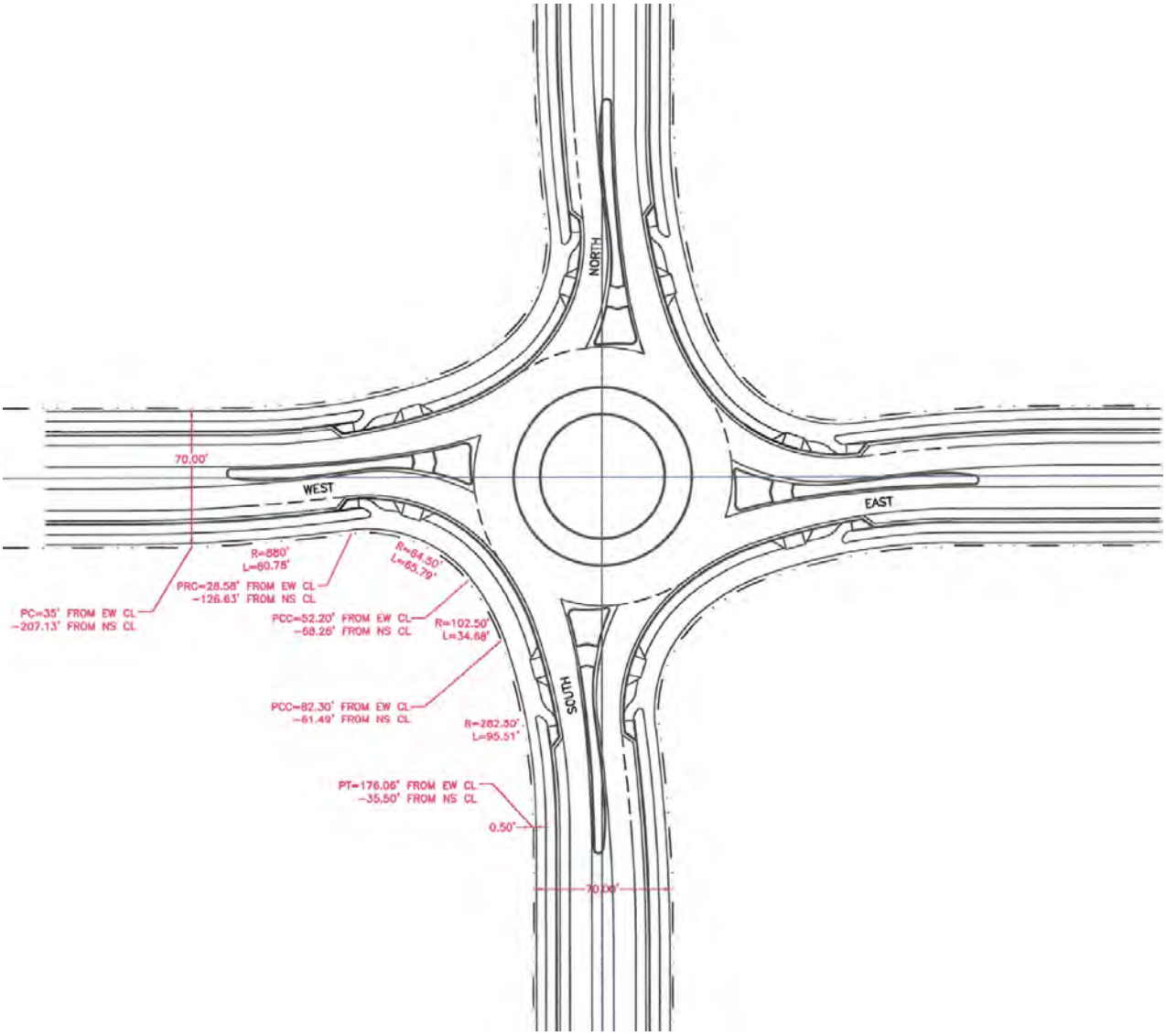
Recommendations

This proposal exceeds growth forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands. This location is still in a largely farmland area. Nearby employment, parks, grocery stores, and services are likely accessed only by vehicle and there are no plans for public transportation to this location.

More information about COMPASS and ***Communities in Motion 2040 2.0***:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

SINGLE LANE ROUNDABOUT TEMPLATE



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.

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Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 North Orchard • Boise, ID 83706 • (208) 373-0550

Brad Little, Governor
John H. Tippets, Director

March 5, 2020

City of Kuna
Planning & Zoning Department
P.O. Box 13
Kuna, Idaho 83634

RE: Patagonia East, Patagonia Ridge, Patagonia Lakes Subdivision 19-14-AN/19-11-S

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.

     Citizen complaints received by DEQ regarding fugitive dust from subdivision development and construction activities will be referred to the city or county to address under their ordinances.

     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 (208) 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 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 Valerie Greear, Water Quality Engineering Manager 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

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 Valerie Greear, Water Quality Engineering Manager 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. A Construction General Permit from EPA may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.

- 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 Conservations 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 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. <u>Additional Notes</u>

- 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

ec: CM#2020AEK68

Your Safety • Your Mobility
Your Economic Opportunity

Staff Technical Report
4/13/2020

Development: Patagonia East Subdivision
19-14-AN (Annex), 19-11-S (Pre Plat) Patagonia East, Patagonia Ridge, Patagonia Lakes Subdivision.

Lead Agency: City of Kuna
Troy Behunin
Tbehunin@kunaid.gov
Phone: 2058-922-5274

Location: NW, NE and SE corners of the intersection of Locust Grove Road and Hubbard Road.

Applicant: Westpark Company, Inc

Consultant: Chhang Ream
CR Engineers (formerly Thompson Engineers)
181 East 50th Street
Garden City, ID 83714

Staff Contact: Erika Bowen
Traffic Technical Engineer
Erika.Bowen@itd.idaho.gov
Phone: 208-265-4312 ext. #7

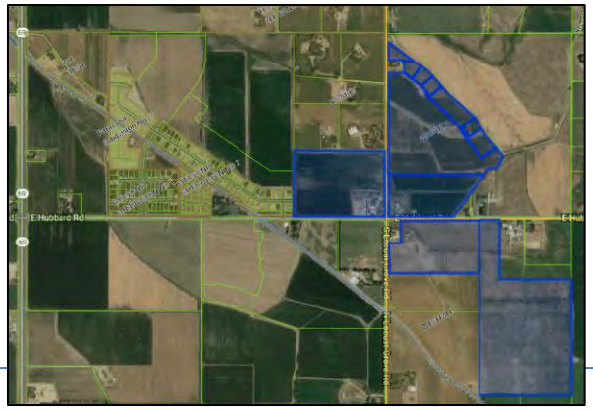
Traffic Findings for Consideration

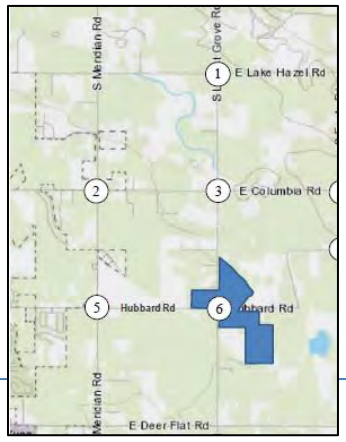
1. Proposed Development

The proposed Patagonia Subdivision contains four separate subdivisions with a combine total of 603 single-family dwelling units. Patagonia Subdivision is expected to be developed in multiple phases. For this study, the developments were consolidated into three major phases with the following proposed number of dwelling units and expected build-out year:

- 2023 Phase 1 – 201 dwelling units
- 2030 Phase 2 – 201 dwelling units
- 2038 Phase 3 (build-out) – 201 dwelling units

2. Vicinity Map





3. Trip Generation:

Table 4.1 – Phase 1 Site Trip Generation Summary

Land Use	ITE Code	Size	Unit	Period	Trip Rate Per Unit	Total Trips	Entering		Exiting	
Single-Family Detached Housing	210	201	DU	Weekday Daily (vpd)	9.44	1,898	50%	949	50%	949
				AM Peak Hour (vph)	0.74	149	25%	37	75%	112
				PM Peak Hour (vph)	0.99	199	63%	125	37%	74

Table 6.1 – Phase 2 Site Trip Generation Summary

Land Use	ITE Code	Size	Unit	Period	Trip Rate Per Unit	Total Trips	Entering		Exiting	
Single-Family Detached Housing	210	201	DU	Weekday Daily (vpd)	9.44	1,898	50%	949	50%	949
				AM Peak Hour (vph)	0.74	149	25%	37	75%	112
				PM Peak Hour (vph)	0.99	199	63%	125	37%	74

Table 8.1 – Phase 3 (Build-Out) Site Trip Generation Summary

Land Use	ITE Code	Size	Unit	Period	Trip Rate Per Unit	Total Trips	Entering		Exiting	
Single-Family Detached Housing	210	201	DU	Weekday Daily (vpd)	9.44	1,898	50%	949	50%	949
				AM Peak Hour (vph)	0.74	149	25%	37	75%	112
				PM Peak Hour (vph)	0.99	199	63%	125	37%	74

4. Traffic Impact Study

Dated: November 30, 2018

a. Executive Summary

Thompson Engineers prepared a traffic impact study for the proposed Patagonia East Subdivision. Below is an executive summary of the findings as presented by Thompson Engineers. The following executive summary is not the opinion of ITD staff. ITD Staff has reviewed the submitted traffic impact study for consistency with ITD policies and practices and may have additional and/or varied requirements beyond what is noted in the summary.

Table 1 – Intersection Improvements Summary

	Intersection	2018 Existing	2023 (Phase 1)		2030 (Phase 2)		2038 (Build-Out)	
			Background	Total	Background	Total	Background	Total
①	Lake Hazel Rd and Locust Grove Rd	None	None	None	None	None	**Signal or roundabout**	None beyond prior improvements
②	SH 69 and Columbia Rd	None	**Signal operation/timing adjustment**	None beyond prior improvements	**Auxiliary through lane on SH 69, SB right-turn lane, dual EBL and dual WBL**	None beyond prior improvements	**2 through lanes on Columbia Rd approaches**	None beyond prior improvements
③	Locust Grove Rd and Columbia Rd	None	None	None	None	**Signal or roundabout**	None beyond prior improvements	None beyond prior improvements
④	Eagle Rd and Columbia Rd	None	None	None	None	None	**Signal or roundabout**	None beyond prior improvements
⑤	SH 69 and Hubbard Rd	None (Signal)	None	None	**SB right-turn lane**	None beyond prior improvements	**WB right-turn lane**	None beyond prior improvements
⑥	Locust Grove Rd and Hubbard Rd	None	None	None	None	None	None	None
⑦	Eagle Rd and Hubbard Rd	None	None	None	None	None	None	None
⑧	N Ray Access and Locust Grove Rd	Future Intersection		Stop T-intersection	None	None	None	None
⑨	Bridge / Ray Access and Locust Grove Rd	Future Intersection		Two-Way Stop	None	None	None	**SB right-turn lane**[1]
⑩	W Bridge Access and Hubbard Rd	Future Intersection		Stop T-intersection	None	None	None	None
⑪	Ray / Welsh Access and Hubbard Rd	Future Intersection		Two-Way Stop	None	None	None	None
⑫	Wood Access and Hubbard Rd	Future Intersection		Stop T-intersection	None	None	None	None
⑬	S Welsh Access and Locust Grove Rd	Future Intersection		Stop T-intersection	None	None	None	None

[1] Turn lane is needed based on ACHD's turn lane guidelines and is not required based on minimum operational thresholds

Table 2 – Roadway Segment Lane Improvement Summary

Roadway Segment	2018 Existing Lanes	2023 Phase 1		2030 Phase 2		2038 Phase 3 (Build-Out)	
		Background	Total	Background	Total	Background	Total
SH 69	5	5	5	**7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)**	7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)	7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)	7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)
Columbia Rd SH 69 to Locust Grove Rd	2	**3**	3	3	3	**5 lanes ½ mile east and west of SH 69**	5 lanes ½ mile east and west of SH 69
Columbia Rd Locust Grove Rd to Eagle Rd	2	2	2	2	**3**	3[A]	3[A]
Locust Grove Road Lake Hazel Rd to Columbia Rd	2	2	2	2	2	2	2
Locust Grove Rd Columbia Rd to Hubbard Rd	2	2	2	2	2	2	2
Hubbard Road SH 69 to Locust Grove Rd	2	2	2	2	2	2	2
Hubbard Road Locust Grove Rd to Eagle Rd	2	2	2	2	2	2	2

[A] Exceed ACHD's LOS E planning threshold as a three-lane minor arterial.

2.0 Improvements Needed to Mitigate 2018 Existing Traffic

2.1 All study area intersections meet ITD's or ACHD's minimum operational thresholds with 2018 existing traffic conditions analyzed with the existing intersection control and lane configurations or with the installation of a traffic signal at the SH 69 and Hubbard Road intersection in Autumn 2018, after traffic counts were collected. As a result, no intersection control or capacity improvements are needed to mitigate 2018 existing traffic.

2.2 None of the study area intersections need turn lanes based on ACHD's turn lane guidelines.

2.3 All study area roadways segments meet ACHD's LOS E planning threshold with 2018 existing traffic.

3.0 Improvements Needed to Mitigate 2023 Phase 1 Background Traffic

3.1 All study area intersections are expected to meet ITD's and ACHD's minimum operational thresholds with 2023 background traffic conditions analyzed with the existing intersection control and lane configurations, with the exception of one intersection. The intersection and proposed improvement are:

- SH 69 and Columbia Road intersection
  - Signal operation/timing adjustments

3.2 None of the study area intersections are expected to need turn lanes with 2023 background traffic based on ACHD's turn lane guidelines.

3.3 The Columbia Road segment between SH 69 and Locust Grove Road is expected to exceed ACHD's LOS E planning threshold with 2023 background traffic as a two-lane minor arterial.

- This segment of Columbia Road would need widened to three lanes, one lane in each direction with a center turn lane, to meet LOS E planning threshold.
  - According to ACHD's MSM, this segment of Columbia Road is planned for three lanes preservation.

4.0 Improvements Needed to Mitigate 2023 Phase 1 Total Traffic

4.1 All study area intersections are expected to meet ITD's or ACHD's minimum operational thresholds with 2023 total traffic conditions analyzed with the existing intersection control and lane configurations, with the exception of one intersection. The intersection and improvement are:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2023 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to exceed the overall intersection v/c ratio threshold during the peak hours.

4.2 None of the study area intersection or proposed site access intersections are expected to need turn lanes with 2023 total traffic based on ACHD's turn lane guidelines.

4.3 None of the study area roadway segments need additional capacity improvements beyond the improvements on Columbia Road segment needed to mitigate 2023 background traffic conditions.

5.0 Improvements Needed to Mitigate 2030 Phase 2 Background Traffic

5.1 Two study area intersections are expected to exceed ITD or ACHD minimum operational thresholds with 2030 Phase 2 background traffic conditions analyzed with the existing intersection control and lane configurations. The intersections and improvements needed to mitigate 2030 background traffic impacts are:

- Columbia Road and SH 69 intersection
  - Three through lanes on SH 55 approaches
    - The additional through lanes on SH 69 are auxiliary through lanes extending at least 2,000 feet beyond the intersection to allow proper merging operation and signage based on NCHRP Report 707.
  - Southbound right-turn lane
  - Dual left-turn lanes on Columbia Road approaches

These intersection improvements are not programmed in ITD's or ACHD's current transportation plans. They are identified in this TIS as anticipated improvements needed to mitigate 2030 Phase 2 background traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvements should be verified with an updated TIS for future phase preliminary plat submittal.

- Hubbard Road and SH 69 intersection
  - Southbound right-turn lane

5.2 Two study area intersections are expected to meet vehicular volume thresholds for signals based on preliminary signal warrant analysis:

- Locust Grove Road and Columbia Road intersection
  - Although the intersection is expected to meet warrants for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - A signal is not required to mitigate 2030 background traffic.
  - A detailed signal warrant analysis should be conducted with an updated TIS for Phase 2 preliminary plat submittal.

- Eagle Road and Columbia Road intersection
  - Although the intersection is expected to meet warrants for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - A signal is not required to mitigate 2030 background traffic.
  - A detailed signal warrant analysis should be conducted with an updated TIS for Phase 2 preliminary plat submittal.

5.3 None of the study area intersections or proposed site access intersections are expected to need turn lanes with 2030 background traffic based on ACHD's turn lane guidelines.

5.4 None of the study area roadway segments need additional capacity improvements, except for the intersection improvements identified above.

6.0 Improvements Needed to Mitigate 2030 Phase 2 Total Traffic

6.1. Two study area intersections are expected to exceed ITD's or ACHD's minimum operational thresholds with 2030 Phase 2 total traffic conditions analyzed with the existing intersection control and lane configurations or with the preceding improvements identified in prior phase. The intersections and improvements needed to mitigate 2030 total traffic impacts are:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2030 total traffic impacts.
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the peak hours.

- Locust Grove Road and Columbia Road intersection (two options)
  - Single-lane roundabout
    - The intersection is identified in the current ACHD MSM as a single-lane roundabout.
  - Signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2030 total traffic.

These intersection improvement options are not programmed in the current ACHD's transportation plans. They are identified in this traffic impact study as anticipated improvement options needed to mitigate 2030 Phase 2 total traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

6.2. Two study area intersections are expected to meet vehicular volume thresholds for signals based on preliminary signal warrant analysis:

- Lake Hazel Road and Locust Grove Road intersection
  - Although the intersection is expected to meet warrant for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - As a result, a signal is not required to mitigate 2030 total traffic to meet ACHD's minimum operational thresholds.
  - A detailed signal warrant analysis should be conducted with an updated TIS for future phase preliminary plat submittal.

- Eagle Road and Columbia Road intersection
  - Although the intersection is expected to meet warrant for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - As a result, a signal is not required to mitigate 2030 total traffic to meet ACHD's minimum operational thresholds.
  - A detailed signal warrant analysis should be conducted with an updated TIS for future phase preliminary plat submittal.

6.3. None of the study area intersections or proposed site access intersections are expected to need turn lanes with 2030 total traffic based on ACHD's turn lane guidelines.

6.4. The Columbia Road segment between Locust Grove Road and Eagle Road is expected to exceed ACHD's LOS E planning threshold with 2030 total traffic as a two-lane minor arterial.

- This segment of Columbia Road would need widened to three lanes, one lane in each direction with a center turn lane, to meet LOS E planning threshold.
  - According to ACHD's MSM, this segment of Columbia Road is planned for three lanes preservation.

7.0 Improvements Needed to Mitigate 2038 Phase 3 (Build-Out) Background Traffic

7.1 Four study area intersections are expected to exceed ITD's or ACHD's minimum operational thresholds with 2038 background traffic conditions analyzed with the existing intersection control and lane configurations or with the preceding improvements identified in prior phases. The intersections and improvements are:

- Locust Grove Road and Lake Hazel Road intersection (two options)
  - Single-lane roundabout
    - The Locust Grove Road and Lake Hazel Road intersection is identified in the current ACHD CIP as a single-lane roundabout between 2026 and 2030 timeframe.
  - Signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2038 background traffic.

  These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

- SH 69 and Columbia Road intersection
  - Two through lanes on Columbia Road approaches
    - Columbia Road is not programed in the current ACHD's transportation plans to be widened to accommodate two through lanes in either direction. These improvements are identified as anticipated improvements needed to mitigate 2038 background traffic, and should be verified with an update TIS for future phase preliminary plat submittal.

- Eagle Road and Columbia Road intersection (two options)
  - Single-lane roundabout
    - The intersection is identified in the current ACHD MSM as a single-lane roundabout.
  - Traffic signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2038 background traffic.

These intersection improvement options are not programmed in the current ACHD's transportation plans. They are identified in this TIS as anticipated improvement options needed to mitigate 2038 background traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

- Hubbard Road and SH 69 intersection
  - Westbound right-turn lane

7.2 None of the study are intersections or proposed site access intersections are expected to need turn lanes with 2038 background traffic based on ACHD's turn lane guidelines.

7.3 In addition to the intersection improvements identified above, the following roadway capacity improvement is needed to mitigate 2038 background traffic

- Columbia Road
  - Widen to five lanes approximately ½ mile east and west of SH 69 intersection
    - These segments of Columbia Road are identified in ACHD MSM as a Transitional/Commercial arterial with preservation of up to three lanes.

8.0 Improvements Needed to Mitigate 2038 Phase 3 (Build-Out) Total Traffic

8.1 All study area intersections are expected to meet ITD's or ACHD's minimum operational thresholds with 2038 total traffic conditions analyzed with the existing intersection control and lane configurations or with the preceding improvements identified in prior phases, with the exception of two intersections exceeding overall intersection v/c ratio:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2038 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the peak hours.

- SH 69 and Hubbard Road intersection
  - No improvements are proposed to mitigate 2038 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the AM peak hour.

8.2 One proposed site access intersection is expected to require turn lane based on ACHD's turn-lane guidelines

- Ray / Bridge Access on Locust Grove Road
  - Southbound right-turn lane

8.3 Columbia Road segments between Locust Grove Road and Eagle Road are expected to exceed ACHD's LOS E planning threshold with 2038 total traffic as a three-lane minor arterial.

5. ITD Policy Review

a. Proportionate Share Contribution

ITD District 3 has issued *Memo 39-Development Proportionate Share Contribution* as a means to request equitable contribution from developers to improve public facilities needed to serve new growth and development.

b. Jurisdictional Authority

ITD does not have jurisdictional authority to require improvements from the developer. A formal letter of request will need to be sent to the City of Kuna requesting them to include any mitigation to the State highway system in their development agreement.

c. Interagency Agreement

ITD does not have an Interagency Agreement with the City of Kuna. In order to collect any proportionate share contributions, ITD will need to enter into an interagency agreement with Kuna.

6. Staff Comments Recommendations

ITD is in the process of developing a SH-69 corridor plan to determine ultimate future width and intersection improvements along SH-69. The report is anticipated to be finalized in Spring 2020. ITD is uncertain if the TIS's proposed intersection mitigation improvements will be the preferred treatments identified in the SH-69 corridor plan, however the proposed mitigation are reasonable solutions on which to base proportionate share contribution.

<u>Intersection of SH-69/Columbia Road</u>
The TIS identified that in 2030 and 2038 the intersection of Columbia Road and SH-69 is anticipated to exceed ITD's minimum operational thresholds. Congestion increases from trips generated by this development. The TIS recommends the following improvements to this intersection.

(Prior to 202 dwelling units)

- Northbound and southbound auxiliary thru lane on SH-69
- Southbound right turn lane
- Dual eastbound left turn lanes
- Dual westbound left turn lanes

(Prior to 403 dwelling units)

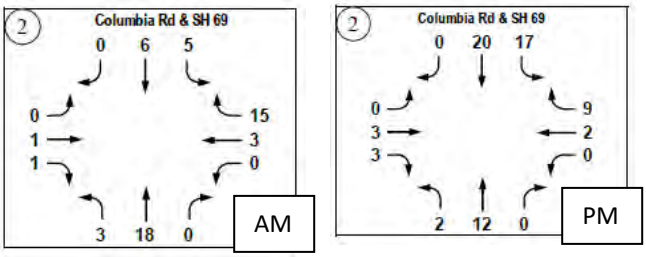
- Eastbound and westbound auxiliary thru lanes on Columbia Road

ITD estimates the design and construction costs of the improvements required prior to 202 dwelling units to be $2,477,973. This includes purchase of right-of-way and relocating four signal poles. See attached estimate.

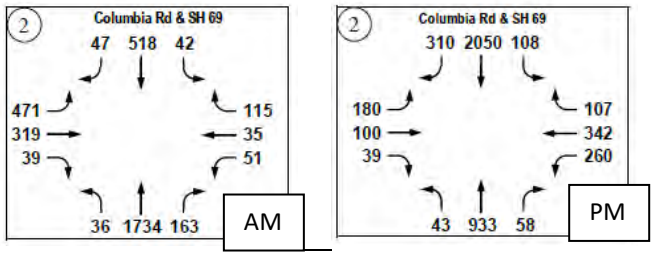
ITD requests the developer pay the following proportionate shares towards the future intersection treatments at Columbia Road / SH-69 for Phase 1:

(Prior to 202 dwelling units) = $73,100 (2.95%)
Need to include site trips from prior phases. Double site traffic volumes below.

2030 Site Traffic



2030 Total Traffic



AM Site = 104	*AM Total = 3,570*	*AM % = 2.9*
PM Site = 136	*PM Total = 4,530*	*PM % = 3.0*
Proportionate Share for SH-69 / Columbia Rd Phase 1 Intersection Improvements		***Avg % = 2.95***

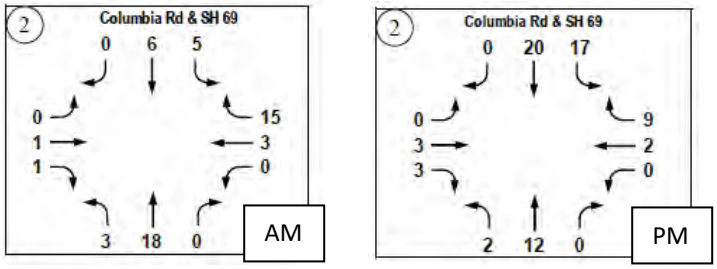
ITD estimates the design and construction costs of constructing eastbound and westbound auxiliary lanes on Columbia Road required prior to 403 dwelling units to be $888,136. See attached estimate.

ITD requests the developer pay the following proportionate shares towards the future intersection treatments at Columbia Road / SH-69 for Phase 2:

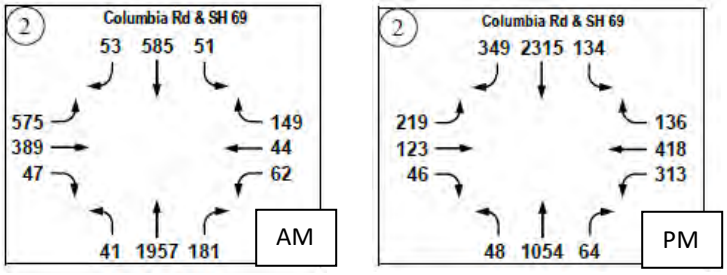
(Prior to 403 dwelling units) = $34,193 (3.85%)

Need to include site trips from prior phases. Triple site traffic volumes below.

2038 Site Traffic



2038 Total Traffic



AM Site = 156	*AM Total = 4,134*	*AM % = 3.8*
PM Site = 204	*PM Total = 5,219*	*PM % = 3.9*
Proportionate Share for SH-69 / Columbia Rd Phase 2 Intersection Improvements		***Avg % = 3.85***

Staff recommends the developer pay a total proportionate share of $107,293 to all improvements needed at the intersection of SH-69 and Columbia Road. Proportionate share needs to be provided prior to occupancy of the development. Proportionate share could be broken by phase, see details above.

Intersection of SH-69/Hubbard Road

The TIS identified that in 2030 and 3038 the intersection of Columbia Road and SH-69 is anticipated to exceed ITD's minimum operational thresholds. Congestion increases from trips generated by this development. The TIS recommends the following improvements to this intersection.

(Prior to 202 dwelling units)

- Southbound right turn lane

(Prior to 403 dwelling units)

- Westbound right turn lane

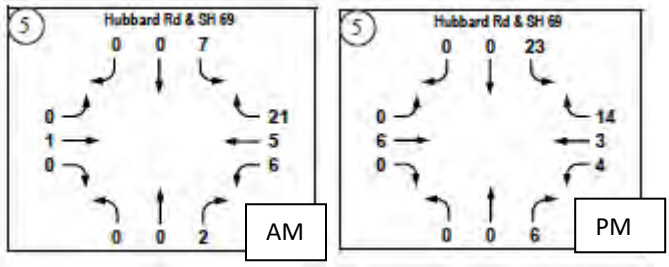
ITD estimates the cost of one right turn lane design, installation, and construction to be $867,465.60. This includes purchase of right-of-way and relocating one signal pole. See attached estimate.

ITD requests the developer pay the following proportionate shares towards the future intersection treatments at Hubbard Road / SH-69:

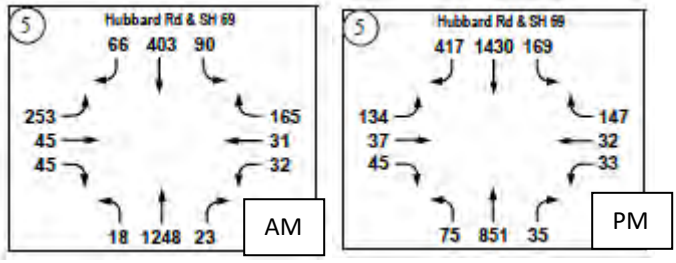
(Prior to 202 dwelling units) = $29,493 (3.4%)

Need to include site trips from prior phases. Double site traffic volumes below.

2030 Site Traffic



2030 Total Traffic

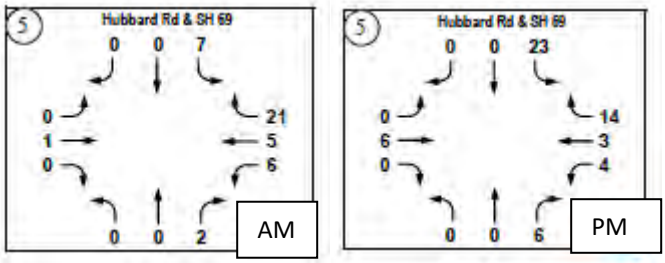


AM Site = 84	*AM Total = 2,419*	*AM % = 3.5*
PM Site = 112	*PM Total = 3,405*	*PM % = 3.3*
Proportionate Share for SH-69 / Hubbard Rd SB right turn lane Intersection Improvements		***Avg % = 3.4***

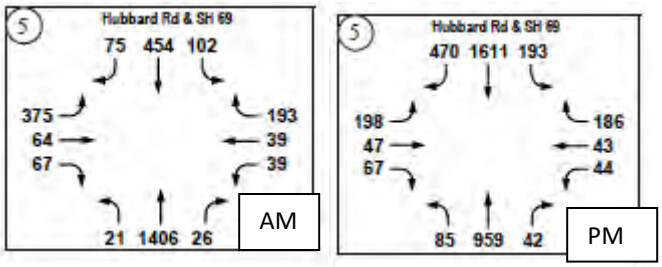
(Prior to 403 dwelling units) = $35,566 (4.1%)

Need to count site trips from prior phases. Triple site traffic volumes below.

2038 Site Traffic



2038 Total Traffic



AM Site = 126	*AM Total = 3,161*	*AM % = 4.0*
PM Site = 168	*PM Total = 3,995*	*PM % = 4.2*
Proportionate Share for SH-69 / Hubbard Rd WB right turn lane Intersection Improvements		***Avg % = 4.1***

Staff recommends the developer pay a total proportionate share of $65,060 to the future southbound right and westbound right turn lanes at the intersection of SH-69 and Hubbard Road. Proportionate share needs to be provided prior to occupancy of the development. Proportionate share could be broken by phase, see details above.

****ITD Staff Recommendations are intended to assure that the proposed development will not place an undue burden on the existing State Highway system within the vicinity impacted by the proposed development.*

1. Appendices

Appendix A	SH-69 / Columbia Road Cost Estimate - Phase 1
Appendix B	SH-69 / Columbia Road Cost Estimate - Phase 2
Appendix C	SH-69 / Hubbard Road Cost Estimate for a Single Right Turn Lane

Appendix A

SH-69 / Columbia Road Cost Estimate – Phase 1

Conceptual Cost Estimate

Estimated By: Dan Block Date: 4/09/2020
Checked By: Date:
Location: SH-69, Intersection Columbia Rd PHASE 1 (Segment 002150, MP 5.15)

Scope (Phase 1):
Widen SH-69 to accommodate the following lane configuration:
1 NB Left, 2 NB Thru, 1 NB Thru/Right (auxiliary)
1 SB Left, 2 SB Thru, 1 SB Thru (auxiliary), SB Right

Widen Columbia Rd to accommodate the following lane configuration:
2 EB Left, 1 EB Thru/Right
2 WB Left, 1 WB Thru, 1 WB Right

The proposed work is split into two phases. Phase 1 is provided through this cost estimate. Phase 2 involves additional widening of Columbia Rd to provide 2 Thru lanes in each direction. See Phase 2 estimate for additional details.

Work on SH-69 extends 1,850-FT north and south of the intersection. This length is comprised of 200-FT between the intersection and the first lane reduction sign, followed by 1,650-FT of lane reduction markings and taper per the ITD Standard Detail - Lane Reduction Arrow Placement for 55 mph. Columbia Rd is widened to provide two left turn lanes onto SH-69.

This estimate assumes that right-of-way purchase will be required on all 4 intersection legs. Right-of-way impacts for Phase 1 and 2 are included in this Phase 1 estimate (no additional R/W is included in Phase 2).

	Item	Quantity	Unit Price	Cost	Note
SECTION 1					
201-010A	CLEARING & GRUBBING	1.00 LS	$ 10,000.00	$ 10,000.00	KN 18872
203-130A	REMOVAL OF PAVEMENT MARKINGS	12,162.00 FT	$ 1.00	$ 12,162.00	KN 18852
205-005A	EXCAVATION	3,759.00 CY	$ 15.25	$ 57,324.75	KN 18872
203-015A	REM OF BITUMINOUS SURFACE	4,607.00 SY	$ 3.15	$ 14,512.05	KN 13030
301-005A	GRANULAR SUBBASE	9,100.00 TON	$ 15.90	$ 144,690.00	KN 18872
303-021A	3/4" AGGR TY A FOR BASE	6,651.00 TON	$ 18.30	$ 121,713.30	KN 18872
401-020A	CSS-1 DIL EMUL ASPH FOR TACK COAT	1,592.00 GAL	$ 3.48	$ 5,540.16	KN 18872
405-435A	SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-3	4,269.00 TON	$ 70.00	$ 298,830.00	KN 18872
614-025A	CURB RAMP	40.00 SY	$ 95.00	$ 3,800.00	KN 13514
621-005A	SEED BED PREPARATION	2.37 ACRE	$ 4,000.00	$ 9,480.00	KN 13387
621-010A	SEEDING	2.37 ACRE	$ 2,400.00	$ 5,688.00	KN 13387
630-025A	LONGITUDINAL PAVEMENT MARKING	31,871.00 FT	$ 0.12	$ 3,824.52	KN 18852
656-005A	TRAF SIGNAL INSTALLATION	1.00 LS	$ 229,000.00	$ 229,000.00	KN 18872
S656-15A	MULTIPLE APPROACH RADAR DETECTION SYSTEM	1.00 LS	$ 78,388.33	$ 78,388.33	KN 19414
675-005A	SURVEY	1.00 LS	$ 45,000.00	$ 45,000.00	KN 18852
SP	RELOCATE IRRIGATION STRUCTURES	1.00 LS	$ 15,000.00	$ 15,000.00	ROM
	Traffic Control	1.00 LS	$ 81,000.00	$ 81,000.00	KN 18852
	Miscellaneous Minor Items	5%		$ 56,797.66	
	Mobilization	10%		$ 113,595.31	
	SECTION 1 Sub-Total			$ 1,306,346.08	
SECTION 2					
	CN Change Order / Quantity Variance	5%		$ 65,317.30	
	CN Non-Bid Items	3.5%		$ 45,722.11	
	SECTION 2 Sub-Total			$ 111,039.42	
SUMMARY					
	Sub-Total: SECTION 1 & SECTION 2			$ 1,417,385.49	
	Contingency - Scoping Level	30%		$ 425,215.65	
	TOTAL CONSTRUCTION COST			**$ 1,842,601.14**	

Summary of Project Costs		Amount	Note
Construction		$ 1,842,601.14	
Design Services	10%	$ 184,260.11	
Construction Services	12%	$ 221,112.14	
Right-of-Way	2.30 ACRES	$ 230,000.00	ROM
Total Cost		$ 2,477,973.39	

ESTIMATE_SH-69 Columbia Concept Phase 1 Page 1 of 2

EXISTING PAVEMENT
PHASE 1 PAVEMENT ADDITIONS
0'
250'
SH-69
COLUMBIA RD
COLUMBIA RD
SH-69
CONCEPTUAL LAYOUT: SH-69, COLUMBIA RD INTERSECTION
PHASE 1 WIDENING
IDAHO TRANSPORTATION DEPARTMENT
PROJECT NO.
SH-69, COLUMBIA RD INTERSECTION
ADA CO
COUNTY ADA
KEY NUMBER
SHEET OF

Appendix B

SH-69 / Columbia Road Cost Estimate – Phase 2

Conceptual Cost Estimate

Estimated By: Dan Block Date: 4/09/2020
Checked By: Date:
Location: SH-69, Intersection Columbia Rd PHASE 2 (Segment 002150, MP 5.15)

Scope (Phase 2):
Widen Columbia Rd to accommodate the following lane configuration:
2 EB Left, 1 EB Thru, 1 EB Thru/Right
2 WB Left, 1 WB Thru, 1 WB Thru/Right

The proposed work is split into two phases. This estimate covers Phase 2 work. Phase 1 provided the baseline widening to accommodate new auxiliary lanes on SH-69 and additional left turn lanes on Columbia Rd. Phase 2 involves additional widening of Columbia Rd to provide 2 Thru lanes in each direction. See Phase 1 estimate for additional details.

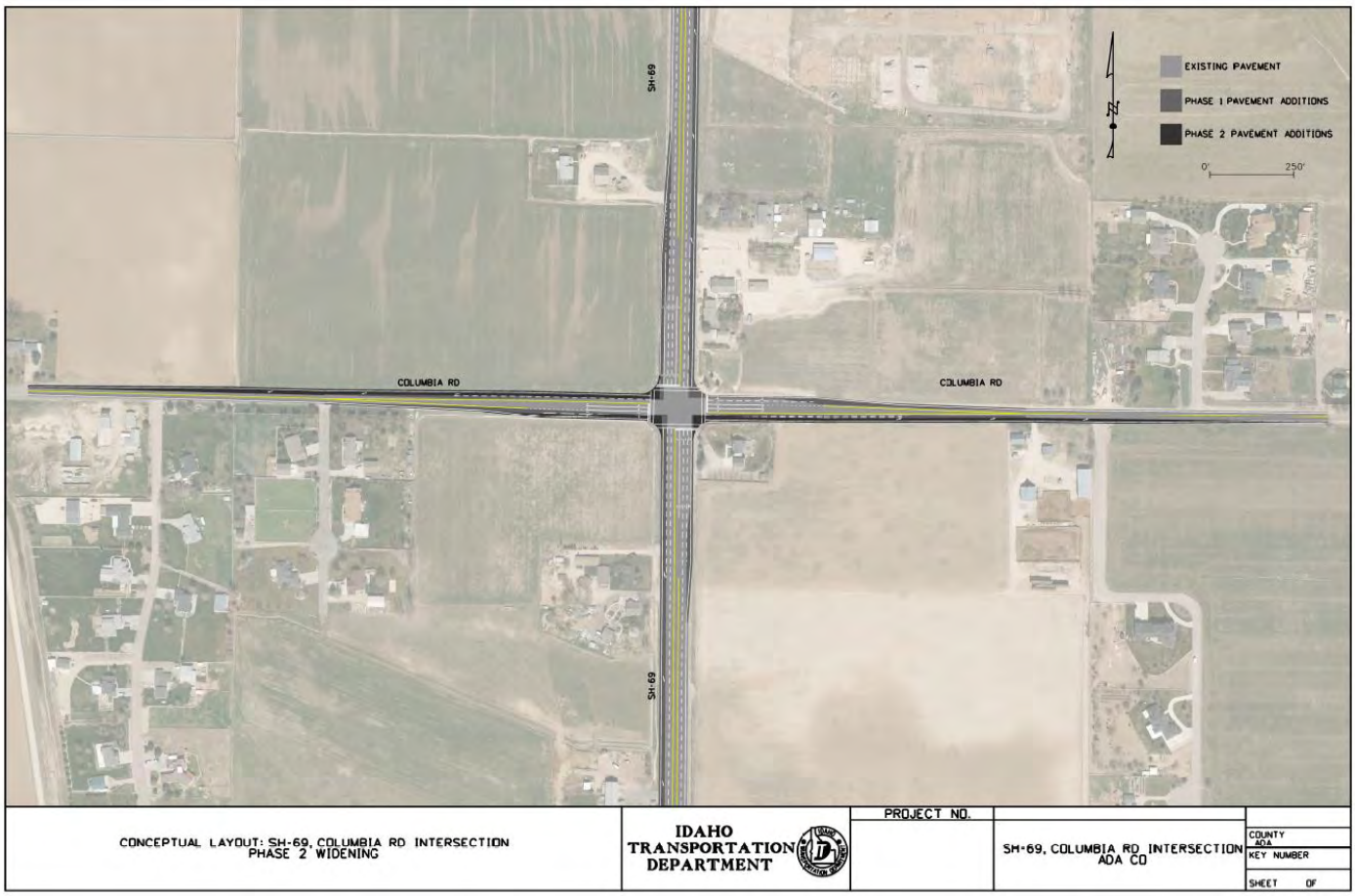
Work on Columbia Rd extends 1,850-FT east and west of the intersection. This length is comprised of 365-FT between the intersection and the first lane reduction sign, followed by 1,485-FT of lane reduction markings and taper per the ITD Standard Detail - Lane Reduction Arrow Placement for 50 mph.

This estimate assumes that all necessary right-of-way was acquired in Phase 1.

	Item	Quantity	Unit Price	Cost	Note
SECTION 1					
201-010A	CLEARING & GRUBBING	1.00 LS	$ 10,000.00	$ 10,000.00	KN 18872
203-130A	REMOVAL OF PAVEMENT MARKINGS	2,993.00 FT	$ 1.00	$ 2,993.00	KN 18852
205-005A	EXCAVATION	1,786.00 CY	$ 15.25	$ 27,236.50	KN 18872
203-015A	REM OF BITUMINOUS SURFACE	1,021.00 SY	$ 3.15	$ 3,216.15	KN 13030
301-005A	GRANULAR SUBBASE	4,319.00 TON	$ 15.90	$ 68,672.10	KN 18872
303-021A	3/4" AGGR TY A FOR BASE	3,157.00 TON	$ 18.30	$ 57,773.10	KN 18872
401-020A	CSS-1 DIL EMUL ASPH FOR TACK COAT	756.00 GAL	$ 3.48	$ 2,630.88	KN 18872
405-435A	SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-3	2,028.00 TON	$ 70.00	$ 141,960.00	KN 18872
621-005A	SEED BED PREPARATION	1.12 ACRE	$ 4,000.00	$ 4,480.00	KN 13387
621-010A	SEEDING	1.12 ACRE	$ 2,400.00	$ 2,688.00	KN 13387
630-025A	LONGITUDINAL PAVEMENT MARKING	9,548.00 FT	$ 0.12	$ 1,145.76	KN 18852
675-005A	SURVEY	1.00 LS	$ 45,000.00	$ 45,000.00	KN 18852
	Traffic Control	1.00 LS	$ 81,000.00	$ 81,000.00	KN 18852
	Miscellaneous Minor Items	5%		$ 22,439.77	
	Mobilization	10%		$ 44,879.55	
	SECTION 1 Sub-Total			$ 516,114.81	
SECTION 2					
	CN Change Order / Quantity Variance	5%		$ 25,805.74	
	CN Non-Bid Items	3.5%		$ 18,064.02	
	SECTION 2 Sub-Total			$ 43,869.76	
SUMMARY					
	Sub-Total: SECTION 1 & SECTION 2			$ 559,984.57	
	Contingency - Scoping Level	30%		$ 167,995.37	
	TOTAL CONSTRUCTION COST			**$ 727,979.94**	

Summary of Project Costs		Amount	Note
Construction		$ 727,979.94	
Design Services	10%	$ 72,797.99	
Construction Services	12%	$ 87,357.59	
Right-of-Way	0.00 ACRES	$ -	
Total Cost		**$ 888,135.53**	

ESTIMATE_SH-69 Columbia Concept Phase 2 Page 1 of 2


EXISTING PAVEMENT
PHASE 1 PAVEMENT ADDITIONS
PHASE 2 PAVEMENT ADDITIONS
0'
250'
SH-69
COLUMBIA RD
COLUMBIA RD
SH-69
CONCEPTUAL LAYOUT: SH-69, COLUMBIA RD INTERSECTION
PHASE 2 WIDENING
IDAHO
TRANSPORTATION
DEPARTMENT
PROJECT NO.
SH-69, COLUMBIA RD INTERSECTION
ADA CO
COUNTY
ADA
KEY NUMBER
SHEET OF

Appendix C

SH-69 / Hubbard Road Cost Estimate – Single Right Turn Lane

Intersection Widening - Conceptual Cost Estimate

Estimated By: E. Bowen Date: 3-20-2020
Checked By: Date:

Location: Intersection of SH-69 and Hubbard Road
Scope: Right turn lane, 1 signal pole relocation, right-of-way acquisition

	Item Description	Quantity		Unit Price	Cost	Source
SECTION 1						
201-010A	CLEARING & GRUBBING	0.86	ACRE	$ 6,833.00	$ 5,909.22	KN 18872
203-015A	REM OF BITUMINOUS SURF	1026.67	SY	$ 9.67	$ 9,927.87	KN 18872
203-130A	REMOVAL OF PAV MARKINGS	6930.00	FT	$ 1.00	$ 6,930.00	KN 18852
205-005A	EXCAVATION	3422.22	CY	$ 15.25	$ 52,188.89	KN 18872
301-005A	GRANULAR SUBBASE	2647.94	TON	$ 15.90	$ 42,102.31	KN 18872
303-022A	3/4" AGGR TY B FOR BASE	2284.11	TON	$ 18.30	$ 41,799.26	KN 18872
401-020A	CSS-1 DIL EMUL ASPH FOR TACK COAT	474.93	GAL	$ 3.48	$ 1,652.77	KN 18872
405-435A	SUPERPAVE HMA PAV INCL ASPH&ADD CL SP-3	1273.42	TON	$ 70.00	$ 89,139.05	KN 18872
614-015A	SIDEWALK	26.94	SY	$ 80.00	$ 2,155.56	KN 20294
614-025A	CURB RAMP	20.00	SY	$ 193.50	$ 3,870.00	KN 19965
615-492A	CURB & GUTTER TYPE 2	78.50	FT	$ 50.00	$ 3,925.00	KN 20294
621-005A	SEED BED PREPARATION	0.55	ACRE	$ 1,529.67	$ 836.15	KN 18872
621-010A	SEEDING	0.55	ACRE	$ 1,663.33	$ 909.22	KN 18872
615-651A	TRAFFIC SEPARATOR TYPE 1	0.00	FT	$ 20.00	$ -	KN 19965 KN 20798
630-020A	TRANSVERSE, WORD, SYMBOL, ARROW PAV MKG – WATERBORNE	356.00	SF	$ 3.40	$ 1,210.40	KN 13962
630-025A	LONGITUDINAL PAVEMENT MARKING	9890.58	FT	$ 1.05	$ 10,385.11	KN 18872
656-005A	TRAF SIGNAL INSTALLATION	0.25	LS	$ 229,000.00	$ 57,250.00	KN 18872
675-005A	SURVEY	1.00	LS	$ 20,000.00	$ 20,000.00	KN 18872
	Traffic Control	1.00	LS	$ 73,000.00	$ 73,000.00	KN 18872
	Miscellaneous Minor Items	5%			$ 21,159.54	
	Mobilization	10%			$ 42,319.08	
	SECTION 1 Sub-Total				$ 486,669.40	
SECTION 2						
	CN Change Order / Quantity Variance	5%			$ 24,333.47	
	CN Non-Bid Items	3.5%			$ 17,033.43	
	SECTION 2 Sub-Total				$ 41,366.90	
SUMMARY						
	Sub-Total: SECTION 1 & SECTION 2				$ 528036.30	
	Contingency - Scoping Level	30%			$ 158,410.90	
	TOTAL CONSTRUCTION COST				$ 686,447.20	

Summary of Project Costs			Amount
Construction			$ 686,447.20
Design Services	10%		$ 68,644.72
Construction Services	12%		$ 82,373.67
Right-of-Way	0.30	ACRES	$ 30,000.00
Total Cost			$ 867,465.60

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Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

April 28, 2020

Troy Behunin
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

Development Application	**19-14-AN, 19-11-S**
Project Name	**PATAGONIA EAST SUBDIVISION, PATAGONIA RIDGE SUBDIVISION, PATAGONIA LAKES SUBDIVISION**
Project Location	The northwest corner, northeast corner, and southeast corner of Hubbard and Locust Grove Roads, east of SH-69 milepost 4.00
Project Description	Annexation of 163 acres into Kuna City limits with R-4, R-6, and R-8 zones. This is a multi-phased, Master-Planned project. Applicant requests preliminary plat consisting of approximately 163.30 acres into 574 lots.
Applicant	Bonnie Layton, WH Pacific

The Idaho Transportation Department (ITD) reviewed the referenced annexation and preliminary plat applications and has the following comments:

1. This project does not abut the State Highway system.

2. ITD has received, reviewed a Traffic Impact Study for Patagonia East, Patagonia Ridge, Patagonia Lakes Subdivisions. The TIS identified the SH-69/ Columbia Road and SH-69/ Hubbard Road intersections were impacted by traffic generated by this development.

3. The proposed development will generate approximately 600 trips during peak times at the SH-69/ Columbia Road intersection. Traffic analysis provided by the applicant calculated the proportionate share for the improvements at SH-69/ Columbia Road as $107,293. Proportionate share can be broken down by phasing. The Technical Engineer has written up a technical report with an explanation of the proportionate share (see attached).

4. The proposed development will generate approximately 490 trips during peak times at the SH-69/ Hubbard Road intersection. Traffic analysis provided by the applicant calculated the proportionate share for the improvements at SH-69/ Hubbard Road as $65,060. Proportionate share can be broken down by phasing. The

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P.O. Box 8028 • Boise, ID 83707-2028
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Technical Engineer has written up a technical report with an explanation of the proportionate share (see attached).

5. The Idaho Administrative Procedures Act (IDAPA) 39.03.60 governs advertising along the State Highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.

6. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State Highway.

7. Provided each phase provide their calculated proportionate share prior to occupancy, ITD does not object to the annexation and preliminary plat of Patagonia Subdivisions as presented.

If you have any questions, you may contact me at (208) 334-8338 or Erika Bowen (208) 265-4312 ext 7.

Sincerely,

Sarah Arjona
Development Services Coordinator
Sarah.Arjona@itd.idaho.gov

Troy Behunin

From: Phil Roberts <proberts@kunafire.com>
Sent: Monday, February 24, 2020 10:00 AM
To: Troy Behunin
Subject: RE: Patagonia East Subdivision(S) Request for Comment

Categories: Agency Comments

Fire Comments.

All Dead-end roads should be justified, meaning will they be extended in the future (What is the time frame). If not need to meet the standards of the fire code. Example – Fitz Roy, dead ends into a private property need to know how that will be finished.

Phil Roberts
Fire Chief
Kuna Rural Fire District
208-922-1144 Ext 101
208-922-1982 Fax
208-870-3057 Cell

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, February 21, 2020 11:34 AM
To: ACHD <planningreview@achdidaho.org>; Becky Rone - Kuna USPS Addressing <rebecca.i.rone@usps.gov>; Bob Bachman <bbachman@kunaid.gov>; Boise Project Brd Cntrl <TRitthaler@boiseproject.org>; Boise-Kuna Irrigation Distr. <laurenboehlke@yahoo.com>; Brent Moore <bmoore@adacounty.id.gov>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; Phil Roberts <proberts@kunafire.com>; COMPASS <cmiller@compassidaho.org>; Dave R. - KSD <Dreinhart@kunaschools.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power <bwatson2@idahopower.com>; Idaho Power - Jacky Chris <easements@idahopower.com>; Idaho Power - K Funke <kfunke@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation - Chad Gordon <Chad.Gordon@jmsanitation.com>; Jim O. - KSD <Jim@kunaschools.org>; Julie Stanley - Regional Address Mgmt. <Julie.R.Stanley@usps.gov>; Kuna Police Chief <so4217@adaweb.net>; 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>; Mike Borzick <mborzick@kunaid.gov>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation District <terri@nyid.org>; Paul Stevens <PStevens@kunaid.gov>; Planning Mgr: Ada County Development Services <jboal@adaweb.net>
Subject: Patagonia East Subdivision(S) Request for Comment

Friday Morning Greetings everyone,

Troy Behunin

From: David Reinhart <dreinhart@kunaschools.org>
Sent: Tuesday, August 11, 2020 2:38 PM
To: Troy Behunin
Cc: Jim Obert
Subject: Re: tonight

Categories: Important, Agency Comments

Dear Commissioners,

I apologize for not being able to be with you this evening as our Board of Trustees is meeting.

I am writing on behalf of Kuna Joint School District #3 and our Board of Trustees. We study growth rates and housings patterns at a detailed level. Because of this we know, if our growth patterns hold true, we will need another elementary school east of Meridian Road and, ideally near Hubbard Road within the next 5 years.

We have worked a number of times with the developers of Patagonia regarding the land that is before the Commission tonight. They have in their master plan, a section of approximately 10 acres set aside for a school.

We have kept the Board apprised of this land and they are open to considering a donation or partial sale for the future use of a school.

While the developers have been open to talking, to this date we do not have a proposal to consider. Therefore Kuna School District is not to be assumed to be a part of this project.

We have significant concerns about the growth in this area with no firm partnership with a developer to assist with land as other developers have so generously offered.

Without this land any bond for a building would have to be increased by $1 million or more for land and infrastructure. We are not in a place that we want to ask voters for money for land and infrastructure if at all possible.

Our Board welcomes offers of land but they must be specific and reasonable.

Thank you for your time this evening. Please direct any questions you may have to me.

David Reinhart
Assistant Superintendent for School Support Services
Kuna Joint School District
Twitter: @kunalearns
208-955-0287

On Tue, Aug 11, 2020 at 9:54 AM Troy Behunin <tbehunin@kunaid.gov> wrote:

> Yes, I would prefer that someone be here to read it for maximum affect, but I do understand that you can't be in both places at once. LOL Send it over, and it will get read into the record.

This is what I sent the applicant – "Please let your client know that they should be *prepared* to fully discuss and to *commit* with *solid* answers about the school site. The KSD will be there and staff has also notified your client multiple times that the school site is *KEY* to making this work as a mixed use project. Housing diversity is *NOT* enough (for staff to support) for the mixed use designation, much of the project hinges on the school site."

Thanks, I look forward to the letter.

Troy

From: David Reinhart <dreinhart@kunaschools.org>
Sent: Tuesday, August 11, 2020 9:51 AM
To: Troy Behunin <tbehunin@kunaid.gov>
Subject: tonight

May we send a written testimony to be read tonight regarding Patagonia?

We have a Board meeting that Jim and I should both attend.

David Reinhart

Assistant Superintendent for School Support Services

Kuna Joint School District

Twitter: @kunalearns

208-955-0287

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Bonnie Layton

From: Terasa O'Brien
Sent: Thursday, December 19, 2019 3:01 PM
To: Bonnie Layton
Cc: Cara Duskey
Subject: FW: Patagonia Ridge and Patagonia Lakes Subdivision Name Reservations

See response below!

Terasa O'Brien | Administrative Assistant
WHPacific, Inc. - an NV5 company | 2141 W Airport Way, Ste 104, Boise, ID 83705
Direct 208.275.8744 | tobrien@whpacific.com

Enhance Client Satisfaction with Creative, Exceptional Service through Empowered Employees

From: Sub Name Mail [mailto:subnamemail@adacounty.id.gov]
Sent: Thursday, December 19, 2019 2:10 PM
To: Terasa O'Brien <TOBrien@whpacific.com>
Subject: RE: Patagonia Ridge and Patagonia Lakes Subdivision Name Reservations

Terasa;

Please note the two sentences of the reservation which state;
"I will reserve the two names **Patagonia Ridge Subdivision** and **Patagonia Lakes Subdivision** for your project. **Patagonia East Subdivision** was previously reserved on 7/26/2017 and we will revise that information to show the new firm and surveyor."

I believe that this answers your question.

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

From: Terasa O'Brien <TOBrien@whpacific.com>
Sent: Wednesday, December 18, 2019 12:18 PM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Cara Duskey <CDuskey@whpacific.com>; Bonnie Layton <BLayton@whpacific.com>
Subject: [EXTERNAL] RE: Patagonia Ridge and Patagonia Lakes Subdivision Name Reservations

Hello Glen,

Per your email below, I want to make sure that we are reserving Patagonia East along with Patagonia Ridge and Patagonia Lakes. Could you please let me know?

Thank you,

Terry O'Brien | Administrative Assistant
WHPacific, Inc. - an NV5 company | 2141 W Airport Way, Ste 104, Boise, ID 83705
Direct 208.275.8744 | tobrien@whpacific.com

Enhance Client Satisfaction with Creative, Exceptional Service through Empowered Employees

From: Sub Name Mail [mailto:subnamemail@adacounty.id.gov]
Sent: Wednesday, December 18, 2019 10:54 AM
To: Terasa O'Brien <TOBrien@whpacific.com>
Cc: 'Clint Hansen' <chansen@landsolutions.biz>
Subject: RE: Patagonia Ridge and Patagonia Lakes Subdivision Name Reservations

December 18, 2019

Clinton Hansen, Land Solutions
Terasa O'Brien, WH Pacific

RE: Subdivision Name Reservation: **PATAGONIA RIDGE SUBDIVISION / PATAGONIA LAKES SUBDIVISION**

At your request, I will reserve the two names **Patagonia Ridge Subdivision** and **Patagonia Lakes Subdivision** for your project. **Patagonia East Subdivision** was previously reserved on 7/26/2017 and we will revise that information to show the new firm and surveyor. 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.

These reservations are available for the projects as long as they are in the approval process until the project is terminated by either the client or 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: Terasa O'Brien <TOBrien@whpacific.com>
Sent: Tuesday, December 17, 2019 11:15 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Cara Duskey <CDuskey@whpacific.com>; Bonnie Layton <BLayton@whpacific.com>
Subject: [EXTERNAL] FW: FW: New Subdivision Name Reservation

Good morning Glen,

Please see below Kent Brown's response giving us permission to use the subdivision names as requested on the map below.

Thank you,

Terry O'Brien | Administrative Assistant
WHPacific, Inc. - an NV5 company | 2141 W Airport Way, Ste 104, Boise, ID 83705
Direct 208.275.8744 | tobrien@whpacific.com

From: kent brown <kentlkb@gmail.com>
Sent: Tuesday, December 17, 2019 11:00 AM
To: Cara Duskey <CDuskey@whpacific.com>
Subject: Re: FW: New Subdivision Name Reservation

Cara you can use the subdivision names

Kent Brown

On Tue, Dec 17, 2019 at 8:56 AM Cara Duskey <CDuskey@whpacific.com> wrote:

> Hi Kent,
>
> You reserved the name Patagonia in 2017, I don't know if you will be the one doing the plat processing, but we are doing to preplat applications and all, can you give us permission to use the Patagonia names as listed below?
>
> Thank you.
>
> Cara

Cara Duskey | Administrative Assistant
WHPacific, Inc. - an NV5 company | 2141 W Airport Way, Ste 104, Boise, ID 83705
Direct 208.275.8700 | Fax 208.342.5353 | cduskey@whpacific.com

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From: Sub Name Mail [mailto:subnamemail@adacounty.id.gov]
Sent: Monday, December 16, 2019 4:09 PM
To: Terasa O'Brien <TOBrien@whpacific.com>
Subject: RE: New Subdivision Name Reservation

Terasa;

The name Patagonia East was previously reserved by Kent Brown on 7/26/2017 for Parcel S1407449560, which is only one of the five Parcels you noted below.

However, since the other two developments are on the opposite sides of an existing right-of-way, new names are needed to comply with our existing policies.

I have inserted a conceptual map which Kent provided at the time which essentially shows the parcels that you listed in your email, and the names that were requested at the time.

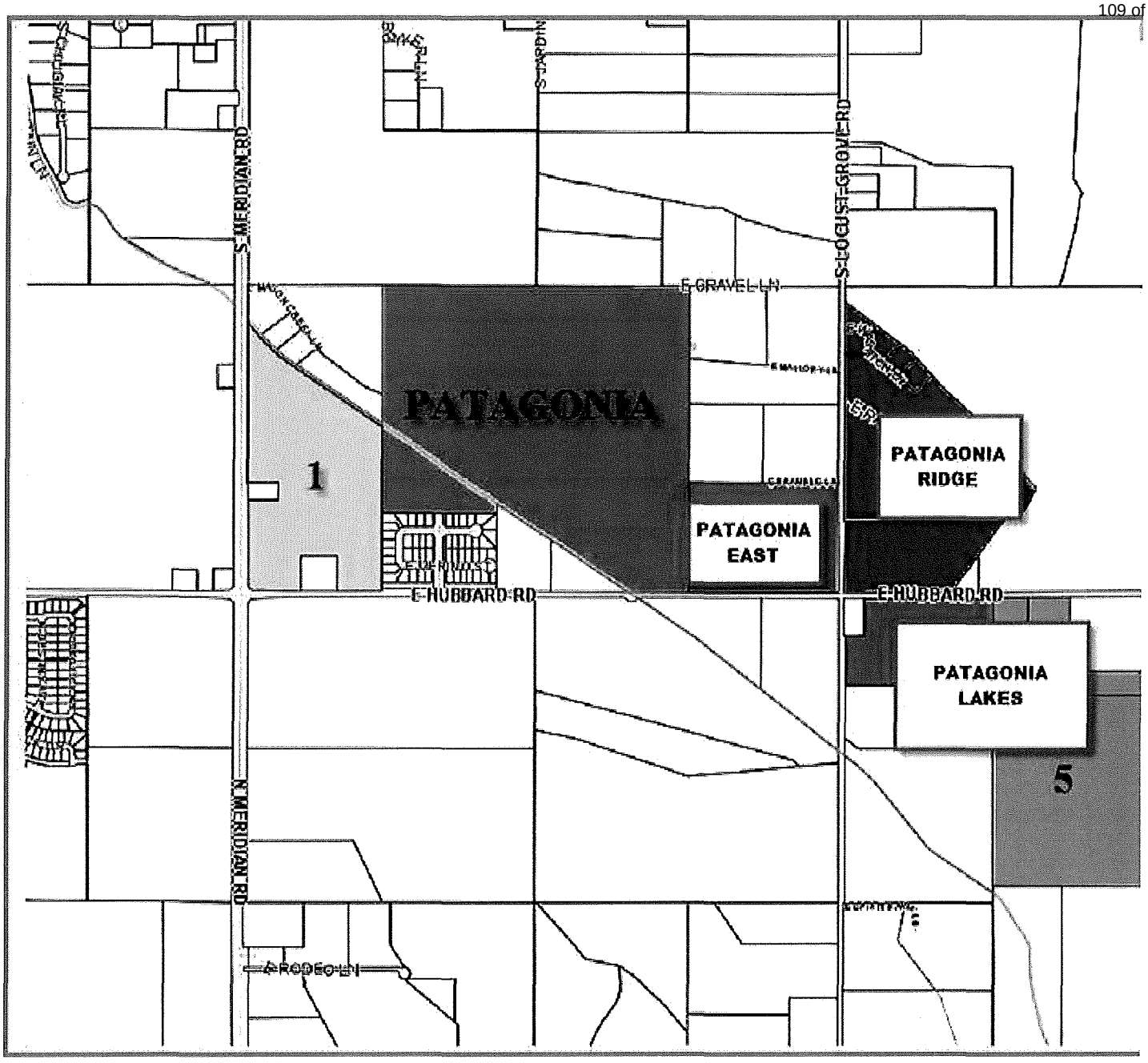
If you wish to reserve these names, we can. The only restrictions are outlined in Idaho Code 50-1307. If the developer is any other entity other than Patagonia Development LLC, then a permission to use the subdivision name is required to be recorded.

Otherwise, you will need to choose new name for both the parcels on the northeast side of Hubbard & Locust Grove, and the a new name for the parcels on the southeast side of the intersection.

Glen Smallwood

Surveying Technician

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



From: Terasa O'Brien <TOBrien@whpacific.com>
Sent: Thursday, December 12, 2019 8:47 AM
To: Sub Name Mail <subnamemail@adacounty.id.gov>
Cc: Cara Duskey <CDuskey@whpacific.com>; Bonnie Layton <BLayton@whpacific.com>; chansen@landsolutions.biz
Subject: [EXTERNAL] FW: New Subdivision Name Reservation

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Hello,

I am requesting a new subdivision name: **Patagonia East**

Below are the details:

- A PORTION OF SE ¼ OF SECTION 7, SW ¼ OF SECTION 8

AND NW ¼ SECTION 17, T.2N., R.1E., BOISE MERIDIAN

KUNA, ADA COUNTY, IDAHO

- Parcel numbers: S1407449560; R9237170650; S1408336300; R9321840100; S1417212700
- Surveyor: Clint Hansen – Land Solutions
- Developer: The Westpark Company, Inc.
- Contact/ Planner: Bonnie Layton – WHPacific, Inc.

Kind regards,

Terry O'Brien | Administrative Assistant
WHPacific, Inc. - an NV5 company | 2141 W Airport Way, Ste 104, Boise, ID 83705
Direct 208.275.8744 | tobrien@whpacific.com

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--

Kent Brown

Kent Brown Planning Services
3161 E. Springwood Drive
Meridian, ID 83642
P: 208-871-6842

SITE PHOTO NO. 1A

SITE PHOTO NO. 2A

SITE PHOTO NO. 3A

SITE PHOTO NO. 4A

SITE PHOTO NO 5A and NO 25

SITE PHOTO 5B

SITE PHOTO NO 6A and NO 26

SITE PHOTO 6B

SITE PHOTO NO 7A and NO 27

SITE PHOTO NO 8A and NO 28

SITE PHOTO NO. 9A and13B

SITE PHOTO 9B

SITE PHOTO NO 9C

SITE PHOTO NO 10A and 14B

SITE PHOTO 10B

SITE PHOTO NO. 10C

SITE PHOTO NO. 11A and 15B

SITE PHOTO NO 11B

SITE PHOTO 11B

SITE PHOTO NO. 11C

SITE PHOTO NO. 12A and16B

SITE PHOTO NO. 12B

SITE PHOTO 12B

SITE PHOTO NO. 12C

PHOTO SITE NO. 13A

PHOTO SITE NO. 14A

PHOTO SITE NO. 15A

PHOTO SITE NO. 16A

SITE PHOTO NO. 21

SITE PHOTO NO. 22

SITE PHOTO NO. 23

SITE PHOTO NO. 24

SITE PHOTO NO. 25

SITE PHOTO NO. 25A

SITE PHOTO NO.26

SITE PHOTO NO. 26

SITE PHOTO NO. 27

SITE PHOTO NO. 27A

SITE PHOTO NO. 28A

PHOTO SITE NO. 29

PHOTO SITE NO. 30

SITE PHOTO NO. 31

Traffic Impact Study

Patagonia Subdivision

Kuna, Idaho

August 9, 2018

Revised November 30, 2018

Thompson Traffic and Civil Engineers Inc.

181 East 50th St
Garden City, ID 83714
(208) 484-4110

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EXECUTIVE SUMMARY

Thompson Engineers, Inc. has been retained to prepare a traffic impact study (TIS) for the proposed Patagonia Subdivision located around the Hubbard Road and Locust Grove Road intersection north of Kuna, Idaho, as shown in **Figure 1.1**. The scope of this report was determined through coordination with the Idaho Transportation Department (ITD) and Ada County Highway District (ACHD).

The TIS evaluates the potential traffic impacts resulting from background traffic growth with an off-site development, the proposed development, and makes recommendations for mitigating the impacts. The TIS evaluates traffic impacts for three major phases. **Table 1** and **Table 2** summarize the intersection and roadway improvements needed to mitigate the traffic impacts for the analysis scenarios, which are:

- 2018 Existing Traffic
- 2023 Phase 1 Background Traffic
- 2023 Phase 1 Total Traffic
- 2030 Phase 2 Background Traffic
- 2030 Phase 2 Total Traffic
- 2038 Phase 3 (Build-Out) Background Traffic
- 2038 Phase 3 (Build-Out) Total Traffic

Some of the improvements identified in this TIS are not programmed nor funded in the most current versions of ITD's or ACHD's transportation plans. However, ITD's and ACHD's transportation plans are living documents and will be continually updated to reflect the current community growth and transportation system needs, which may include these improvements in future transportation plans updates.

The mitigation improvements identified in this TIS are the anticipated improvements needed to mitigate the traffic impacts. These mitigations may or may not be required if the expected traffic growth is different from what is assumed in this TIS and/or Patagonia Subdivision is developed at a different rate. These mitigations will be verified in future TIS updates for future phases preliminary plat submittal.

Patagonia Subdivision is a multi-phase development, which ACHD will require an updated TIS for each subsequent phase. The updated TIS will allow opportunity to more accurately assess the traffic impacts and identified mitigation measures with the most current information:

- Update traffic counts
- Background traffic projection and off-site development
- Updated transportation plans with programmed/funded improvements
- Actual development for each phase
- Necessary mitigation measures for the current phase

1.0 Proposed Development

1.1 The proposed Patagonia Subdivision contains four separate subdivisions with a combine total of 603 single-family dwelling units. Patagonia Subdivision is expected to be developed in multiple phases. For this study, the developments were consolidated into three major phases with the following proposed number of dwelling units and expected build-out year:

- 2023 Phase 1 – 201 dwelling units
- 2030 Phase 2 – 201 dwelling units
- 2038 Phase 3 (build-out) – 201 dwelling units

1.2 Based on ITE Trip Generation Manual, 10th Edition, the development is estimated to generate approximately 5,692 trips per weekday, 447 trips during the AM peak hour, and 597 trips during the PM peak hour at full build-out.

- The development is not expected to retain internal trips within the site or generate pass-by trips.
- All trips generated by the development are expected to be made by personal and commercial vehicles.
- The estimated site traffic distribution patterns are:
  - 50% north of the site
  - 10% south of the site
  - 20% west of the site
  - 20% east of the site

1.3 According to the preliminary site plan, Patagonia Subdivision is proposing six access intersections:

- 3 site access intersections on Locust Grove Road
  - North Ray Access located 2,000 feet North of Hubbard Road
  - Bridge / Ray Access located 800 feet North of Hubbard Road
  - West Bridge Access located 700 feet West of Locust Grove Road
- 3 site access intersections on Hubbard Road
  - Ray / Welsh Access located 675 feet East of Locust Grove Road
  - Wood Access located 1,325 feet east of Locust Grove Road
  - South Welsh Access located 500 feet South of Hubbard Road
- These proposed site access locations generally meet ACHD access spacing

1.4 The Patagonia Subdivision site is located within the ACHD Master Street Map collector street system.

- All proposed future collector streets are beyond the site boundary.
- The proposed Eagle Road realignment is located along the eastern site boundary
  - Based on the preliminary site plan, improvements are planned along the eastern site boundary to accommodate future Eagle Road realignment.

Table 1 – Intersection Improvements Summary

	Intersection	2018 Existing	2023 (Phase 1)		2030 (Phase 2)		2038 (Build-Out)	
			Background	Total	Background	Total	Background	Total
1	Lake Hazel Rd and Locust Grove Rd	None	None	None	None	None	**Signal or roundabout**	None beyond prior improvements
2	SH 69 and Columbia Rd	None	**Signal operation/timing adjustment**	None beyond prior improvements	**Auxiliary through lane on SH 69, SB right-turn lane, dual EBL and dual WBL**	None beyond prior improvements	**2 through lanes on Columbia Rd approaches**	None beyond prior improvements
3	Locust Grove Rd and Columbia Rd	None	None	None	None	**Signal or roundabout**	None beyond prior improvements	None beyond prior improvements
4	Eagle Rd and Columbia Rd	None	None	None	None	None	**Signal or roundabout**	None beyond prior improvements
5	SH 69 and Hubbard Rd	None (Signal)	None	None	**SB right-turn lane**	None beyond prior improvements	**WB right-turn lane**	None beyond prior improvements
6	Locust Grove Rd and Hubbard Rd	None	None	None	None	None	None	None
7	Eagle Rd and Hubbard Rd	None	None	None	None	None	None	None
8	N Ray Access and Locust Grove Rd	Future Intersection		Stop T-intersection	None	None	None	None
9	Bridge / Ray Access and Locust Grove Rd	Future Intersection		Two-Way Stop	None	None	None	**SB sight-turn lane**[1]
10	W Bridge Access and Hubbard Rd	Future Intersection		Stop T-intersection	None	None	None	None
11	Ray / Welsh Access and Hubbard Rd	Future Intersection		Two-Way Stop	None	None	None	None
12	Wood Access and Hubbard Rd	Future Intersection		Stop T-intersection	None	None	None	None
13	S Welsh Access and Locust Grove Rd	Future Intersection		Stop T-intersection	None	None	None	None

[1] Turn lane is needed based on ACHD's turn lane guidelines and is not required based on minimum operational thresholds

Table 2 – Roadway Segment Lane Improvement Summary

Roadway Segment	2018 Existing Lanes	2023 Phase 1		2030 Phase 2		2038 Phase 3 (Build-Out)	
		Background	Total	Background	Total	Background	Total
SH 69	5	5	5	**7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)**	7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)	7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)	7 lanes 2,000 feet north and south of Columbia Rd intersection (Auxiliary through lanes)
Columbia Rd SH 69 to Locust Grove Rd	2	**3**	3	3	3	**5 lanes ½ mile east and west of SH 69**	5 lanes ½ mile east and west of SH 69
Columbia Rd Locust Grove Rd to Eagle Rd	2	2	2	2	**3**	3[A]	3[A]
Locust Grove Road Lake Hazel Rd to Columbia Rd	2	2	2	2	2	2	2
Locust Grove Rd Columbia Rd to Hubbard Rd	2	2	2	2	2	2	2
Hubbard Road SH 69 to Locust Grove Rd	2	2	2	2	2	2	2
Hubbard Road Locust Grove Rd to Eagle Rd	2	2	2	2	2	2	2

[A] Exceed ACHD's LOS E planning threshold as a three-lane minor arterial.

2.0 Improvements Needed to Mitigate 2018 Existing Traffic

2.1 All study area intersections meet ITD's or ACHD's minimum operational thresholds with 2018 existing traffic conditions analyzed with the existing intersection control and lane configurations or with the installation of a traffic signal at the SH 69 and Hubbard Road intersection in Autumn 2018, after traffic counts were collected. As a result, no intersection control or capacity improvements are needed to mitigate 2018 existing traffic.

2.2 None of the study area intersections need turn lanes based on ACHD's turn lane guidelines.

2.3 All study area roadways segments meet ACHD's LOS E planning threshold with 2018 existing traffic.

3.0 Improvements Needed to Mitigate 2023 Phase 1 Background Traffic

3.1 All study area intersections are expected to meet ITD's and ACHD's minimum operational thresholds with 2023 background traffic conditions analyzed with the existing intersection control and lane configurations, with the exception of one intersection. The intersection and proposed improvement are:

- SH 69 and Columbia Road intersection
  - Signal operation/timing adjustments

3.2 None of the study area intersections are expected to need turn lanes with 2023 background traffic based on ACHD's turn lane guidelines.

3.3 The Columbia Road segment between SH 69 and Locust Grove Road is expected to exceed ACHD's LOS E planning threshold with 2023 background traffic as a two-lane minor arterial.

- This segment of Columbia Road would need widened to three lanes, one lane in each direction with a center turn lane, to meet LOS E planning threshold.
  - According to ACHD's MSM, this segment of Columbia Road is planned for three lanes preservation.

4.0 Improvements Needed to Mitigate 2023 Phase 1 Total Traffic

4.1 All study area intersections are expected to meet ITD's or ACHD's minimum operational thresholds with 2023 total traffic conditions analyzed with the existing intersection control and lane configurations, with the exception of one intersection. The intersection and improvement are:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2023 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to exceed the overall intersection v/c ratio threshold during the peak hours.

4.2 None of the study area intersection or proposed site access intersections are expected to need turn lanes with 2023 total traffic based on ACHD's turn lane guidelines.

4.3 None of the study area roadway segments need additional capacity improvements beyond the improvements on Columbia Road segment needed to mitigate 2023 background traffic conditions.

5.0 Improvements Needed to Mitigate 2030 Phase 2 Background Traffic

5.1 Two study area intersections are expected to exceed ITD or ACHD minimum operational thresholds with 2030 Phase 2 background traffic conditions analyzed with the existing intersection control and lane configurations. The intersections and improvements needed to mitigate 2030 background traffic impacts are:

- Columbia Road and SH 69 intersection
  - Three through lanes on SH 55 approaches
    - The additional through lanes on SH 69 are auxiliary through lanes extending at least 2,000 feet beyond the intersection to allow proper merging operation and signage based on NCHRP Report 707.
  - Southbound right-turn lane
  - Dual left-turn lanes on Columbia Road approaches

  These intersection improvements are not programmed in ITD's or ACHD's current transportation plans. They are identified in this TIS as anticipated improvements needed to mitigate 2030 Phase 2 background traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvements should be verified with an updated TIS for future phase preliminary plat submittal.

- Hubbard Road and SH 69 intersection
  - Southbound right-turn lane

5.2 Two study area intersections are expected to meet vehicular volume thresholds for signals based on preliminary signal warrant analysis:

- Locust Grove Road and Columbia Road intersection
  - Although the intersection is expected to meet warrants for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - A signal is not required to mitigate 2030 background traffic.
  - A detailed signal warrant analysis should be conducted with an updated TIS for Phase 2 preliminary plat submittal.

- Eagle Road and Columbia Road intersection
  - Although the intersection is expected to meet warrants for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - A signal is not required to mitigate 2030 background traffic.
  - A detailed signal warrant analysis should be conducted with an updated TIS for Phase 2 preliminary plat submittal.

5.3 None of the study area intersections or proposed site access intersections are expected to need turn lanes with 2030 background traffic based on ACHD's turn lane guidelines.

5.4 None of the study area roadway segments need additional capacity improvements, except for the intersection improvements identified above.

6.0 Improvements Needed to Mitigate 2030 Phase 2 Total Traffic

6.1. Two study area intersections are expected to exceed ITD's or ACHD's minimum operational thresholds with 2030 Phase 2 total traffic conditions analyzed with the existing intersection control and lane configurations or with the preceding improvements identified in prior phase. The intersections and improvements needed to mitigate 2030 total traffic impacts are:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2030 total traffic impacts.
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the peak hours.

- Locust Grove Road and Columbia Road intersection (two options)
  - Single-lane roundabout
    - The intersection is identified in the current ACHD MSM as a single-lane roundabout.
  - Signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2030 total traffic.

  These intersection improvement options are not programmed in the current ACHD's transportation plans. They are identified in this traffic impact study as anticipated improvement options needed to mitigate 2030 Phase 2 total traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

6.2. Two study area intersections are expected to meet vehicular volume thresholds for signals based on preliminary signal warrant analysis:

- Lake Hazel Road and Locust Grove Road intersection
  - Although the intersection is expected to meet warrant for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - As a result, a signal is not required to mitigate 2030 total traffic to meet ACHD's minimum operational thresholds.
  - A detailed signal warrant analysis should be conducted with an updated TIS for future phase preliminary plat submittal.

- Eagle Road and Columbia Road intersection
  - Although the intersection is expected to meet warrant for a signal, it is expected to meet ACHD's minimum operational thresholds as an all-way stop-controlled intersection.
  - As a result, a signal is not required to mitigate 2030 total traffic to meet ACHD's minimum operational thresholds.
  - A detailed signal warrant analysis should be conducted with an updated TIS for future phase preliminary plat submittal.

6.3. None of the study area intersections or proposed site access intersections are expected to need turn lanes with 2030 total traffic based on ACHD's turn lane guidelines.

6.4. The Columbia Road segment between Locust Grove Road and Eagle Road is expected to exceed ACHD's LOS E planning threshold with 2030 total traffic as a two-lane minor arterial.

- This segment of Columbia Road would need widened to three lanes, one lane in each direction with a center turn lane, to meet LOS E planning threshold.
  - According to ACHD's MSM, this segment of Columbia Road is planned for three lanes preservation.

7.0 Improvements Needed to Mitigate 2038 Phase 3 (Build-Out) Background Traffic

7.1 Four study area intersections are expected to exceed ITD's or ACHD's minimum operational thresholds with 2038 background traffic conditions analyzed with the existing intersection control and lane configurations or with the preceding improvements identified in prior phases. The intersections and improvements are:

- Locust Grove Road and Lake Hazel Road intersection (two options)
  - Single-lane roundabout
    - The Locust Grove Road and Lake Hazel Road intersection is identified in the current ACHD CIP as a single-lane roundabout between 2026 and 2030 timeframe.
  - Signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2038 background traffic.

  These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

- SH 69 and Columbia Road intersection
  - Two through lanes on Columbia Road approaches
    - Columbia Road is not programed in the current ACHD's transportation plans to be widened to accommodate two through lanes in either direction. These improvements are identified as anticipated improvements needed to mitigate 2038 background traffic, and should be verified with an update TIS for future phase preliminary plat submittal.

- Eagle Road and Columbia Road intersection (two options)
  - Single-lane roundabout
    - The intersection is identified in the current ACHD MSM as a single-lane roundabout.
  - Traffic signal with left-turn lanes on all approaches
    - The intersection is expected to meet warrants for a signal with 2038 background traffic.

  These intersection improvement options are not programmed in the current ACHD's transportation plans. They are identified in this TIS as anticipated improvement options needed to mitigate 2038 background traffic. These improvements may or may not be required if the background traffic growth is different from what is assumed in this study and/or Patagonia Subdivision is developed at a different rate. These improvement options should be verified with an updated TIS for future phase preliminary plat submittal.

- Hubbard Road and SH 69 intersection
  - Westbound right-turn lane

7.2 None of the study are intersections or proposed site access intersections are expected to need turn lanes with 2038 background traffic based on ACHD's turn lane guidelines.

7.3 In addition to the intersection improvements identified above, the following roadway capacity improvement is needed to mitigate 2038 background traffic

- Columbia Road
  - Widen to five lanes approximately ½ mile east and west of SH 69 intersection
    - These segments of Columbia Road are identified in ACHD MSM as a Transitional/Commercial arterial with preservation of up to three lanes.

8.0 Improvements Needed to Mitigate 2038 Phase 3 (Build-Out) Total Traffic

8.1 All study area intersections are expected to meet ITD's or ACHD's minimum operational thresholds with 2038 total traffic conditions analyzed with the existing intersection control and lane configurations or with the preceding improvements identified in prior phases, with the exception of two intersections exceeding overall intersection v/c ratio:

- SH 69 and Columbia Road intersection
  - No improvements are proposed to mitigate 2038 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the peak hours.

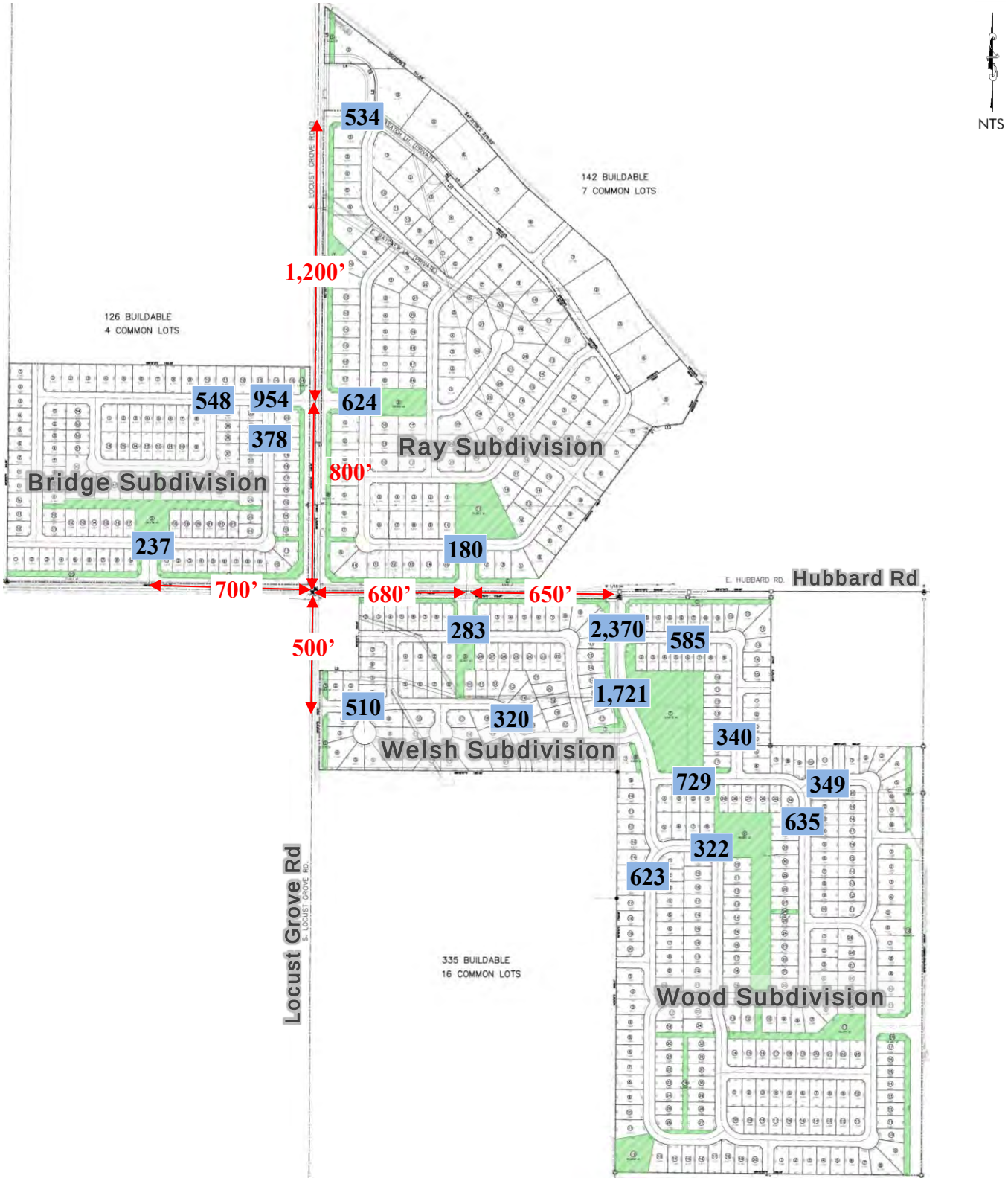
- SH 69 and Hubbard Road intersection
  - No improvements are proposed to mitigate 2038 total traffic impacts
    - The intersection is expected to meet LOS D threshold with all lane group v/c ratios meeting 1.00 threshold.
    - The intersection is expected to only exceed the overall intersection v/c ratio threshold during the AM peak hour.

8.2 One proposed site access intersection is expected to require turn lane based on ACHD's turn-lane guidelines

- Ray / Bridge Access on Locust Grove Road
  - Southbound right-turn lane

8.3 Columbia Road segments between Locust Grove Road and Eagle Road are expected to exceed ACHD's LOS E planning threshold with 2038 total traffic as a three-lane minor arterial.

Figure 8.5 – Phase 3 Build-Out Site Access and Circulation



APPENDIX

Scope and COMPASS Area of Influence Results
Traffic Counts
2018 Capacity Analysis Report
2023 Phase 1 Capacity Analysis Reports
2030 Phase 2 Capacity Analysis Reports
2038 Phase 3 (Build-Out) Capacity Analysis Reports
Turn Lane Warrant Worksheets
Signal Warrant Worksheets

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To: Mindy Wallace
From: Heidi Carter, P.E.
Date: June 21st, 2018
Subject: Patagonia and Artiach Assumptions

Memorandum

The following memorandum was prepared in order to define the assumptions that will be used to formulate the revisions to the Traffic Impact Study's (TIS) for the Patagonia and Artiach development. Horrocks will proceed with the preparation of these revisions once ACHD has had an to opportunity review and approval these assumptions. Horrocks met with ACHD to discuss the requirements of the Patagonia and Artiach Traffic Impact Study's on July 21, 2017. The meeting notes from this pre-application meeting are included as an Appendix to this memo. Based on the discussions from the pre-application meeting and the area of influence analysis prepared by COMPASS, included in the Appendix, the following intersections and roadway segments will be analyzed for each individual TIS:

Artiach –

Intersections:

- SH-69/Hubbard Road
- SH-69/Columbia Road
- All site access points

Roadway Segments:

- Hubbard Road between SH-69 and the site access

A discussion on the maximum traffic on one access point will be included.

Patagonia –

Intersections:

- SH-69/Hubbard Road
- SH-69/Columbia Road
- Locust Grove/Lake Hazel (potential roundabout per ACHD TMP)
- Locust Grove/Columbia (potential roundabout per ACHD TMP)
- Locust Grove/Hubbard (potential roundabout per ACHD TMP)
- Eagle/Columbia (potential roundabout per ACHD TMP)
- Eagle/Hubbard (potential roundabout per ACHD TMP)
- All site access points

Roadway Segments:

- Columbia – SH-69 to Locust Grove and Locust Grove to Eagle Road
- Hubbard – SH-69 to Locust Grove and Locust Grove to Eagle Road
- Locust Grove – Hubbard to Columbia and Columbia to Lake Hazel
- All internal collectors

Those intersections noted above for potential roundabout will be analyzed accordingly.

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The following sections summarize the data and assumptions that will be utilized for this analysis:

Traffic Counts –

Included in this memo are the counts that were collected by L2 Data Collection and Horrocks Engineers. Included in Table 1 is a summary of the traffic counts that were collected, who they were collected by, and the date in which they were collected. These traffic counts are included in the appendix.

Table 1: Summary of Data Collection

Intersection	Collector	Collection Date
Eagle and Columbia	L2 Data Collection	10/18/2017
Eagle and Hubbard	L2 Data Collection	10/18/2017
Locust Grove and Columbia	L2 Data Collection	10/18/2017
Locust Grove and Lake Hazel	L2 Data Collection	10/18/2017
Hubbard and SH 69 (Meridian)	Horrocks Engineers	6/15/18
Hubbard and Locust Grove	Horrocks Engineers	5/9/2017
SH 69 (Meridian) and Columbia	Horrocks Engineers	5/11/2017

As was established in the latest meeting with ACHD the volumes will not be balanced or adjusted between intersections. The volumes will be directly input into the traffic modeling software without volume balancing procedures.

Trip Generation –

The trip generation has been recalculated based on the Institute of Transportation Engineers (ITE) Trip Generation Manual 10th Edition based on comments received from ACHD. The trip generation for the Artiach development can be found in **Table 2**. The trip generation is based on a total of 795 storage units, 144 apartment units, and 276 Condominium/Townhouse units. The proposed trip generation for the Patagonia development can be found in **Table 3**. The trip generation is based on 603 single-family detached homes. **Table 3** is broken down into individual development areas and total trip generation for the development. Site plans for each development are included in the appendix.

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Table 2: Artiach Development Trip Generation

Artiach (Artiach TIS)										
Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Multifamily Housing (Low Rise) (ITE 220)		**7.32**	50%	50%	**0.46**	23%	77%	**0.56**	63%	37%
Dwelling Units	144	1,054	527	527	66	15	51	81	51	30
Multifamily Housing (Low Rise) (ITE 220)		**7.32**	50%	50%	**0.46**	23%	77%	**0.56**	63%	37%
Dwelling Units	276	2,020	1,010	1,010	127	29	98	155	97	57
Mini-Warehouse (ITE 151)		**17.96**	50%	50%	**1.39**	51%	49%	**1.95**	50%	50%
Storage Units (100s)	8	143	71	71	11	6	5	16	8	8
Total New Trips		**3,217**	**1,609**	**1,609**	**204**	**50**	**154**	**251**	**156**	**95**

ITE Trip Generation 10th Edition

Table 3: Patagonia Development Trip Generation

Bridge (Patagonia TIS)										
Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing (ITE 210)		**9.44**	50%	50%	**0.74**	25%	75%	**0.99**	63%	37%
Dwelling Units	126	1,189	595	595	93	23	70	125	79	46
Total New Trips		**1,189**	**595**	**595**	**93**	**23**	**70**	**125**	**79**	**46**

ITE Trip Generation 10th Edition

Ray (Patagonia TIS)										
Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing (ITE 210)		**9.44**	50%	50%	**0.74**	25%	75%	**0.99**	63%	37%
Dwelling Units	142	1,340	670	670	105	26	79	141	89	52
Total New Trips		**1,340**	**670**	**670**	**105**	**26**	**79**	**141**	**89**	**52**

ITE Trip Generation 10th Edition

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Wood (Patagonia TIS)										
Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing (ITE 210)		**9.44**	50%	50%	**0.74**	25%	75%	**0.99**	63%	37%
Dwelling Units	252	2,379	1,189	1,189	186	47	140	249	157	92
Total New Trips		**2,379**	**1,189**	**1,189**	**186**	**47**	**140**	**249**	**157**	**92**

ITE Trip Generation 10th Edition

Welsh (Patagonia TIS)										
Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing (ITE 210)		**9.44**	50%	50%	**0.74**	25%	75%	**0.99**	63%	37%
Dwelling Units	83	784	392	392	61	15	46	82	52	30
Total New Trips		**784**	**392**	**392**	**61**	**15**	**46**	**82**	**52**	**30**

ITE Trip Generation 10th Edition

Patagonia Development Total										
Variable	Quantity	Daily			AM Peak Hour			PM Peak Hour		
		Total	In	Out	Total	In	Out	Total	In	Out
Single-Family Detached Housing (ITE 210)		**9.44**	50%	50%	**0.74**	25%	75%	**0.99**	63%	37%
Dwelling Units	603	5,692	2,846	2,846	446	112	335	597	376	221
Total New Trips		**5,692**	**2,846**	**2,846**	**446**	**112**	**335**	**597**	**376**	**221**

ITE Trip Generation 10th Edition

Trip Distribution –

The trip distribution for both of the development sites were created from COMPASS travel demand model runs. **Figure 1** presents the proposed trip distribution for the Artiach development. **Figure 2** presents the proposed trip distribution for the Patagonia development.

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Figure 2: Proposed Patagonia Trip Distribution

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Analysis Scenarios –

The following scenarios will be analyzed in the approved simulation software and be included in the report:

- Existing
- 2023 Background
- 2023 Background plus Project
- 2030 Background
- 2030 Background plus Project
- 2038 Buildout
- 2038 Buildout plus Project

Simulation Software –

Synchro 10 with Highway Capacity Manual (HCM) will be utilized in order to analyze the level of service capacity of the intersections and the roadway segments. SIDRA will be used for any potential mitigation requiring roundabout analysis.

V/C Ratio –

Based on the last meeting with ACHD it has been established that an intersection with an overall V/C ratio of 0.90 or higher will require mitigation. Additionally, if a lane group V/C ratio exceeds 1.00, regardless of the overall intersection V/C ratio, mitigations will be required.

Interior Traffic Flow –

ACHD defines their Average Daily Traffic standards as the following per ACHD Technical Requirements 7207.3.1:

> ADT on new and existing local streets should typically be less than 2,000. This ADT applies to both existing and new streets. For new streets that are stubbed to connect to adjacent land that is not fully developed, the allowable ADT for the new street will typically be no more than 1,000 ADT, to accommodate future additional traffic from the adjacent land, depending on the location and type of the stub street and the location and size of the adjacent undeveloped land. When stub streets are connected and properties fully developed, local streets should not exceed 2,000 ADT.
>
> In developed areas where streets already exceed 2,000 ADT or are close to exceeding 2,000 ADT, the Commission may grant approval to exceed the 2,000 ADT based on existing zoning of undeveloped properties or infill development. The Commission may also consider the need for additional roadway improvements or traffic calming to mitigate the additional traffic if necessary.
>
> The ADTs listed above are desirable planning thresholds for local streets, not roadway capacities. Actual roadway capacities are much higher than the planning thresholds.

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Per the last meeting with ACHD, it was determined that 1,000 ADT on a roadway segment is not to be exceeded. The stub road in the Artiach development is connected to a parcel that will be fully developed by opening day of the project. For the Artiach subdivision the development will be considered "fully developed" and will not qualify as "undeveloped land" as the proposed stub road will be connected and the properties fully developed. Per the standard, once these conditions are met local streets should not exceed 2,000 ADT.

COMPASS Traffic Growth –

COMPASS ran the travel demand model specific to the Artiach and Patagonia developments to provide the influence area which is provided in the Appendix. The travel demand model provided estimates to forecast background traffic. Based on the ADT generated by the travel demand model in the horizon year, a comparison will be made with the existing traffic conditions. From there the annual growth rate will be calculated. That annual growth rate will be utilized in the analysis of all future traffic conditions. The following formula will be utilized:

$$A = [\left(\frac{FT}{CT}\right)^{\left(\frac{1}{FY-CY}\right)}] * 100$$

Where:

A = Annual Growth Rate of Traffic (%)
FT = Future Year AADT (total for both directions)
CT = Current Year AADT (total for both directions)
FY = Future Year
CY = Current Year

Document Compilation –

Based on the meeting with ACHD the Artiach TIS report will be completed first and reviewed. The traffic conditions generated by the Artiach development will be used as the background traffic for the Patagonia development.

Each of the reports will include a summary of the proposed development including the study area and the proposed land uses being developed. The internal road segment volumes of each of the developments will be included. Included with the analysis of the internal road segment volumes will be an analysis of the maximum allowable volume on roadway segments. The existing, 2023, 2030, and 2038 conditions will be analyzed with and without project traffic. In each scenario the LOS conditions will be analyzed for both the roadway segments and the intersections. Where deficiencies occur, recommendations for lane widening, intersection signalization, and/or lane configuration changes will be given. Lastly, a summary of recommended mitigations will be given.

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Meeting Minutes

		Date(s):	July 21, 2017
Location:	ACHD Meridian Room		
Purpose:	Artiach and Patagonia TIS Discussion		
Prepared By:	Heidi Carter	Issue Date:	Internal Meeting Notes

Attendees:			
Client:	Christy Little, ACHD		Katie Miller, Bailey Engineering
	Mindy Wallace, ACHD		Kent Brown
	Aimee Loudenslager, ACHD		
	David Bailey, Bailey Engineering	Company:	Heidi Carter

Discussion Topics:		
Item No.	Discussion Items	Action Item
1	Horrocks met with ACHD to discuss the proposed Patagonia and Artiach developments. ACHD reiterated that these developments will require separate TIS'.	Horrocks will split the original TIS into two separate traffic studies.
2	The influence area as defined in ACHD's July 19 e-mail was discussed (see attached). ACHD concurred that the analysis will require an evaluation of the intersections and roadway segments as defined in this e-mail. The analysis will also need to include a section on the maximum traffic on one access point.	Horrocks will evaluate the intersections and roadway segments as defined.
3	The TIS will need to verify that the local road volumes are not exceeding 1000 vpd per ACHD policy requirements.	The maximum traffic on access points will be evaluated.
4	ACHD had some minor changes to the stub street locations as discussed in the meeting.	Bailey engineering will address stub street location layouts for Patagonia as discussed.
5	ACHD will need to see a courtesy copy of what goes to Kuna.	Bailey Engineering will provide a courtesy copy.
6	Patagonia is the only proposed development within the area that will need to be included in the background traffic.	Horrocks will include Patagonia in the background traffic.
7		
8		
9		
10		
11		

Cc: Rob Sunderlage, Heidi Carter, File BE-373-1609

From: Mary Ann Waldinger [mailto:MWaldinger@compassidaho.org]
Sent: Wednesday, July 19, 2017 4:44 PM
To: Heidi Carter <heidic@horrocks.com>
Subject: FW: Patagonia_Artiach.docx

Hi Heidi,
Here you go. I've sent this and the write up to Shona at ITD.

M
From: Mindy Wallace [mailto:Mwallace@achdidaho.org]
Sent: Wednesday, July 19, 2017 4:07 PM
To: Mary Ann Waldinger
Cc: Aimee Loudenslager
Subject: RE: Patagonia_Artiach.docx

Hi Mary Ann,

ACHD suggest that the following intersections and roadway segments be included in the traffic impact studies for the Artiach and Patagonia sites.

Artiach
Intersections:

- SH-69/ Hubbard
- SH/69/Columbia
- All site access points

Roadway Segment:

- Hubbard Road between SH-69 and the site access.

This study should include any additional analysis requested by ITD and an a section on Maximum Traffic on One Access Point.

Patagonia
Intersections:

- SH-69/ Hubbard
- SH/69/Columbia
- Locust Grove/Lake Hazel
- Locust Grove/Columbia
- Locust Grove/Hubbard
- Eagle/Columbia
- Eagle/Hubbard
- All site access points

Roadway Segments

- Columbia – SH/69 to Locust Grove and Locust Grove to Eagle Road
- Hubbard - SH-69 to Locust Grove and Locust Grove to Eagle Road
- Locust Grove – Hubbard to Columbia and Columbia to Lake Hazel

- All internal collectors

This study should include any additional analysis requested by IDT.

Please let me know if you have any questions.

Mindy

From: Mary Ann Waldinger [mailto:MWaldinger@compassidaho.org]
Sent: Tuesday, July 18, 2017 11:46 AM
To: Mindy Wallace
Subject: Patagonia_Artiach.docx

Hi Mindy,
Heidi sent me an official area of influence request which I completed today given that this information will help with the scoping meeting.
Will you take a quick look at this and tell me it meets ACHD's needs.
I ran two area of influence runs – one for Artiach and one for Patagonia (the other 4 property owners) since Artiach is non-contiguous with the others.

Heidi would like to see this before they meet with ACHD but I will wait until I get the okay from you to share it with her.

Thanks!
M

HOA Maintenance CC&R's

(3) five-(5)-gallon plants and five (5) one-(1)-gallon shrubs in the front yard. The use of berms and sculptured planting areas are encouraged.

4.18 Exemption of Grantor. Nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to Common Area to utility companies, public agencies or others, or to complete excavation, grading and construction of Improvements to and on any portion of the Property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the course of development of the Property so long as any Building Lot in the Property remains unsold. Such right shall include, but shall not be limited to, erecting, constructing and maintaining on the Property such structures and displays as may be reasonably necessary for the conduct of Grantor's business of completing the work and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish and/or reserve on that Building Lot additional licenses, reservations and rights-of-way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model home complexes or real estate sales or leasing offices. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. The rights of Grantor hereunder may be assigned by Grantor to any successor in interest in connection with Grantor's interest in any portion of the Property, by an express written assignment recorded in the Office of the Ada County Recorder.

4.19 Water Rights Appurtenant to Subdivision Lands. Water shall be provided by the Kuna Municipal water system.

4.20 Commencement of Construction. Any Owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction" as used in this paragraph, shall require actual physical construction activities upon such dwelling structure upon such Building Lot.

4.21 Roof Material. *See* Exhibit C.

ARTICLE V: PATAGONIA SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of Patagonia Subdivision Homeowners Association. Patagonia Subdivision Homeowners Association, Inc. ("Association") shall be initially organized by Grantor as a nonprofit corporation under the provisions of the Idaho Code relating to nonprofit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association and no Owner shall have more than one membership in the Association. Memberships in the Association shall be appurtenant to the Building Lot or other portion of the Property owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots which they own, or attributable to the Building Lots owned by Grantor. The number of votes any Member may cast on any issue is determined by the number of Building Lots which the Member, including Grantor, owns. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below.

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members so long as the Property has been fully platted, provided that the Class B membership shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint Owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owner's right to vote to a lessee, mortgagee, beneficiary or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust or contract. Any sale, transfer or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein.

5.4 Board of Directors and Officers. The affairs of the Association shall be conducted and managed by a Board of Directors ("Board") and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board of the Association shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the nonprofit corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Association's other assets, including water rights when and if received from Grantor, and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration. An Association set-up fee of $200.00 and a site clean-up fee of $150.00 shall be charged upon the first closing of each Building Lot. The initial annual Regular Assessment shall be $250.00 per year, which amount is subject to change by the Board of Directors of the Association.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Articles or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm or corporation to act as manager, and to contract for the maintenance, repair, replacement and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the Association deems reasonable. The Association may govern the use of the Common Areas, including but not limited to the use of private streets by the Owners, their families, invitees, licensees, lessees or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles or Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or Bylaws, the provisions of the

Association Rules shall be deemed to be superseded by the provisions of this Declaration, the Articles or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercised by the Association or by any person authorized by it, to enter upon any property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association.

5.5.1.6 Licenses, Easements and Rights-of-Way. The power to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation and enjoyment of the Common Area, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television or other purposes, and the above ground lighting stanchions, meters, and other facilities associated with the provisions of lighting and services.

5.5.1.6.2 Public sewers, storm drains, water drains and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities.

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Area, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

The right to grant such licenses, easements and rights-of-way are hereby expressly reserved to the Association and may be granted at any time.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agent, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.7 Operation and Maintenance of Patagonia Subdivision Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of Patagonia Subdivision Common Area, including the repair and replacement of property damaged or destroyed by casualty loss.

Specifically, the Association shall, at Grantor's sole discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association.

5.5.2.8 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.9 Maintenance of Berms, Retaining Walls and Fences. Maintain the berms, retaining walls, fences and water amenities within and abutting Common Area. Maintain any water amenities constructed by Grantor or Association located in the associated easements in, over and through Building Lots as shown on the Plat.

5.5.2.10 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against Patagonia Subdivision Common Area or against the Association and/or any other property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association, provided, however, that such taxes and Assessments are paid or a bond insuring payment is posted prior to the sale or disposition of any property to satisfy the payment of such taxes and Assessments. In addition, the Association shall pay all other federal, state or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.11 Water and Other Utilities. Acquire, provide and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone and gas and other necessary services for Patagonia Subdivision Common Area, and to manage for the benefit of Patagonia Subdivision all water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership or otherwise.

5.5.2.12 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, including, without limitation the following policies of insurance:

5.5.2.12.1 Fire insurance including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment and fixtures located within Patagonia Subdivision Common Area.

5.5.2.12.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor and the individual grantees and agents

and employees of each of the foregoing against any liability incident to the ownership and/or use of Patagonia Subdivision Common Area. Limits of liability of such coverage shall be as follows: Not less than One Million and No/100 Dollars ($1,000,000.00) per person and One Million and No/100 Dollars ($1,000,000.00) per occurrence with respect to personal injury or death, and One Million and No/100 Dollars ($1,000,000.00) per occurrence with respect to property damage.

5.5.2.12.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00).

5.5.2.12.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.12.5 The Association shall be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and shall have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.12.6 Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the Regular Assessments levied by the Association.

5.5.2.13 Rule Making. Make, establish, promulgate, amend and repeal such Association Rules as the Board shall deem advisable.

5.5.2.14 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

5.5.2.15 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.16 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or Bylaws, including, without limitation, the recordation of any claim of lien with the Ada County Recorder, as more fully provided herein.

5.6 Personal Liability. No Member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on the account of any act, omission, error or negligence of the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any officer of the Association, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

5.7.1 A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.7.2 Within ninety (90) days after the close of each fiscal year, the Association shall cause to be prepared and delivered to each Owner, a balance sheet as of the last day of the Association's fiscal year and annual operating statements reflecting the income and expenditures of the Association for its last fiscal year. Copies of the balance sheet and operating statement shall be distributed to each Member within ninety (90) days after the end of each fiscal year.

5.8 Meetings of Association. Each year the Association shall hold at least one meeting of the Members, according to the schedule for such meetings established by the Bylaws; provided, that such meeting shall occur no earlier than April 15 and no later than May 31 each year. Only Members shall be entitled to attend Association meetings, and all other persons may be excluded. Notice for all Association meetings, regular or special, shall be given by regular mail to all Members, and any person in possession of a Building Lot, not less than ten (10) days nor more than thirty (30) days before the meeting and shall set forth the place, date and hour of the meeting and the nature of the business to be conducted. All meetings shall be held within the Property or as close thereto as practical at a reasonable place selected by the Board. The presence at any meeting in person of the Class B Member where there is such a Member, and of the Class A Members representing Owners holding at least thirty percent (30%) of the total votes of all Class A Members, shall constitute a quorum. If any meeting cannot be held because a quorum is not present, the Members present may adjourn the meeting to a time not less than ten (10) days nor more than thirty (30) days from the time the original meeting was scheduled. A second meeting may be called as the result of such an adjournment, provided notice is given as provided above. At any such meeting properly called, the presence of any Member shall constitute a quorum.

ARTICLE VI: LIGHT MAINTENANCE OF STORM WATER FACILITIES

6.1 Maintenance Manual. Operation and maintenance of the storm water facilities at Patagonia Subdivision shall be governed in accordance with a maintenance manual that may be modified from time to time at the direction of the Board of the Association.

6.2 ACHD Storm Water Drainage System. Lots 1, 8 through 11, and 18 in Block 1, Patagonia Subdivision No. 1, contain the Ada County Highway District ("ACHD") storm water drainage system in Patagonia Subdivision. These Lots are encumbered by that certain Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015, as Instrument No. 2015-103256, official records of Ada County, Idaho, and incorporated herein by this reference as if set forth in full ("Master Easement"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section Idaho Code Section 40-2302. The Master Easement is for the operation and maintenance of the storm water drainage system. Said easement shall remain free of all encroachments and obstructions (including fences and trees) which may adversely affect the operation and maintenance of the storm drainage facilities.

6.3 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage, and is first approved in writing by the Architectural Committee and ACHD. For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee and/or ACHD, which may include drainage from Common Area over any Building Lot in the Property.

ARTICLE VII: RIGHTS TO COMMON AREAS

7.1 Use of Patagonia Subdivision Common Area. Every Owner shall have a right to use each parcel of Patagonia Subdivision Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to the following provisions:

7.1.1 The right of the Association to levy and increase Assessments;

7.1.2 The right of the Association to suspend the voting rights and rights to use of, or interest in, Common Area by an Owner for any period during which any Assessment or charge against such Owner's Building Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association Rules; and

7.1.3 The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be permitted by the Articles and Bylaws and agreed to by the Members. No dedication or transfer of said Common Area shall be effective unless an instrument agreeing to such dedication or transfer signed by Members representing two-thirds (2/3) of each class of Members has been recorded.

7.1.4 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

7.1.5 The right of the Association to prohibit structures, Improvements, including manicured lawns and nursery plants.

7.2 Designation of Common Area. Grantor shall designate and reserve Patagonia Subdivision Common Area in the Declaration, Supplemental Declarations and/or recorded Plats, deeds or other instruments and/or as otherwise provided herein.

7.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules of the Association, such Owner's right of enjoyment to the Patagonia Subdivision Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment of the Patagonia Subdivision Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or Association.

7.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

ARTICLE VIII: PRESSURIZED IRRIGATION

8.1 Irrigation District Service. Pressurized irrigation will be provided to each home by the Kuna Municipal water system. Homeowners will be billed directly by the City for potable and irrigation water.

ARTICLE IX: ASSESSMENTS

9.1 Covenant to Pay Assessments. By acceptance of a deed to any property in Patagonia Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument.

9.1.1 Assessment Constitutes Lien. Such Assessments and charges together with interest, costs and reasonable attorneys' fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

9.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonably attorneys' fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

9.2 Regular Assessments. All Owners, excluding the Grantor, are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

9.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to pay for all costs and expenses incurred by the Association, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

9.2.2 Computation of Regular Assessments. The Association shall compute the amount of its Expenses on an annual basis. The Board shall compute the amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in Patagonia Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) nor more than sixty (60) days before the beginning of each fiscal year of the Association. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount which fairly reflects the fact that such period was less than one year.

9.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual or annual installments. The Regular Assessment to be paid by any particular Owner for any given fiscal year shall be computed as follows:

9.2.3.17 As to the Association's Regular Assessment, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total advance estimate of Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots in the Property.

9.3 Special Assessments.

9.3.1 Purpose and Procedure. In the event that the Board of the Association shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of such Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board thereof shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the

portions of the Property within its jurisdiction which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the budgeted gross Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association. The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

9.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments for such Association.

9.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, a Board may levy a Limited Assessment against a Member as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot into compliance with the provisions of the governing instruments for Patagonia Subdivision.

9.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

9.6 Assessment Period. Unless otherwise provided in the Articles or Bylaws, the Assessment period shall commence on January 1 of each year and terminate December 31 of the year in which the Initiation Date occurs. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments.

9.7 Notice and Assessment Due Date. Ten (10) days prior written notice of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for installment payment of Regular Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. Each monthly installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the levy thereof. There shall accrue with each installment that is not paid within thirty (30) days after the due date a late fee of $25.00. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorneys' fees, and no Owner may exempt such Owner from such liability by a waiver of the use and enjoyment of the Common Areas, or by lease or abandonment of such Owner's Building Lot.

9.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Building Lot Owner is in default under the provisions of this Declaration, and further stating the dates to which any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Owner's Building

Lot. Reliance on such Certificate may not extend to any default as to which the signor shall have had no actual knowledge.

9.9 Special Notice and Quorum Requirements. Notwithstanding anything to the contrary contained in either the Bylaws or the Articles, written notice of any meeting called for the purpose of levying a Special Assessment, or for the purpose of obtaining a membership vote in connection with an increase in the Regular Assessment, shall be sent to all Members of the Association and to any person in possession of a Building Lot, not less than fifteen (15) days nor more than thirty (30) days before such meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the total votes of the Association shall constitute a quorum. If such quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at the subsequent meetings shall be fifty percent (50%) of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

ARTICLE X: ENFORCEMENT OF ASSESSMENTS; LIENS

10.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner of a Building Lot, upon becoming an Owner of such Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by commencement and maintenance of a suit at law or in equity, or the Board may exercise the power of foreclosure and sale pursuant to paragraph 10.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided.

10.2 Assessment Liens.

10.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorneys' fees. All sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lots upon recordation of a claim of lien with the Ada County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the notice of delinquency and claim of lien except for tax liens for real property taxes on any Building Lot and Assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

10.2.2 Claim of Lien. Upon default of any Owner in the payment of any Regular, Special or Limited Assessment issued hereunder, the Association may cause to be recorded in the office of the Ada County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such notice), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a notice and claim of lien, but any number of defaults may be included within a single notice and claim of lien. Upon payment to the Association of such delinquent sums and charges in connection therewith or other satisfaction thereof, the Association shall cause to be recorded a further notice stating the satisfaction or relief of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such release before recording the same.

10.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association establishing the Assessment, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho as trustee for the purpose of conducting such power of sale or foreclosure.

10.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of the notice of delinquency and claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such notice of delinquency and claim of lien, and to the person in possession of such Building Lot(s), and a copy thereof is recorded by the Association in the Office of the Ada County Recorder.

10.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments. Except as expressly provided in paragraph 10.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

10.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the Beneficiary under any deed of trust upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust such Building Lot shall remain subject to this Declaration as amended.

ARTICLE XI: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

11.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and committees of the Association shall be made available for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place as the Board of such Association shall prescribe. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

11.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

11.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

11.2.2 Hours and days of the week when such an inspection may be made.

11.2.3 Payment of the cost of reproducing copies of documents requested pursuant to this Article XI.

11.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XII: ARCHITECTURAL COMMITTEE

12.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on Patagonia Subdivision Architectural Committee ("Architectural Committee"). Each member shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

12.2 Grantor's Right of Appointment. At any time, and from time to time, prior to ten (10) years after the recording date of this Declaration in which Grantor is the Owner of any of the Property, Grantor shall have the exclusive right to appoint and remove all members of the Architectural Committee. At all other times, the Association Board shall have the right to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, Grantor or the Board, as the case may be, may appoint an acting member to serve for a specified temporary period not to exceed one (1) year.

Wendy Howell

From: noreply@civicplus.com
Sent: Thursday, July 9, 2020 4:44 PM
To: Wendy Howell; City Clerk
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	Patagonia East, Lakes, Ridge Subdivisions
Public Hearing Date	7/14/2020
Will you also be providing in person testimony at the Public Hearing	No
In Favor, Neutral or In Opposition	Opposition
Email	sarahmarie2884@gmail.com
Phone Number	208-401-4244
First Name	Sarah
Last Name	Gates
Address1	2257 East Hubbard Road
City	Kuna
State	ID
Zip	83634
Written Testimony	Completely opposed. This will negatively affect our family farm as well as our community. The roads are not ready for that type of growth and safety is a big concern. Way to many houses proposed. Keep it country!

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

Email not displaying correctly? View it in your browser.

Wendy Howell

From: noreply@civicplus.com
Sent: Thursday, July 9, 2020 4:34 PM
To: Wendy Howell; City Clerk
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	Patagonia East, Lakes, Ridge Subdivisions
Public Hearing Date	7/14/2020
Will you also be providing in person testimony at the Public Hearing	No
In Favor, Neutral or In Opposition	Opposition
Email	Chadwickthehunter2@gmail.com
Phone Number	208-258-0698
First Name	Chad
Last Name	Horton
Address1	2257 East Hubbard Road
City	Kuna
State	ID
Zip	83634
Written Testimony	I am firmly opposed to this. It will be devastating to my farming business as well as my families. Our family has farmed this area since 1935 and want to keep the legend alive. Kuna has enough subdivisions. Save the farmer.

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

Email not displaying correctly? View it in your browser.

Wendy Howell

From: noreply@civicplus.com
Sent: Thursday, July 9, 2020 4:24 PM
To: Wendy Howell; City Clerk
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	Patagonia East, Lakes, Ridge Subdivisions
Public Hearing Date	7/14/2020
Will you also be providing in person testimony at the Public Hearing	Yes
In Favor, Neutral or In Opposition	Opposition
Email	eedahow@yahoo.com
Phone Number	2088617263
First Name	Christi
Last Name	Horton
Address1	2291 E. Hubbard Road
City	Kuna
State	ID
Zip	83634
Written Testimony	I am NOT in favor of of the annexation or the proposed preliminary plat that is submitted for the Patagonia East, Lakes, Ridge Subdivisions. I am an agricultural home owner/farmer, on the far southeast corner of the proposed plat. Our family has proudly been part of this community since my grandfather homesteaded here in 1935. This not only affects us on a personal level, but should be a huge concern to our community on whether this area is ready for the rapid growth expansion. There are many questions that need to be addressed. Why is the density of the north side of Hubbard road so different than

the south side? It appears that this does not comply with the comprehensive plan that that was previously approved? Proposing to put that many houses in on an agricultural type area will totally take away from what "country type" atmosphere we have had and are desperately trying to hold on to. Who actually has jurisdiction, Kuna City or Ada County? What information is provided for sewer, water and city services? What plans are provided for runoff water that is part of adjoining properties? How will the traffic increase be handled? These are just some of many questions that need addressed. We have attended the three community meetings that have been held regarding expansions in this area. The last meeting held on June 4 by WHPacific was extremely frustrating. It was hard to conduct business in a hot shed, with no chairs provided and many people talking at once, and many questions unanswered. Again, completely opposed. Thank you.

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

Email not displaying correctly? View it in your browser.

Wendy Howell

From: noreply@civicplus.com
Sent: Thursday, July 9, 2020 4:47 PM
To: Wendy Howell; City Clerk
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	19-14-an & 19-11-5 19-32-dr
Public Hearing Date	7/14/2020
Will you also be providing in person testimony at the Public Hearing	No
In Favor, Neutral or In Opposition	Opposition
Email	Lu296ba@hotmail.com
Phone Number	208-340-4925
First Name	Danny Scott
Last Name	Horton
Address1	2291 East Hubbard Rd.
City	Kuna
State	Idaho
Zip	83634
Written Testimony	I live on the East side of the proposed Patagonia East subdivision. I am very opposed to the small sizes of the lots on the plot plan. Hubbard road is already very busy and with smaller lots that brings more traffic. We have been an agricultural family for 85 years and are planning on continuing for years to come. I don't see any easements for irrigation in the design. There are many other questions that need to be addressed as well.

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement I Agree

Email not displaying correctly? View it in your browser.

received
7-14-20

Kuna
Planning & Zoning Dept.
Re: Patagonia East

received
7-14-20

July 14, 2020

City of Kuna
Kuna Planning and Zoning Department

RE: Patagonia East, Lakes, Ridge Subdivision(s)

Do not approve this request! These Subdivisions are not compatible with the properties in the surrounding area.

LOT SIZES

High density housing of 8, 6, 4, and even 2 houses per acre is not reasonable when existing houses are on lots of 1, 5, 10, 20 acres and larger. Does Kuna really want to build a future slum?

TRAFFIC

Thanks to Patagonia (West), Brighton Homes, Meridian Dump and other planned developments, Locust Grove Road, a slightly improved farm road, is now overrun with unsafe drivers and unsafe driving conditions and in need of improvement. NOW!

INCREASED TAXES

Don't expect current property owners to pay for increased school, fire and police services. We have already said no to more property taxes for the fire district.

Please consider these very serious issues

Kenneth M. and Linda R. Jantz

Troy Behunin

From: Wendy Howell
Sent: Wednesday, July 8, 2020 3:37 PM
To: Troy Behunin
Subject: FW: Patagonia Subdivision Input

Please include this in the packet for the public hearing.

Thank you,

Wendy

From: JOE E RANDALL <jrandall_1@msn.com>
Sent: Wednesday, July 8, 2020 3:24 PM
To: PublicHearingTestimony <PublicHearingTestimony@kunaid.gov>
Subject: Patagonia Subdivision Input

Joe Randall
2210 E. Hubbard Rd
Kuna, Idaho 83634

I own 100 acres adjacent to the proposed Patagonia Subdivision, my property is North and East. I have the following questions:

1. Will the subdivision have a privacy fence between my property and the proposed subdivision? If so I would like to work with the developer about replacing my 3 rail polyvinyl fence.
2. Will the sewer pipe be located at a sufficient depth that will allow for its use in future development of my property?
3. Will the quality of the landscaping along Hubbard Rd. adjacent to the subdivision be of equal quality to that which
exists on the present Patagonia Subdivision?
4. Will the increase in traffic caused by the subdivision necessitate a widening of East Hubbard Rd.? Particularly in
front on my property at 2210 E. Hubbard Rd.

Thank you,

Joe Randall

June 18, 2020 HAND DELIVERED

Kuna City Planning and Zoning Commissioners

Reference: Patagonia East Development (Bridges Property, Case and Wood Properties)

I am not sure the above referenced item has come before you for review. I hope our comments will be considered. We are in favor of the annexation and development but we do have some concerns:

1. Why is the density on the NE corner of Hubbard and Locust Grove different than the density on the SE side of Locust Grove/Hubbard (Wood property)?
2. If approved as the developer is requesting, it appears the Wood property (south on Hubbard) does not comply with the July 2019 Kuna Comp Plan for the area East of Locust Grove. It appears the Plan is showing low density for the area East of Locust Grove.
3. Our request is that the Wood property be in accordance with the Plan and that you require the developer to redesign the Wood property to low density or at a minimum require the property to have the same density as the property on the NE corner of LG and Hubbard (Case property).
4. The current design for the Wood property shows 50 ft lots which mean the houses will only be 40 ft wide. It just does not seem a 50 ft lot fits in with the surrounding properties which are 10,20,30 acre parcels with the exception of the Huber properties.
5. I did send an email to the developers engineer with most of the concerns in this letter on June 4th & 5th but have not received any response (copies attached). In many ways the area East of Locust Grove is a blank slate so I hope to see "good" development not pack in development in an area that appears to have many years before pack-in development would be reasonable planning.
6. We are not sure what the requirements are for a neighborhood meeting but the last one the developer had was in a filthy shed with no facilities or seating and a parking lot filled with goat heads.
7. We are concerned that the proposed site for the elementary school is on an arterial rather that in the middle of the development. Most of the other cities are requiring especially elementary school sites to be in the middle of new developments not on arterials. We only have to look at Boise and the number of elementary schools built 50 years ago on arterials that are being closed due to the traffic density/capacity of arterials. Please consider requirements to move this elementary school site.
8. Let me assure you that my concerns are not a situation of not in my back yard.....our house is on Hubbard and ¾'s of a mile off Hubbard so any development is a minor issue for us even though we have lived at 2601 E Hubbard for 47 years.

Respectfully

Henry and Sherry Huber

received
6-19-20

Sherry Huber
Meeting 6/4 @1670 e Hubbard rd. ...Patagonia east
Jun 4, 2020 at 9:14:44 PM
blayton@wnpacific.com

Please provide the following breakdown on the three properties shown as Patagonia east:

1. Bridges property nw corner LG and Hubbard..number of lots broken down by size. Meaning 50 ft wide etc
2. NE corner (across from bridges). Number of lots broken down by size.
3. Wood property on Hubbard rd south. Number of lots broken down by size.

Please be sure to identify number of each size of lots. Also, it is my understanding that the lot sizes in the original Patagonia are 60 to 70 ft wide...is that accurate?
Has the school lot been purchased by the school board?
Are the 54 common lots all grass or do they provide a park or pool?
Please notify me when plats are formally submitted to achd & Kuna City.

Thank you for you time.
Sherry Huber

Sent from my iPad

received
6-19-20

Sherry Huber
Follow up Patagonia questions
Jun 5. 2020 at 2:07:15 AM
blayton@whpacific.com

Forgot .....for each of the three properties please provide number of acres for each individual separate property....and density designation .....does the density designation comply with Kuna comp plan?
If you have any question I can be reached at 208/888-4247
Thank you
Sherry Huber

Sent from my iPad

received
6-19-20

I am totally opposed to this Subdivision Patagonia East, Lakes, Ridge subdivision(s)

Sandra Martin
2522 E. Hubbard Rd
Kuna Id 83634

received
7.9.20

PR2020-98

August 31, 2020 HAND DELIVERED

To: Troy Behunin

Planning & Zoning City of Kuna

Reference: Patagonia East, Patagonia Ridge, Patagonia Lakes

Please provide the following information:

1. Number of acres for Patagonia East (NW corner Locust Grove & Hubbard Rd). Provide number of lots on Patagonia East property.
2. Number of acres for Patagonia Ridge (NE corner of Locust Grove & Hubbard Rd). Provide number of lots on Patagonia Ridge property.
3. Number of acres for Patagonia Lakes (South on Hubbard Rd). Provide number of lots on Patagonia Lakes.
4. Please provide a copy of survey or professional documents verifying the amount of acres for each of the three separate parcels in items 1, 2, &3.
5. Provide the date of the Comprehensive Plan request for density changes to the July 2019 Plan East of Locust Grove. Comp Plan requires low density East of Locust Grove; this developer is requesting a higher density than the July 2019 Comp Plan requires for the area East of Locust Grove.

I am concerned that if the Comp Plan of 7/2019 is not followed then the area East of Locust Grove will not be low density. Once a change is made it is difficult if not legally impossible to honor the 2019 Comp Plan of low density East of Locust Grove. It has barely been a year since the Comp Plan was developed; why is the first request for higher density being considered?

As I have stated before I am not against the annexation or development but have serious questions about density and green space.

Respectfully,

Sherry R. Huber

Sherry R. Huber

2601 E Hubbard Rd. Kuna, Idaho 83634
208/888-4247

Cc: Wendy Howell, Director of Planning & Zoning

received
8.31.2020

received
9-3-20

September 3, 2020

To: Troy Behunin, Kuna Planning & Zoning HAND DELIVERED

Reference: Conversations of August 28 and August 31st

Subject: School Site/Patagonia

On Friday August 28th and on Monday August 31st you indicated to me that ACHD prefers school sites to be on arterials. Additionally, you said that Mindy and Christy told you many times that ACHD preferred schools on arterials.

I have attached an email from Christy Little stating that ACHD does not prefer schools on an arterial. Ms. Little further referenced site specific #13 of the ACHD staff report. Please read pages 22 & 23 of the staff report sent to the City of Kuna Planning and Zoning. I am extremely disappointed in the Planning & Zoning Department.

I have contact my school board member, Ms. Sally Ann McArthur to ensure the School Board is aware of the ACHD report. During my discussion with Ms. McArthur she indicated that the school district definitely had restrictions on school grounds for the general public as well as students. Schools are restricted by hours and days for the general public.

Respectfully,

Sherry R Huber

Sherry R Huber

2601 E Hubbard Rd

Kuna, Idaho

CC: Wendy Howell

Gmail

Henry Huber <henryahuber@gmail.com>

Patagonia school site

2 messages

Christy Little <Clittle@achdidaho.org> Wed, Sep 2, 2020 at 1:07 PM
To: "henryahuber@gmail.com" <henryahuber@gmail.com>

Hi Sherry – It was great to visit with you yesterday! I have attached the staff report for Patagonia. Please refer to Fact & Finding #13 regarding the school site and ACHD preference for location and access. ACHD does NOT prefer access onto an arterial.

Christy

Christy Little

Manager

Development Services

(208)387-6144

KPP18-0004 Patagonia East, Ridge and Lakes.pdf
1910K

Henry Huber <henryahuber@gmail.com> Wed, Sep 2, 2020 at 1:45 PM
To: Sherry Huber <sherryhuber1@gmail.com>

[Quoted text hidden]

KPP18-0004 Patagonia East, Ridge and Lakes.pdf
1910K

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

Planning & Zoning Commission
Findings of Fact & Conclusions of Law

To: Planning and Zoning Commission

Case Numbers: 19-14-AN (Annex), 19-11-S (Subdivision), & 19-32-DR (Design Review) for the *Patagonia East, Lakes, Ridge Subdivisions.*

Location: Northwest, Northeast, Southeast Corners of Hubbard and Locust Grove Roads Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: *July 28, 2020*
Tabled until: *August 11, 2020*
Findings of Fact: *August 25, 2020*

Applicant(s): ***Westpark Companies***
Greg Johnson
2463 E. Gala St., Ste. 120
Meridian, ID 83642
208.888.9946
greg@wwstparkco.com

Engineer: ***WHPacific - NV5***
Bonnie Layton
2141 W. Airport Way Ste. 104
Boise, ID 83705
208.342.5400
blayton@whpacific.com

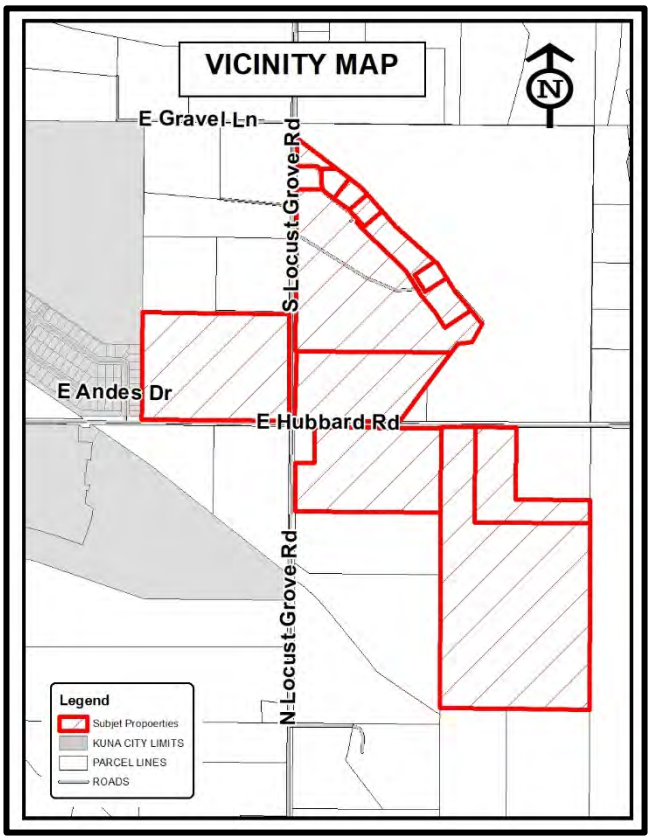


Table of Contents:

A. Process and Noticing
B. Applicants Request
C. Site History
D. General Project Facts
E. Staff Analysis
F. Applicable Standards
G. Comprehensive Plan Analysis
H. Kuna City Code Analysis
I. Commission's Recommendation

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that design reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that annexations, and subdivision applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and the City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

i.	Neighborhood Meeting	September 17, 2019 (13 persons attended) June , 2020
ii.	Agencies	February 24, 2020
iii.	450' Property Owners	July 2, 2019
iv.	Kuna, Melba Newspaper	June 17, 2020
v.	Site Posted	July 2, 2020

B. Applicant Request:

1. The applicant, WHPacific–NV5 requests approval for Annexation, Preliminary Plat and Design Review. Applicant requests to annex approximately 173.80 ac into Kuna City limits, with three (3) zones throughout the project; the R-8 (Medium Density Residential [MDR]), R-6 and R-4 (MDR), zones. Applicant proposes a multi-phased master-planned development to be known as Patagonia East, Lakes and Ridge Subdivisions (Patagonia East). Applicant requests Preliminary Plat approval in order to subdivide approx 173.80 ac into 561 Single family buildable lots, 54 common lots and one 10-acre school lot for Kuna School District. Applicant also seeks Design Review approval for the common space landscaping. The project site is in Sections 7, 8 & 17, all in Township 2 North, Range 1 East (T2N,R1E), all three projects are at the intersection of Locust Grove and Hubbard Roads.

C. Site History: The subject site is comprised of multiple parcels; totaling approximately 173.80 acres. All parcels are currently in Ada County and zoned Rural Residential (RR), however, they are contiguous to Kuna City limits on the west side of parcel S1407449560. These lands have historically been used for Agricultural purposes. There is a single family residence one of the parcels and several outbuildings/shops.

D. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body of the City. The Comp Plan map indicates land use designations *generally* speaking, it is not the actual zone. The Future Land Use Map identifies the site with three different designations; Low Density Residential (LDR) and Medium Density Residential (MDR) which is 4-8 DUA (**D**welling **U**nits an **A**cre) and Mixed-Use.

2. **Kuna Recreation and Pathways Master Plan Map:**
The Kuna Recreation and Master Pathways Plan map identifies a pathway/trail along the Mason Creek Feeder in the southwest part of the project and on the south side of the project. See the Exhibit behind this report.

3. **Surrounding Existing Land Uses and Zoning Designations:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Preservation – Ada County
West	R-6 & RR	Medium Density Residential – Kuna City, & Rural Residential – Ada County

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size – Approx.	Current Zone	Parcel Number
Wood Properties, LLC	.98 acres	RR - Rural Residential	S1407449560
Roeder Holdings, LLC	17.00 acres	RR - Rural Residential	S1408336300
Roeder Holdings, LLC	31.86 acres	RR - Rural Residential	R9237170650

Roeder Holdings, LLC	.98 acre	RR - Rural Residential	R9237170100
Roeder Holdings, LLC	.99 acre	RR - Rural Residential	R9237170300
Roeder Holdings, LLC	.95 acre	RR - Rural Residential	R9237170400
Roeder Holdings, LLC	.95 acre	RR - Rural Residential	R9237170500
Jill S. Ray	5.69 acres	RR - Rural Residential	R9237170610
Jill S. Ray	.92 acre	RR - Rural Residential	R9237170700
Roeder Holdings, LLC	20.82 acres	RR - Rural Residential	R9321840100
Wood Properties, LLC	55.89 acres	RR - Rural Residential	S1417212700
EE-DA-HOW, Farms, LLC	10 acres	RR - Rural Residential	S1417212650

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – Suez Water Company
Pressurized Irrigation– On Site Wells - HOA
Fire Protection – Kuna Rural Fire District
Police Protection – Kuna City Police (A.C.S.O.)
Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Currently there is one residence on one of the properties. All parcels have been used for agricultural uses and accompanying out-building. There is some topographical variation that appears to run east-west. The vast majority of the site appears to be relatively flat and suitable for development.

Transportation / Connectivity: The site has significant frontage along Hubbard and Locust Grove Road. The overall project is split into three separate sections as this project sits at the northwest, northeast and southeast corners of Hubbard and Locust Grove. Applicant shall connect to existing stub streets within Patagonia Sub No. 2 as required in Kuna City Code (KCC) and provide stubs for future connections to serve the connection/traffic needs of the site and future adjacent developments. Applicant shall satisfy Kuna City and ACHD's requirements for roadway improvements, including but not limited to, road widening and vertical/rolled curb, gutter and sidewalks appropriately..

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
   - City Engineer .....Exhibit B 1
   - Ada County Highway District (ACHD) ..... Exhibit B 2
   - COMPASS (Community Planning Association) ..... Exhibit B 3
   - Department of Environmental Quality (DEQ) ..... Exhibit B 4
   - Idaho Transportation Department (ITD) ..... Exhibit B 5
   - Kuna Rural Fire District (KRFD) ..... Exhibit B 6

E. Staff Analysis:

The subject site straddles the intersection of Hubbard and Locust Grove Roads and involves 12 parcels, seven (7) of these parcels are lots within the Wasatch Subdivision. This application proposes a multi-phased master planned community and generally speaking the project as a whole is in line with the Comprehensive Plan (Comp Plan) and the Comprehensive Plan Map (CPM) designation of LDR, MDR and *Mixed-Use* by proposing three residential zones throughout the subject site with an accompanying public school site. This request will complement the two developments to the west and will provide project wide continuity as a multi-phased master planned community, consisting of approximately (Approx.) 163.56 ac.

The applicant requests annexation into Kuna City limits applying the Category "A" process for the approx. 163.56 ac. The lands in this application touch City limits on the west side of the site with contiguous land touches moving east and are therefore eligible for annexation. Applicant has submitted an application for annexation for 163.56 ac approx and is seeking three (3) different zoning designations for these proposed annexing parcels as follows:

- Approx 59.75 ac are proposed to be annexed with a zone change from Rural Residential (RR) ***TO*** R-4 MDR,
- Approx 86.92 ac are proposed to be annexed with a zone change from RR ***TO*** R-6 MDR,
- Approx 7.54 ac from RR, ***TO*** R-8, MDR,
- Approx 10.2 ac will become a elementary school site.

Kuna's 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 in Section G (Comp Plan Analysis) of this report.

The applicant seeks approval for a mix of various uses throughout the project to include; multiple zones for residential uses, (MDR all single family), a public school site, open spaces including a possible City park, multiple private parks, with a considerable pathway network (*21.93 acres of open space, or 16.59%*). The applicant proposes a master-planned community for all ages. The applicant is proposing all public streets that will be built to Kuna and ACHD standards (curb, gutters & sidewalks) and must meet Kuna Fire Department requirements. Proposing a large network of biking and walking pathways, will help reduce vehicle trips for the residents. Since the applicant has proposed multiple residential zones, a school site, and a possible City public park, staff views the overall project to conform to the FLUM designations and Comp Plan document.

Staff has reviewed the preliminary plat application and it appears to follow KCC standards and requirements. All roads will be public and will be built to Kuna City and ACHD standards. Staff highlights that along all classified roads, KCC calls for full roadway improvements, including curb/gutter, road widening, and sidewalks at appropriate widths. The City does not allow for borrow ditches for any roads, unless a classified road does not meet the ACHD standards/policies for vertical curb. If the need arises for borrow ditches on classified roads *and* if ACHD does not specifically allow vertical curb, the applicant shall be conditioned to obtain a license agreement from ACHD to provide grass and watering source in the borrow ditches as allowed. Gravel and bare ground is not an allowed Kuna City ground cover. Staff notes that the subject property will need to be connected to the City's public sewer facilities, potable water and the Kuna Municipal Irrigation System (KMIS). According to the City Engineer, "sewer flows from this development will add a considerable burden to Patagonia Lift Station. The developer will be requested to participate in an engineered evaluation of Patagonia Lift Station and proposed improvements to expand the lift station & force main capacity" – See City Engineer Memo:" 4. *Sanitary Sewer*. Staff has confirmed with the City Engineer that the applicant has agreed to work with the City Engineer for a solution with the Danskin Lift Station upgrade needs.

A design review application for common area landscaping and open space was included as a part of the overall application. Staff finds the proposed landscaping, buffers and open space generally 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 meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles. Applicant shall be conditioned to follow all landscape codes and planting requirements to insure field conditions do not change after approval is given. Staff notes that a monument sign for the subdivision was not included with the design review application noting that all monument signs are required to go through design review. This process can be accomplished at a later date without any delay to the project. Staff also notes that the planting details should be changed to reflect KCC; which are requested in the proposed conditions of approval (Condition #13).

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 Comprehensive Plan. Staff recommends that if the Planning and Zoning Commission recommends approval of Case No's 19-14-AN (Annexation) and 19-11-S (Preliminary Plat) and approves Case No. 19-32-DR (Design Review), the applicant be subject to the conditions of approval listed in section I of this report, as well as any additional conditions by the Planning and Zoning Commission.

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 Planning and Zoning Commission may accept or reject the Comprehensive Plan components, and shall determine if the proposed annexation, and preliminary plat requests for the site *are* 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 Kuna City Code (KCC).

   Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of KCC.*

2. The site is physically suitable for a subdivision.

   Comment: *The approx. 173.80 acre subdivision has sufficient size to include a mix of lot sizes, community landscape buffer(s).*

3. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

   Comment: *The land to be annexed is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The annexation and subdivision application is not likely to cause adverse public health problems.

   Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The Medium Density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

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 annexation and subdivision design did consider the location of the property, classified roadways and the system. The subject property can be connected to the City's public sewer facilities, and will connect to Suez Water Systems for potable water and use existing on-site wells for a private pressure irrigation system. The adjacent uses are complimentary uses (Kuna) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed streets and utility services in proximity to the site are suitable and adequate for residential purposes predicated on approved designs to extend and/or improve each accordingly.

I. Recommendation of the Commission to Council:

Based upon the record contained in Case No's 19-14-AN, 19-11-S and 19-32-DR including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval of* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-14-AN and 19-11-S a request for annexation and preliminary plat approval by WHPacific NV5 with the following conditions of approval:

- Applicant shall follow all conditions outlined the staff report.
- Applicant shall work with the neighbor regarding the well and driveway and keep staff apprised of those conversations,
- Applicant shall work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting.

Based upon the record contained in Case No. 19-32-DR including the Comprehensive Plan, Kuna City Code, Staff's Memorandum, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby *approves* the conditions of approval for Case No. 19-32-DR a request for Design Review approval by WHPacific NV5 with the following conditions of approval:

- Applicant shall follow all conditions outlined the staff report,
- Applicant shall work with the neighbor regarding the well and driveway and keep staff apprised of those conversations,
- Applicant shall work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting.

And;

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 drainage and grading plans.
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. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
i. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District,

2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P & Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3.
6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
7. A sign permit is required prior to subdivision entrance sign construction and shall comply with KCC 5-10-4. *Monument signs will require a separate design review.*
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. 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 Commission and/or Council, or seek amending them through public hearing processes.
10. The applicant's proposed preliminary plat (dated May 2019) shall be considered a binding site plan, *or as modified and approved* through the public hearing process.
11. The applicant's proposed Landscape Plan (dated 07.01.2019) shall be considered a binding site plan, *or as modified and approved* through the public hearing process.
12. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
13. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
    13.1 – Landscape contractor shall remove all twine/ropes and burlap from root balls.
    13.2 – Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.
    13.3 – Grass and a water source shall be placed in any ACHD required borrow ditches and a license agreement obtained from ACHD.
    13.4 - Landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles
14. Applicant shall work with the City Engineer to find a solution for the Sewer lift station concerns.
15. Compliance with all local, state and federal laws is required.

City of Kuna
Planning and Zoning Commission
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's 19-14-AN, 19-11-S and 19-32-DR, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-14-AN, 19-11-S and 19-32-DR, a request for annexation, preliminary plat and Design Review from WHPacific NV5:

1. *The Kuna Commission approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

   Comment: *The Kuna Commission held a public hearing on the subject applications on August 11, 2020, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case* No's 19-14-AN, 19-11-S and 19-32-DR *this proposal generally complies with the Comprehensive Plan and City Code.*

   Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No's 19-14-AN, 19-11-S and 19-32-DR, this proposal generally complies with the Kuna City Code.*

   Comment: *The applicant has submitted a complete application, and following staff review 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.*

4. *The Commission has the authority* to recommend *approval* for *Case No's 19-14-AN and 19-11-S, and the authority to approve Case No. 19-32-DR.*

   Comment: *On Aug. 11, 2020, the Kuna Commission voted* to recommend *approval for Case No's 19-14-AN, 19-11-S, and voted to approve 19-32-DR.*

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

   Comment: *Neighborhood Notices were mailed out to residents within 450-FT of the proposed project site on July 2,2019, and a legal notice was published in the Kuna Melba Newspaper on June 17, 2020. The applicant placed a sign on the property on July 2, 2020.*

Dated This 25th day of August, 2020.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Troy Behunin, Planner III

KUNA Planning & Zoning

Council Chambers | 751 W 4th Street, Kuna, Idaho 83634 | 6:00 PM

PLANNING & ZONING COMMISSION
MINUTES
Tuesday, August 11, 2020
6:00 PM

Per the Order issued by Central District Health on July 14, 2020, social distancing and face masks were required. Council Chambers audience occupancy was 15.

This meeting was also streamed Live on the City of Kuna Facebook page:
https://www.facebook.com/CityofKunaIdaho/

Public testimony was received on the cases listed under Public Hearings within this Agenda.

1. *CALL TO ORDER AND ROLL CALL*

COMMISSIONERS:
Chairman Lee Young – Absent
Vice Chairman Dana Hennis
Commissioner Cathy Gealy
Commissioner Stephen Damron – Absent
Commissioner John Laraway

CITY STAFF PRESENT:
Wendy Howell, Planning and Zoning Director
Troy Behunin, Senior Planner
Doug Hanson, Planner
Jessica Reid, Planning & Zoning Staff

2. *CONSENT AGENDA:* *All Listed Consent Agenda Items are Action Items*

A. **Planning and Zoning Commission Meeting Minutes**

1. July 28, 2020

B. **Findings of Fact & Conclusions of Law**

1. 19-11-AN (Annexation), 19-29-DR (Design Review) & 19-08-S (Preliminary Plat) Ashton Estates East

Commissioner Cathy Gealy moved to approve the Consent Agenda. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

3. *PUBLIC HEARING:*

A. **Case Nos. 20-01-AN (Annexation), 20-03-S (Preliminary Plat) & 20-07-DR (Design Review) Ledgestone South Subdivision - ACTION ITEM**

Doug Hanson: Good evening Mr. Vice Chairman, members of the Commission, for the record, Doug Hanson, Kuna Planning & Zoning Staff, 751 W 4th Street. The application before you this evening proposing to annex the approximately 97-acres into the Kuna City Limits. Of those 97-acres, the applicant has proposed to zone approximately 84% of the development site R-6 (Medium Density Residential) as defined via legal description. The proposed areas of R-6 will accommodate 291 standard single-family home lots. The remaining development area, as defined by legal description, is proposed to be zoned R-8 (Medium Density Residential). Similar to the original Ledgestone preliminary plat, Ledgestone South proposes to incorporate

102 alley-load lots. These single-family homes will face the street; however, driveway and garage access will be available from the rear of the house via a 20-foot wide public alley way. With 393 lots over approximately 97-acres, the overall gross density of the project is 4.07 dwelling units per acre (DUA). The net density is 5.56 (DUA). The applicant proposes 11.6% of the project to be dedicated to useable open space, which is compliant with Kuna City Code (KCC). Included in this project is an entirely new section of Ardell Road which will span from Stroebel Road to Locust Grove Road. Ardell Road is classified as an east-west major collector. Along Ardell Road the applicant has proposed a five-foot attached sidewalk. The sidewalk width requirement for Collector Roads is an eight-foot detached sidewalk with vertical curb and gutter. Staff would note that the applicant will be required to install curb, gutter and sidewalks on all roadways in accordance with KCC 5-17-13 and 6-4-2. Additionally, as a part of this application, there is an existing single-family home that is being included with the annexation proposal, however, this house and approximately 1.04-acres that surround it will not be included in the preliminary plat and will be listed as an out parcel on the plat. Ada County Highway District (ACHD) recommends the frontage along this site be improved consistent with the proposed improvements along Locust Grove Road and Ardell Road so there is not a gap in improvements. Staff agrees with this recommendation and will require the applicant to install curb, gutter and sidewalk in accordance with KCC 5-14 and 6-4. Ledgestone South sewage is anticipated to flow to the Patagonia Lift Station. The sewage is subsequently lifted to the Danskin Lift Station. At this time, neither lift station can support this project as they are currently configured. Staff would note that if the Commission recommends approval of this project, that the applicant be required to work with the Kuna City Engineer to provide a solution regarding the reaction of additional capacity. This condition has been provided as Condition No. 6 in section "I" of the staff report. Following review, staff has determined the annexation, preliminary plat and design review requests are within technical compliance of Kuna City Code, Idaho State Code and the Kuna Comprehensive Plan. 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. I will answer any questions you may have. **C/Hennis:** Any questions for staff? **C/Gealy:** I have no questions at this time. **C/Laraway:** No questions. **C/Hennis:** Thank you, and would the applicant like to present? **Jane Suggs:** Commissioners, nice to see you tonight, seems like I was just here not too long ago. Thank you, we were supposed to be here a couple of weeks ago and were not because we did not have our ACHD staff report; thank you for putting me on the agenda. My name is Jane Suggs, I work for Gem State Planning, 9840 Overland Road, in Boise and I am here representing Ledgestone South Subdivision. I think Doug did a really great job giving us an overview, I just want to reiterate that we meet the Comprehensive Plan for Medium Density and our preliminary plat meets all of the requirements of the City's zoning code; and the best thing, we agree to all of the conditions of approval. I am going to be a little brief because there are a lot of people out here wanting to talk. As you know, this project is a continuation of the Ledgestone Subdivision just to the north, and we have a vicinity map to show how they are connected. You will see that we are off of Hubbard between Locust Grove; you'll see the Ledgestone Subdivision which is under construction right now, we are getting the final plat approved so we can start building houses this Fall, we will continue to work into Ledgestone South and over to Locust Grove. The north-south collector is Stroebel Road, you'll

be familiar with Stroebel Road down near Deer Flat; we are going to extend that all the way to the extension of Ardell Road. The Ledgestone South subdivision is larger than the Ledgestone Subdivision but they are tied together; we plan for them to be seamlessly tied together and share amenities. As a recap, we are requesting annexation with two zoning designations, R-6 and R-8; the R-8 is just the front load lots, R-6 is the remaining lots. Another drawing I have shows the lot layout and that those R-6 lots meet the size requirements of R-4. You will see the areas in red, those are zoned R-6 but they are larger than the R-6 minimums, they are actually 6,600 square feet; they are not all 66-feet wide so I can't zone them to R-4. We are doing a nice mix of lots, in the blue are the R-8 lots; again, our Gross density is just over 4.04 units to the acre. We also have a landscape rendering I would like to finish up with, there are a few special features in Ledgestone South. We have a central park that is 3.69-acres that will include a neighborhood swimming pool which will serve the residents of Ledgestone and Ledgestone South; it will also include a play structure, a picnic shelter and some parking spaces. We are also including a 5-foot wide sidewalk along the north boundary where the ditch was, which runs half a mile and links the two projects. If you look at the original Ledgestone project that has a pathway along Mason Creek and you add this half mile, it provides substantial opportunities for people to walk. With the construction of Ledgestone South, we will add the mid-mile collector of Stroebel Road that runs from Hubbard, almost to Deer Flat, and we will construct the Ardell Road extension for about a half of a mile. Again, we are meeting the land use designation and the Comp Plan, requirements of the zoning code, subdivision requirements and we agree with the staff report. We request that you recommend approval to the City Council for annexation, rezone and preliminary plat and request that you approve our design review of the open spaces and landscaping. I will stand for any questions. **C/Gealy:** I have no questions. **C/Hennis:** I had a basic question, I remember reading the ACHD report and most of the traffic study; it seemed like ACHD first said the Traffic Study hadn't used the correct parameters, has that been worked out and are you in agreeance with the mitigation recommendations from ACHD? **JS:** Yes, that was earlier in the project where they sent an email that basically says, for all traffic studies, we have some questions. What had happened was even when they had completed their study, were in review of the study and in the process of writing their staff report, they wanted even more information from the traffic study; that is what held us up. The original traffic study was from October 2019 but they wanted more information and we worked with them. We do agree with those conditions and you will see we will be doing additional traffic study updates as the project progresses; at the 301 house there will be another and it will revisit that. **C/Hennis:** Ok, thank you. That leads us to the Public Hearing portion, I will go ahead and open the Public Hearing at 6:13 PM. There is one person signed up; has everybody signed up that wants to speak tonight regarding Ledgestone South? Ok, first up I have Roger Stagg; please come up to the microphone. As a reminder, everyone who testifies will be given three minutes to testify and after testimony, the applicant is able to address any questions. When you come up, please make sure to state your name and address for the record. **Roger Stagg:** I'm Roger Stagg, I'm here on behalf of myself and my wife Josette; our property is 2303 N Locust Grove Road. We are immediately south of Ledgestone South, their development is all of our northern and western property line; if I looked at the plat correctly, that is 29 homes against our property. First, I would like to read you a brief letter from my wife Josette, then I will add my comments and concerns; though I signed up under opposed and I hate to see a development this big right next to our rural living, I don't expect one property owner is going to stop the project so, it's more so requests. From my wife Josette: "Sadly, we no longer live on a quiet country road; the developments that are and have been approved made such an

impact on our rural roads, we find this impact devastating. I no longer feel safe going for walks as there is so much traffic and they go well beyond the 50-mph speed limit. Each and every new subdivision, of say 200 plus homes, adds 400 plus cars on the roads; and families of two or more children, most of which are school age. Our roads and schools cannot handle this impact, which means more school bonds to pass, more roads to widen and more accidents, etcetera. To the developers it means dollar signs; think about preserving some of the rural Kuna. Please consider the long-term effects of yet another subdivision in Ledgestone South. Josette M. Stagg" My comments in addition, when we moved there in 1992, there was more tractor traffic on Locust Grove than there were automobiles; that has already drastically changed and continues to change a great deal. There are frequent accidents at the corner of Hubbard and Locust Grove; my request, and this may go more towards ACHD, that there would be safety mitigation at Hubbard and Locust Grove whether that is a light, a 4-way stop or a roundabout. I would also request that Locust Grove, south of Hubbard, be reduced from 50-mph to either 35 or 40-mph; many cars go through there during high traffic hour, going well over 50-mph already. Any questions? **C/Gealy:** No. Thank you. **C/Hennis:** No. Ok, that is all I have signed up for the Public hearing. (*Roger Staggs comments from the audience).* **Jessica Reid:** I'm sorry, time has elapsed. **C/Hennis:** We will close the Public Hearing on that at 6:18 PM. Ms. Suggs? **JS:** Jane Suggs, Gem State Planning, representing Ledgestone South subdivision. I don't have any specific rebuttal to Mr. Staggs or the letter he read from his wife, but I understand a lot of changes have happened out here. We are making improvements where ACHD is requiring us to, along Locust Grove there is a need for left turn lanes above Hubbard Road all the way up to Amity; I don't know who is going to be paying for that or how we go about making that happen because it requires right-of-way and it's not adjacent to us. However, we will add traffic there and yes, many of those intersections will either be signalized are have roundabouts which what I think ACHD is preferring to do now. We participate in Impact Fees, I'm not sure if Kuna has the Cooperative Agreement with ACHD where we actually give additional monies; we will meet all ACHD requirements and will be doing traffic study updates as this develops. I don't think that our development would object to changing the speed limits but that is typically something that has to come from the city and from more than one property owner or just the developer. We have actually asked for that before too in other parts of the valley. Again, I don't have anything specific to respond; I respectfully ask your approval and recommendation of approval of our applications. Also, my door is open and my phone number is available if any neighbors would like to talk again. **C/Hennis:** To expand on what you said, I found in the ACHD report where it is suggesting mitigations done at that intersection pretty quickly; I think that will be part of ACHD's plan here in the future. **JS:** Your next project (*on the agenda)* actually abuts that area as well. **C/Hennis:** That brings us to the Commissioners discussion; is there anything specific? **C/Gealy:** *(Directed to Mr. Staggs)* I appreciate your concerns, providing your comments and taking the time to come here, however, your concerns will need to be addressed with ACHD. I suggest you contact ACHD with your concerns regarding traffic, we each have an elected representative on the Board of Commissioners for the Ada County Highway District. Growth does impact our schools as well, we are aware of that, and our School Board determines when we build more schools; they are also our elected representatives. The schools tend to be reactive to the growth because growth comes and then we need more schools. When we look at these subdivisions, I prefer to see amenities for the people who will be living in these subdivisions, and that they are created as neighborhoods. I also look for transitions as in transitional lots between different types of uses. While I recognize you will have 29 new neighbors on your north boundary, they've actually put larger lots there; the alley-loaded lots

which tend to be smaller, are an attractive product for people looking for affordable housing, and those tend to be inside the development. I appreciate the applicant and the developer are making efforts to address those concerns. I really don't have any other concerns about this development, it's a continuation of the first one and it's in compliance with the Comprehensive Plan; many of our citizens participated in creating our Comprehensive Plan, it's a new one and was just approved by City Council. **C/Hennis:** I appreciate it's trying to incorporate this southern development into the northern development. I think it's laid out well, I like where the amenities are, I like the open space; I think it's quite a bit better than the northern one. It gives good areas to connect, it gives good pathways, it gives good outdoor space; I like what they've done there. I think we are going to see in the next couple of items coming up that we're going to get an area for another school on the same side, Swan Falls High School will remove some of the pressure off of Kuna High School; I think it's situated itself to come in at the right time. The traffic mitigation seems appropriate to me and ACHD. **C/Gealy:** I noticed as you did, that the traffic study that ACHD did have some initial concerns about the traffic impact study but, there was an addendum included that addressed some of the traffic mitigation that would be required in the 5; 10; 15-year timeframe. **C/Laraway:** This is going to sound odd but, it is a good place for the subdivision for what we're talking about. Traffic is always going to be an issue anywhere you put a lot of homes; normally what ACHD does is after the subdivision is installed, they do reduce the speed limit. Your speed limit will most likely drop, to what I don't know, that's up to the Chief of Police and ACHD. The 4-way stops are coming, they are pretty much all around the county now. Unfortunately, there has to be so many crashes at an intersection before ACHD will install a traffic control device; I don't know what that number is there. I don't have any problems with it, its growth, growth is going to hurt some neighbors but it is growth. **C/Hennis:** I think they are appropriately trying to give a neighborhood feel, to give it amenities that we have been looking for in the city; they are not just plopping houses on an empty parcel, they are providing parks, swimming pools, landscaping, pathways and other amenities. **C/Gealy:** I would also point out that there are multiple conditions of approval; I did check that everything mentioned in the staff report are listed in the conditions of approval. I didn't see a need for additional conditions of approval. **C/Hennis:** The main one is to work with the City Engineer to work on the sewer lift station capacity. **C/Gealy:** Also, as a side, it is a phased development and will go in over 6 years.

Commissioner Cathy Gealy moved to recommend approval for 20-01-AN (Annexation) and 20-03--S (Preliminary Plat) to City Council for Ledgestone South Subdivision with the conditions as outlined in the staff report. Seconded by Commissioner Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Commissioner Cathy Gealy moved approve 20-07-DR (Design Review) for Ledgestone South Subdivision with the conditions as outlined in the staff report. Seconded by Commissioner Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.

Voting No: None
Absent: 2
Motion carried: 3-0-2

B. **Case No. 19-14-AN (Annexation), 19-11-S (Preliminary Plat) & 19-32-DR (Design Review) Patagonia East, Ridge, & Lakes Subdivision – ACTION ITEM**

Troy Behunin: Good evening Commissioners, for the record, Troy Behunin, Senior Planner, 751 W 4th Street, Kuna Planning and Zoning Department, Kuna, Idaho. The project you have listed, 19-14-AN (Annexation), 19-11-S (Preliminary Plat), 19-32-DR (Design Review), for the Patagonia Lakes, Patagonia Ridge and Patagonia East Subdivisions, is viewed as one project by staff even though they are adjacent yet split by Hubbard Road and Locust Grove. This is an annexation request involving multiple parcels which are all county parcels but, they are contiguous on the west side of the proposed Patagonia East and successively from there to the east. A map is shown on the front page of the staff report and there are additional maps throughout the packet. This is a Category A annexation request, applicant WHPacific-NV5 requests approval for the annexation, preliminary plat and design review; staff would note that the design review is up for your decision tonight and the annexation and preliminary plat are up for your recommendation to City Council. The applicant proposed to annex approximately 173.80-acres into the Kuna City Limits, using three different, all single-family, residential zones; there is R-8 (Medium Density Residential), R-6 (Medium Density Residential) and R-4 (Medium Density Residential), which is the border between medium and low density. The applicant proposes a multi-phased, master planned development. Applicant requests preliminary plat approval to subdivide the approximate 173.80-acres into, and up to, 561 single-family buildable lots; there are also 54 common lots and the applicant is working with the Kuna School District on at least 10-acre elementary school site. The applicant is also seeking design review approval for the common spaces, buffers, trails and parking for the project. The annexation is sought via an Affidavit of Legal Interest by the land owner who has request that the lands be annexed into the city. Kuna's Comprehensive Plan, a blueprint for the city, is a guide to help facilitate the development of lands within the City Limits; it does encourage a variety of housing, housing types and lot sizes for all income levels. The applicant seeks to develop various uses, including these multiple residential uses; they are proposing the school site and multiple private parks. The applicant is proposing public streets within the subdivision with all of the improvements required by the City of Kuna and ACHD; curb, gutter and sidewalk as well meeting the Kuna Rural Fire Districts requirements for roads and proposed stub streets to possible future subdivisions. With the large volume of walking/biking trails, they will reduce vehicle miles traveled and provide safer routes to school as well as provide a safe route to the open spaces and neighbors' homes. Staff does view that generally speaking, the project conforms to the Comprehensive Plan and the Future Land Use Map (FLUM), staff also finds the project appears to follow Kuna City standards and fulfills all technical requirements. Staff would like to note that all public roads will provide full right-of-way improvements on Hubbard Road, Locust Grove Road and all mid-mile collector roads; this is significant because we hear many concerns about traffic and want to point out that growth does pay for itself with these improvements. The subject property does require being connected to city potable water services and the Kuna Municipal Irrigation System (KMIS), or Pressurized Irrigation (PI), as well as city sewer services. The sewer will create a considerable burden on the Patagonia Lift Station, which then flows on to the Danskin Lift Station. The developer shall work with the City Engineer to participate in an engineered evaluation and solution of the Patagonia Lift

Station and any proposed improvements to the lift station to increase the force main capacity; this is listed in the Engineers Memo included in your packet. Staff has confirmed that after the packet was compiled and dispersed, the City Engineer and the applicant have discussed this matter multiple times and the applicant has agreed to work with the City Engineer for the Patagonia and Danskin Lift Station upgrade needs. The design review is for the landscaping, common areas and open spaces; staff finds that the landscape, buffers and open space generally meets and is in compliance with Kuna City Code; staff notes a reminder to the developer about landscaping that is noted in the staff report. Staff has determined that the preliminary plat and design review generally comply with the goals and policies of Title 5 and Title 6 of Kuna City Code, Idaho State Statute §67-6511, the Comprehensive Plan and the FLUM. If the Planning and Zoning Commission recommends approval of 19-14-AN and 19-11-S and approves 19-32-DR, staff recommends that the applicant be subject to the conditions of approval listed in section "I" of the staff report as well as any conditions the Commission deems necessary. I will sit for any questions that you might have. **C/Hennis:** Any questions for staff? **C/Laraway:** In the last subdivision we recommended approval for mentioned the sewage must be pumped to a lift station in Patagonia; is it this Patagonia or the original Patagonia? And my follow up question is if the new Patagonia will also pump to that? **TB:** That's a good question, the lift station mentioned is the Patagonia Lift Station that is in the original and existing Patagonia subdivision; it's on the southwest corner. **C/Gealy:** I have a couple of clarification questions and then had a letter to read regarding the school site. I read in the ACHD report that the Kuna School District had not yet decided that they were going to purchase that land, do you know if the developer plans to donate or sell the land to the Kuna School District? **TB:** There are some details that need to be ironed out; I have heard from the developer and the school district that it will be a mixture of donation and purchase. **C/Hennis:** When do you want to read that letter, as it is relevant? **TB:** I can read it right now if you'd like, I have copies to hand out to the Commission, or I could do it during the public testimony. **C/Gealy:** I think during public testimony is fine. I had another clarification question, the email from the Fire Chief, "All dead-end roads should be justified."; meaning they would be extended in the future, what's the timeframe, and if not, they need to meet standards of the Fire Code. Fitzroy dead-ends into private property; have you addressed those concerns with the Fire Chief? **TB:** I have spoken with the Fire Chief about this project, that is why it is listed in the Staff Analysis that they should be conditioned to work with ACHD, the City of Kuna departments, and the Kuna Rural Fire District for EMS. In addition, there is a catch-all phrase that states they must work with all applicable agencies, I believe that is the last condition listed. **C/Hennis:** Ok, would the applicant like to come up? **TB:** Commissioner Hennis, the applicant is attending via Zoom. **Bonnie Layton:** Good evening Commissioners. Is it possible to allow me to share my screen with the meeting? **TB:** Yes, Jessica will make that happen. **BL:** I have a few documents on my desktop to share; the illustrative site plan with an aerial photo as well as the connectivity plan; they will support the plan we have before you this evening. Good evening Commissioners, I am Bonnie Layton, Senior Planner at WH Pacific, 690 S Industry Way, in Meridian, Idaho, 83642. First, I would like to thank staff; Troy and Wendy have been a great help working with us on this project. This project was started prior to my employment with WH Pacific, so I am happy to be before you this evening to present this project on behalf of my client. I would like to reiterate that this project meets the standards of the Kuna Comprehensive Plan and City Code. As Troy mentioned, it is 173.80-acres with 561 single-family lots, 54 common lots, a 10-acre plus school site; three different residential zones with parks and connectivity. Generally speaking, we are in agreement with the staff report, Troy mentioned all of the issues I thought

I might need to discuss. I want to mention that this project started a couple of years ago, we had a neighborhood last September, submitted the application earlier in the year and then were on hold when COVID hit; things were drawn to a halt and during that time, my client acquired another 10-acres which helped to provide a better layout and addressed some of the issues from ACHD. We held another neighborhood meeting on June 4th and showed this updated plan; as the letters in the packet attest to, and previous testimony, I think it attests to traffic being a concern to neighbors out here. To address your point Commissioners, we will develop this project to ACHD standards and will try to mitigate traffic that is generated from our project. We provided these updated documents for the submittal and we did that because we wanted to be clear that everyone understood what the project was and had the most up-to-date information. At the neighborhood meeting I also suggested to the neighbors that if they had traffic concerns, to turn those over to ACHD and updated documents could be obtained from the city with our application; that was to attempt to avoid any confusion by having multiple plans floating around that may not be current. I wanted to make sure, especially because of the life of this project, I just wanted to make sure it was a clean and thorough submittal. Another exhibit we put together is to show connectivity; in the top corner you have the original Patagonia and then how this project connects into that with pathways. There's a great network of walking paths and biking trails for people to get around in this area. There will be various remedies for the residents here just like we do in the original; we've earmarked some areas for that for the residents. There is alley loaded lots that provides a higher density here and here; we have also complied with ACHD on how you enter and exit depending on the class of loads. We have tried to address all of the issues brought up my ACHD, we agree with the conditions of approval; we will work with staff on the Lift Station, as Troy mentioned, and as we move forward through development. With that I respectfully ask on behalf of my client, that you approve our project; we believe it will be an asset to the community of Kuna. With that, I will stand for any questions. **C/Hennis:** Thank you. Does the Commission have any questions? **C/Gealy:** I have no questions. **C/Laraway:** I do have a follow up question; I need to be educated on this. Back to the Lift Stations, it says here that the Patagonia Lift Station is not going to support the amount of sewage that is going to be coming, and it says that we are going to 'request' that the Engineer participate; my question is, is that something that I need to make in a Motion? That this is looked at or is will it be taken care of by City Code? **C/Hennis:** That's actually in our conditions, as Troy was saying, they will be required to abide by the City's recommendations in the Engineers report but it is also a line item. **C/Laraway:** Thank you. **TB:** To summarize Commissioner Laraway, it is actually listed as condition no. 14, and it is specific to the sewer capacity. **C/Laraway:** Ok. Thank you. **C/Hennis:** With that I will open the public hearing at 6:54 PM. I have a couple of people listed here to testify, the first being Christi Horton. If you would come up to the microphone and state your name and address for the record please. **Christi Horton:** Good evening, Christi Horton, 2291 E Hubbard Road, Kuna, 83634. I did submit a previous testimony addressing our questions and concerns, I am opposed to the annexation and the preliminary plat approval for the Patagonia East, Lake and Ridge Subdivisions. Many of us don't seem to get involved in all the Planning and Zoning meetings until it affects us personally, however, with all of the proposed subdivisions being brought before the board these days, our community is taking a stand with huge concerns on whether this area is ready for this rapid growth. I, as well as many outlying neighbors, ask you to please look and study this plat carefully. I'm an agricultural homeowner/farmer on the southeast corner of Hubbard, our family has proudly been a part of this community since my grandfather homesteaded here in 1935. Proposing to put that many houses on an agricultural

type area will totally take away the country type atmosphere we have had and are desperately trying to hold onto. On a personal level, I currently share a well with the potential buyer, I will lose my current driveway; I have a lot of questions. Many questions need to be addressed; why is the density on the north side of Hubbard Road so different to the south side? I have had many neighbors ask if this applies with the Comprehensive Plan. What information, and we've touched on some of this tonight, is provided for water, sewer and city services? What plans are provided for runoff water on the adjoining property. I have emergency response issues with the ingress/egress, does the fire department approve? There's a lot of houses there with one way in and out. There are huge concerns with the traffic increase; how is that going to be handled? What are the ACHD plans? Which was touched on tonight and I know they need to speak for that. When will they take effect? On January 22, 2019 at the Kuna public Planning and Zoning hearing, Jane Suggs reported that a 4-way stop at Hubbard and Locust Grove would be put in as well as widening of Hubbard Road; there is a partial widening going in to the Patagonia Subdivision and that is it. There are no stop signs and there have been many accidents on that corner, which is at the beginning phase of Patagonia; many of us as neighbors have witnessed and helped with those. This needs to be stopped or at least slowed down, especially at this point; Kuna has enough subdivisions going on, these roads are not ready for the growth and emergency services is a huge concern. Way too many houses are proposed, save what agricultural land we have and support our farmers and our way of life. **C/Hennis:** Thank you very much. **C/Gealy:** Thank you. **C/Hennis:** Next up on the list is Danny Horton, did you want to testify? You marked not to but I just wanted to make sure. (*Mr. Horton indicated he would not*). Ok. That's all I have signed up to testify; was there anybody else for the Patagonia Subdivisions that would like to testify and hasn't? With that I will close the public hearing at 6.58 PM, Bonnie Layton will now have her opportunity. **BL:** Thank you Chairman, I just want to reiterate that this project is in compliance with the Comprehensive Plan. We do understand the concerns of the adjacent residents, especially as it comes to traffic issues; we believe they have been addressed with ACHD, as was mentioned, even in the previous application. I know Ms. Suggs was in the audience earlier, I'm not sure if she is still there, she was the one who conducted the original neighborhood meeting when she was employed with WH Pacific; I took over her position at the end of last year. I have records from that and that was all submitted, generally speaking, we do believe this project is in compliance and we'll work with the agencies to solve any of the issues or requirements that they have of us. I thank you for your time this evening. **C/Hennis:** Thank you. At this point…. actually, we missed Mr. Behunin and the letter. **TB:** I will pass out the letter to the Commission quickly. Reading into the record, an email from David Reinhart, a spokesman and representative for Kuna School District No. 3. The email is dated August 11th, 2020: "Dear Commissioners, I apologize for not being able to be with you this evening as our Board of Trustees is meeting. I am writing on behalf of Kuna Joint School District #3 and our Board of Trustees. We study growth rates and housing patterns at a detailed level. Because of this we know, if our growth patterns hold true, we will need another elementary school east of Meridian Road and, ideally near Hubbard Road within the next 5 years. We have worked a number of times with the developers of Patagonia regarding the land that is before the Commission tonight; they have in their master plan, a section of approximately 10-acres set aside for a school. We have kept the Board apprised of this land and they are open to considering a donation or partial sale for the future use of a school. While the developers have been open to talking, to this date we do not have a proposal to consider. Therefore, Kuna School District is not to be assumed to be a part of this project. We have significant concerns about the growth in this area with no firm partnership with a developer to

assist with land as other developers have so generously offered. Without this land, any bond for a building would have to be increased by $1 Million or more for land and infrastructure. We are not in a place that we want to ask voters for money for land and infrastructure if at all possible. Our Board welcomes offers of land but they must be specific and reasonable. Thank you for your time this evening. Please direct any questions you may have to me. David Reinhart, Assistant Superintendent for School Support Services, Kuna Joint School District." I have had a conversation with Taylor Merrill, who is also present tonight, he represents the developer, and I have continued emails with David Reinhart; they are open to a partial donation/partial sale. There aren't any details worked out yet, however, the developer's representative did tell me today that they should have everything finalized, ready for signatures, before the City Council public hearing (*for this case*). The School District will still work with the developer and the developer still wants to work with the School District. **C/Gealy:** Can you tell me, of the 173.8 acres, there's 21.93 acres of open space or 16.59%; can you tell me if that includes the 10-acres of the school site? **TB:** Bonnie, are you there? Could you answer that question? **BL:** Good evening Commissioners, I believe it does include that, I'm just flipping through my numbers. On the school site, working with my client, just to reiterate, we believe that the school site is a huge amenity for the community, but also for our project and our residents. This is something we are very motivated to make happen. To follow up with more detail on the open space, in our preliminary plat document on the coversheet, our total open space is 28.83-acres and that includes the school lot; common areas that are 19-acres and that gets us to a percentage of 16.59; useable open space of 12-acres; and gives us a total of 29.93-acres. **C/Hennis:** Thank you. **C/Gealy:** I have another question for the applicant, Mrs. Horton mentioned that she shares a well and will lose her driveway; what is the applicant's intention on how to address that? **BL:** Commissioners, I am unclear on her losing her well or driveway, I'm not understanding that. Troy, I believe, has had some conversations with her. Troy, have you spoken with her? I have not had specific conversations with her. **TB:** I have not had any conversations with anybody other than Ms. Gina Russell who is a neighbor to the north of Patagonia East; I have not spoken with Mrs. Horton. I have read her letter and the letter from her husband, those were included in the packet, but other than that, I have had no contact. **BL:** Members of the Commission, if I could follow up? We would be providing City water to her and are willing to cooperate with any water concerns that she would have in that regard. **C/Hennis:** Ok, thank you. **C/Gealy:** Could I ask another question about the school site? Would it be your intention then to provide infrastructure to the school site as you are providing infrastructure to the development, such as water, sewer, trash, electric, roads? **BL:** Members of the Commission, thank you for the questions. Typically, we would have, like any other requirements, the services stubbed to the site; the details have yet to be worked out between my client and the School District. However, we would do at least was expected for any other adjacent parcel in accordance with the development. **C/Hennis:** With that we have Commissioners discussion. **Jessica Reid:** Excuse me Commissioners, could you please correct the time for the closing of the public hearing. **C/Hennis:** I will close the public hearing at 7:10 PM. As for Commissioner discussion, I think traffic mitigation has been a main concern; how will we deal with the increased traffic? ACHD does have some projects in the works in the next number of years, a roundabout at Hubbard and Locust Grove; some interim signals and 4-way stops. I'm not sure exactly of the timeframe or phasing but that's already part of their plan. The City Engineer will work with the applicant to remedy the Lift Station issues; other than that, as long as they can work out an agreement with the school site, which is important. I think we may want to condition that prior to City Council, it is remedied; I think they need that

information in front of them to make an accurate decision. The open space is laid out pretty well; the connectivity between the two projects is well. There's good transition to the north with the small lots in the south and the larger lots near the neighbors; I would have liked to see more of that in the south, but it seems to be laid out pretty decently. **C/Gealy:** I have another question for staff; what is the Comprehensive Plan requirement for open space for this size of development? **TB:** They exceed the open space requirement for the useable open space. **C/Gealy:** Yes, but if we excluded the 10-acres of the school site? **TB:** The developer should be very motivated to work with the School District because without it, there would be no mixed component and the useable open space would not meet the requirements. **C/Gealy:** I'm concerned because the implication in the application is…. I assumed it was a donation and was part of the open space, thus, would meet the open space requirement. But it's not a donation and it doesn't seem as though the school site has been resolved so, it's possible they might not meet the open space requirement, then they would not be providing one of the amenities indicated. **TB:** You're correct, without the school, the open space requirement would not be met so, there would essentially not be a project. Much is riding on the donation of the site and sale of the land. Not every developer is the same as others and do not donate the entire parcel, some work it out with a sale. **C/Hennis:** My question in regards to that and the open space with donation vs sale is, if it is donated it can be construed as open space in their project however, if the parcel is sold, it would have a different owner; how then does that open space contribute to Patagonia? **TB:** Because it is all part of the same project coming forward at the same time. **C/Hennis:** But it's not their property. **TB:** It's like with Ledgestone where there is an outlying property; I can give examples of 7 or 8 other projects. The farmer no longer wants to farm so he sells the property as part of his retirement but doesn't want the 2-acres around the home to not be a part of it so that he doesn't have to be help to the covenants, codes, requirements or restrictions of a subdivision; this would be the same. The owner of the property is getting approval for this and after, that's when the sale/donation would take place; technically speaking, the owner is taking the ground through the public hearing process, and it will become a public amenity. It really is no different than when other projects include a City Park; the city doesn't take ownership until after it has been developed after it is an approved project and moved forward. **C/Hennis:** Ok. **C/Laraway:** This is kind of confusing to me; this proposal is based on open space or the school, right? **TB:** Correct, it is a large part of the open space. **C/Laraway:** For this to move forward right now, to me, we would have to have some kind of commitment from the developer that it was going to be donated to the School District. I understand that the School District must be involved and say they'll take it, but shouldn't that be worked out before it goes to the City Council? **TB:** That was the request of the developer this afternoon, that it be conditioned to reach an agreement because without the donation/sale, the project falls flat due to not meeting the open space requirement. They are going to have to do something; if we get to City Council and the developer removes it, then they will not get the approval because they have not met the Conditions of Approval. I am the one that does the landscape inspections to ensure that the project has been built to the requirements and conditions set forth, our department makes sure. **C/Laraway:** Ok, thank you. **C/Hennis:** Thank you. **C/Gealy:** There was one other point of clarification, and it came up in some of the letters from the public and also Mrs. Hortons testimony, regarding irrigation. My understanding is irrigation runoff is the responsibility of the property owner. In this case, if you have water running onto the developer's property, that is your responsibility, and if the developer has water running onto your property, that's the responsibility of the developer. **TB:** Yes, it's a state law. **C/Hennis:** Yes, you have to keep your water on your own property. **C/Gealy:** So, if you have

issues or concerns with that, you should bring them to the city staff. **C/Hennis:** The same with irrigation, anytime anyone has irrigation rights, you cannot impede it. I think that as long as this school/open space piece of the project is situated then…. That's a big portion. **C/Gealy:** Are you ready for a Motion?

Commissioner Cathy Gealy moved to recommend approval 19-14-AN (Annexation) and 19-11-S (Preliminary Plat) for Patagonia East, Ridge, and Lakes Subdivisions with the conditions as outlined in the staff report as well as the additional conditions that the applicant work with the neighbor regarding the well and driveway and keep staff apprised of those conversations; and the developer and staff work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Commissioner Cathy Gealy moved to approve 19-32-DR (Design Review) for Patagonia East, Ridge, and Lakes Subdivisions with the conditions as outlined in the staff report as well as the additional conditions that the applicant work with the neighbor regarding the well and driveway and keep staff apprised of those conversations; and the developer and staff work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

C. **Case No. 20-13-DR (Design Review) & 20-03-SUP (Special Use Permit) New Eagle Christian Church – ACTION ITEM**

Doug 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. The applicant Rennison Design, on behalf of Eagle Christian Church, seed a Special Use Permit to operate a church, and Design Review approval for the approximately 16, 983 square foot church building, parking lot, and landscaping located on the northwest corner of N Ten Mile Road and W Ardell Road, Kuna. The design review application proposes metal paneling for the walls of the waste enclosure; KCC 5-5-6 states that enclosure walls shall be constructed with concrete masonry unit block. Staff recommends that if the Commission approves this project, the applicant be conditioned to change the trash enclosure wall material to meet KCC. This condition has been provided as condition 15 in section "I" of this report. Staff has determined that this application complies with Title 5 of Kuna City Code, Comprehensive Plan and Idaho Code. With that, I will answer any questions you may have, thank you. **C/Hennis:**

Any questions from the Commissioners? **C/Gealy:** I have no questions, thank you. **C/Laraway:** No questions. **C/Hennis:** Do we have the applicant present? Please come up and state your name and address for the record. **Brian Liquin:** Good evening Mr. Chairman and members of the Commission, my name is Brian Liquin with Rennison Design, 410 E State Street, Eagle, Idaho, 83616. Thank you for having me tonight, I would like to thank staff, especially Doug and Troy, for their leadership; they have been great and the City has been great in general, to work with. We believe this is a good project, this property has been posted for some time that a church is or might be coming so, we are excited to be part of that venture and I think it will be a great addition to the City of Kuna. We have tonight Justin Sturgeon with New Beginnings Christian Church, which has been operating here in the area for 19-years; through a joint venture, New Beginnings will be leading the Kuna campus of Eagle Christian. The Special Use Permit: why a church here? I believe we are within the focus areas of the Comp Plan: building an economically diverse community; providing safe spaces for people to gather; enhancing a key arterial corridor; providing a resource for cultural and religious learning; promoting citizenship; and complimenting the surrounding uses and the city's Future Land Use Map including, mixed use, residential and commercial. There are also other tangible benefits of having a church: encouraged virtue; community engagement; civic responsibility; help families decide where to live and help choose this community; and they play a vital role at the local level in providing charitable opportunities, helping the poor and promoting volunteerism. The vicinity map gives you a feel for where we're at. Here is our phased approach to the site; putting a church near the corner with the parking surrounding, then with the Teed Lateral to the north, is a perfect opportunity to have a softball field. We're showing Phase 1 being the church and a portion of parking to the west, and Phases 2 and 3 with a time to be determined in the not too distant future, based on how the congregation grows. For clarification, the churches overall square footage is 22,400 with about 16,983 square feet base level and approximately 5,000 on the second level. This shows the future planned roundabout; this is our engineers slide that has a level of detail beyond the time we have here. Bottomline, the planned drainage swills on the landscape and civil plans, are very shallow, they are only going to fill with 12-inches to 19-inches of water, so they aren't big depressions. We have a couple of items that need to be pursued, this is an ACHD issue and we are requesting a second point of access. You can imagine a singular point of access 30-feet wide on Ardell Road at peak times, could be a serious point of congestion; we understand in dealing with ACHD and Doug, that in order to pursue an additional point of access on Ten Mile, we need to engage in a traffic analysis, which we are pursuing now. Whether that be a right-in-right-out (RiRo), or full turns access, that is something we feel is beneficial not just to our project but to the neighbors. The second point, the road width, we are proposing to comply with the ACHD requirement for road width and paving, which requires widening the paved surface to 17-feet plus 3-feet of shoulder, and then barrow pit into our detached sidewalk; whereas the City of Kuna staff has recommended full pavement out to vertical curb and gutter. The three-fold that we are proposing to stick to the ACHD requirement is because, the Cazador Subdivision to the east, is paved at the 17-foot width with the shoulder and barrow pit; more importantly, it's a considerable added cost for the church to try to afford that extra paving. Here is a quick shot of what we propose, we have been in conversation with ACHD directly, and highlighted in red, ACHD has specifically requested that we not install the curb and gutter at this point with the roundabout in the near future, in mind. I have a proposed modification to the conditions. Design Review: Our site has lush landscaping, a wide array of trees and shrubs, we have lots of buffer on both streets with grass sod, the softball field; we have well designed patio areas. 25-foot light poles throughout,

LED lighting and put on a timer so they are only fully illuminated for the times that they are needed. Contemporary architecture with unique masking of the building, a nice mix of natural colors and durable materials. The front of the church face is to the west and would be all stucco in a Grecian ivory color, wood toned cement board on some of the elements and is very durable. Also, brick veneer and a unique trellis structure and canopy on front of the entry; some roll-up doors and then as you round the building, the primary building material remains Grecian ivory but is switched to the Allura wall siding which is a fiber cement siding. The signage will be by separate permit but we do have image national working on signage, this image was a placeholder. What we would propose respectfully, is that the staff analysis possibly be modified into a condition along these lines: Ten Mile Road shall be widened per ACHD site specific Condition of Approval No.4, which is, widen the pavement on Ten Mile Road to a minimum of 17-feet from center line, plus a 3-foot gravel shoulder abutting the site, which is consistent with the roadway improvements approved for Cazador Subdivision, and also with ACHD's pavement widening recommendations. With that, I can take any questions. **C/Laraway:** No questions. **C/Hennis:** I don't have any questions at this point, I think you explained that pretty well. **C/Gealy:** Thank you, I have no questions. **C/Hennis:** Thank you. Ok, with that, I'll open the public hearing at 7:33 PM. I have just one person listed on the sheet in favor, but not to testify. Justin Sturgeon, do you still not want to testify? **Justin Sturgeon:** I'm the pastor at New Beginnings Christian Church and we're partnering with Eagle Christian on this project, I just wanted to be present. **C/Hennis:** Ok, thank you. With that, I don't see anyone else; is there anyone else here that has not signed up that wishes to speak. With nobody, I'll close the public hearing at 7:34 PM; there will be not rebuttal so, we'll go into Commissioner discussion. **C/Gealy:** I think it's a good location. I don't have any concerns with the design. **C/Hennis:** I think it's a nice-looking setup, it's laid out well, landscape is very nice. The new age architecture is something different; I guess the only question I have for staff is the recommendation change for the roadway with regards to ACHD's recommendations. I think that has some conflict with our City Code. **DH:** City Code does call for the 8-foot wide sidewalk, curb and gutter as well as the Master Street Map and our plan for the future roadways of Kuna. It calls for that because, we don't want through the Ten Mile Corridor or any roadway in the city, to have piecemealed parts, we want uniformity for improvement in the city; in addition to that, Cazador was approved in 2016, that was well before the Comprehensive Plan was established. Staff would continue with the recommendation that it be improved as a 48-foot improved road section. **C/Hennis:** What about the are in regards to the future roundabout? **DH:** That is ultimately ACHD's decision, it would help if they had a definitive date on when that roundabout would be created, but since that hasn't been provided it's difficult to say that the roadway shouldn't be fully improved. We don't know when that will actually happen; without a specific date it will be hard to say. **C/Hennis:** Right, understood. Thank you. **C/Gealy:** And it seems the applicant also needs to work with ACHD in respect to a second access on Ten Mile. **DH:** That's correct. **C/Hennis:** How do we feel about the proposed change versus our City Code? Especially with regards to an area that might get torn up in the near future or not near future; I guess that's something that we need more information on. This is our approval or denial for this, it doesn't go to City Council, we're the final say. **C/Gealy:** I know sometimes ACHD will require a trust to help offset their costs. I'm torn, I understand what the applicant is saying, why do these improvements if it's just going to get torn up? At the same time, we need sidewalks so, I don't see that there is an advantage to putting in a narrower sidewalk and a barrow ditch; something has to be improved around that corner. **C/Hennis:** Well, I think this is more than just the corner too, we're looking at the length of the

project as well; that's why I think it's a considerable amount of money between the two. Again, with property development, consistency in the city and City Code, I'm not sure what choice there is. I can see it not being in the roundabout area if it's in the near future but, I think the rest of it still has to be developed. The only thing I can see is in the area to work with ACHD to try and figure out when this is going to occur so that there isn't an expense there that is avoided by being ripped out. **C/Gealy:** Do you have any thoughts? **C/Laraway:** We run into this ACHD thing quite a bit so it's hard to foretell what they are going to do. It seems like when we approve these things, we have to wait and see what ACHD does but, I don't think we can do that. We need to look at what's in front of us and anticipate that ACHD will do the best for the citizens of Kuna as it goes along. **C/Hennis:** I think it's more along the lines of if it will be more along the lines of 1 – 5 years or 15 – 20 years. **Troy Behunin:** For the record, Troy Behunin. Just so you know, I was the planner for the two subdivisions that are actually on the east side of this, one north of Ardell and one south of Ardell. Those subdivisions are being developed right now, Ardell will be fully improved from Ten Mile to Linder and connected with pavement and improvements within the next 2 – 3 weeks. If it's not on ACHD's radar for improvements in the next couple of years, we're already too late; basically, that means three of these four corners are going to be developed. You are welcome to make a condition that they work with staff and ACHD for that but, there are several other projects, including the one at Linder, where they were approved for one thing and then ACHD came back and said they were putting in a roundabout and they had to modify their plat. I believe earlier that it was testified that there is wide lush landscaping, it seems like there might be some built-in room for a future roundabout but, they at least have an idea of where the roundabout is going to go and staff would be happy to work with ACHD and the applicant to make that happen. You are right, we do need improvements, this is our next presentation corridor and three of the four corners are going to have an improved road surface and development within the next year. **C/Laraway:** I also think that this is going to be a Sunday operation, so the traffic should be somewhat minimal compared to Monday – Friday where everybody is trying to get to work; that's a plus. As far as ACHD improvements, are they talking roundabout, traffic light, we don't know. **C/Hennis:** I thought I saw somewhere in there that there was a background with a roundabout. **C/Laraway:** I saw the roundabout, but again, the 4-way stop is going to be cheaper and faster; I don't know what they'll do, but again, thank gosh this is a Sunday operation, traffic should be minimal. **C/Gealy:** The condition as it stands is curb, gutter and sidewalk, attached and detached, shall be installed in accordance with Kuna City Code Title 5, Chapter 17; that's the condition that's there now. **C/Hennis:** Maybe we just modify that condition that the applicant, City and ACHD work together and just do what's necessary until their traffic mitigation at that corner is figured out. It's like Troy said, there should be a plan on that so, they should be able to say if they are going to do that within the next year to two years, that way it saves expense on a fair amount of that corner. That's the only suggestion that I see that's appropriate. **C/Gealy:** I'm wondering if we could include not necessarily a condition but certainly, the applicant could work with staff regarding the timing of the curb, gutter and sidewalk. Then depending on what you find from ACHD, to address the concerns of city staff and the code, that the improvements are made within a timely manner but not to be duplicated either. I'm not even sure that's a condition, I just think that's probably what needs to happen here. I'm not willing to condition the ACHD curb, gutter and sidewalk. **C/Hennis:** I agree with you and I think your wording there was along the lines of what I was thinking; to work with them on the phasing to make sure that we aren't duplicating or just putting something in just to remove it within a year. **C/Gealy:** Does that necessarily need to be a condition or is it more of a

suggestion? **C/Hennis:** I think it does because our condition right now says they need to put in curb, gutter and sidewalk in; so, if they are going to put that in in phase 1 when the church is going to be and then rip it out when they possibly put a roundabout in, I think it's inappropriate. I think it's just the conversation they need to have about phasing; just the proposed phasing of the site, maybe do the same with the appropriate curb and sidewalk and such. **TB:** What we have done with other recent projects is on classified roadways, like Ten Mile and Ardell, typically we recite what City Code is; curb, gutter, sidewalk and road widening, no barrow ditches, period. You put in the appropriately sized sidewalk because it's like you said Commissioner Gealy, if we don't require developers to put in sidewalk because there's no sidewalk out there, then we'll never get sidewalk based on that premise. If nobody puts in sidewalk because it's not there, we'll never get it. What we typically do is recite what City Code is and if, at the time of development, if the developer goes to ACHD and says the city is requiring us to put in curb, gutter and sidewalk, ACHD will then come to us and say they don't want it because A, B or C; we have a capital improvement plan or a road trust or something else we are working on, or, or, or. In the event that ACHD not accept vertical burb and will not accept road widening, then the city will work with ACHD on a barrow ditch, however, ACHD is all about function. We do not allow gravel, gravel is not an acceptable groundcover so, on the sidewalk side of a barrow ditch it needs to be grass with a water source and then the roadside may be dirt or gravel, whatever ACHD will accept. We will work them on that, but that is our standard condition; there are also two other subdivisions going in west of this and this is their only way to get to Ten Mile unless they go through two other neighborhoods. On the south side of Shayla, there are two more subdivisions going in, Ten Mile is becoming an increasingly busy corridor and I would be surprised if ACHD doesn't have a plan of what is going in there. ACHD has a roundabout, they just have to put it in and say this is what everyone is doing. I don't know what the timing is. **C/Gealy:** Thank you. **C/Hennis:** I think what he is trying to say is that even with the conditions as they are put…. **C/Gealy:** There still may be some modifications. **C/Hennis:** Yes. **C/Gealy:** And the staff will work with ACHD and the applicant. I don't see any reason to modify the conditions. **C/Hennis:** Then I'll stand for a motion. **DH:** Staff would recommend to put in an additional condition that applicant work with staff and ACHD on traffic analysis to determine the feasibility of a secondary driveway access off of Ten Mile Road. **C/Hennis:** Oh, I thought it was in there. **DH:** It's discussed in the staff analysis and ACHD staff report but it was not listed as a condition in our staff report.

Commissioner Cathy Gealy moved to approve 20-03-SUP (Special Use Permit) and 20-13-DR (Design Review) for New Eagle Christian Church with the conditions as outlined in the staff report and the additional condition that the applicant will work with staff and ACHD for a Traffic Impact Study regarding the possible secondary access on Ten Mile Road. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

D. **Case No. 20-01-V (Variance) Harry Knox Lot Split – ACTION ITEM**

Doug 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. The applicant, James Hallingshead, is seeking approval of this Variance request in order to create parcels smaller than the minimum lot size permitted within the Central business District through the Lot Split process for Ada County Assessor's parcel No. R5070001086, located at the northeast corner of W Main Street and N Avenue D. If approved, this Variance would grant the ability for the applicant to submit a Lot Split Application as a public meeting item to the City Council. Staff has determined that this application complies with Title 5 of Kuna City Code and Idaho Code. With that, I will answer any questions you may have. Thank you. **C/Gealy:** I have no questions. **C/Laraway:** No questions. **C/Hennis:** No from me either. Is the applicant present? If you would like to come up and present anything more, please state your name and address for the record. **James Hallingshead:** I'm James Robert Hallingshead, 443 S Wagontown Ave, Kuna, Idaho, 83634. I am the representative for Mr. Harry W Knox, III, his family has owned the building since the '50's I believe. Originally the building was Idaho State Bank, sometime in the '50's they built an addition on the back and it is currently Kuna-Melba News. In around 1930 the white building at the end was built and in the late '50's – early '60's the open area was filled in with a central building. He wants to split into three lots which would be the white building, Country Cuts, and then Kuna-Melba News and Edward Jones would be one as they currently share a bathroom. The reason Mr. Knox wants to split them is because he is going to sell Parcel A as it is surveyed, the white building on the north end of the lot, to me and possibly Parcels B & C in the future. We are hoping to get the entire area repaired and a little more functional through owner vestments, so by splitting it he will give the tenants opportunity to invest into the property and make it more attractive to the community and market itself. Any questions for me? **C/Gealy:** I have no questions. **C/Laraway:** No, thank you. **C/Hennis:** Thank you very much. With that I will open the public hearing at 7:54 PM. Seeing nobody signed up in any of the categories, is there anybody here that would like to speak that hasn't signed up already? With that, I will close the public testimony at 7:55 PM. That brings us to Commissioner discussions; I think this one is a little bit different but it is straightforward. **C/Gealy:** I have no concerns. **C/Hennis:** I think it sounds reasonable as it's three buildings put together. **C/Laraway:** That was my hesitation. If we are going to grant the Variance, are there improvements coming to that site with that approval? **C/Hennis:** It sounds like it. **C/Laraway:** That's what I am saying, is the investor or the owner going to invest in it either way or only if the Variance is passed? **C/Hennis:** From what I read in the application, it seemed like it wasn't financially advantageous to invest in it without the Variance. **C/Gealy:** The Variance is really because of the size of the three lots. **C/Hennis:** I think the miss by 100 square feet, or something. **C/Gealy:** Right, they're not quite 1,000 square feet, they're 900; well one of them is. **C/Hennis:** If there are no issues then I'll stand for a motion.

Commissioner Cathy Gealy moved to approve 20-01-V (Variance) for Harry Knox with the conditions as outlined in the staff report. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

E. **Case No. 20-01-ZC (Rezone), 20-02-S (Preliminary Plat) & 20-05-DR (Design Review) Sera Sole Subdivision – ACTION ITEM**

Troy Behunin: For the record, Troy Behunin, Kuna Planning and Zoning Department, Senior Planner, 751 W 4th Street, Kuna, Idaho. The application before you tonight for the Sera Sole Subdivision, is a rezone, preliminary plat and a design review for the common spaces and open lots. The preliminary plat and rezone are for your recommendation to City Council, and the design review is for your approval or denial or conditional approval this evening. The applicant, Penelope Constantikes with Riley Planning, is requesting a rezone of two parcels within Kuna City Limits that are currently zoned Agriculture, to the R-6 (Medium Density Residential) zone. Many people are unaware of the fact that this parcel was approved back in 2006 as a subdivision and was actually part of the Local Improvement District (LID); it was excused from the LID but the project still remained and was still valid for a couple of years. However, it did fall down and all these years later, they are coming back with their subdivision request; it is similar to what was previously proposed but there are some significant differences. The applicant is proposing to rezone approximately 19.22-acres from Agricultural to R-6; the site on the Future Land Use Map (FLUM) does designate these parcels as a mixed use, however, these two parcels have very limited frontage. You can view that limited frontage on the preliminary plat or landscape plan, and as such, because of this limited and unowned property, staff views that it does comply to the FLUM because the parcels that adjacent to Swan Falls Road, are being reserved for future development if they so choose; those would be the commercial or public uses. It doesn't make any sense to put commercial behind homes when it needs frontage on a major road. They are proposing a Gross density of 4.05 dwelling units per acre (DUA), with the Net density being 5.61 DUA, which is under the allowed 6 DUA with the R-6 designation. They are proposing 11 common lots that total 2.83-acres or approximately 14.7% total open space; Kuna City Code (KCC) open space requirements do require that 50-100 dwelling units, you must devote at least 7.5% of the open space to useable open space. Staff notes that the applicant has chosen to put a useable open space in Lot 35, which is at the southernmost part of the preliminary plat. In concert with the City Engineer, staff does recommend that applicant be condition to work with the City Engineer because some of that is devoted as a retention pond to take care of the needs of the subdivision, however, in the open space requirements it does say that you can use some of the retention pond for your useable open space; the applicant must work with the City Engineer on this to make sure that they reach that 7.5% of useable open space. I believe that is a condition at the end of the staff report because it is very important to maintain that proper open space requirement. Staff does note that in the preliminary plat that is proposed, there is a portion of Swan Falls Road that would need to be improved and we would be happy to work with ACHD and the applicant on just how much needs to be improved, but certainly there needs to be acceleration and deacceleration lanes and at least curb, gutter, some sidewalk and road widening. There were no stub streets provided from subdivisions to their south or to their west and so we are not requiring that they provide them since there are homes in the way. To the north is a light industrial parcel and because those traffic uses do not mix, we would also support no connection there as well. Staff was unable to locate any proposed locations of streetlights, we would just like to point out that streetlights are required to be LED lights, must fulfill dark sky requirements and work with the Public Works to identify what those wattages are, they have to be spaced appropriately at 250 feet. A design review for the common spaces has been included and staff notes that any areas next to the common area require either an open fence such as wrought iron, or they must be a 4 foot solid with a 2 foot lattice on top to provide some type of safety measure for the inside of the subdivision; the perimeter fence is required to be a 6 foot vinyl fence. Kuna's Comprehensive Plan does encourage a variety of housing types for all income levels and it also

encourages open space and pathways; staff finds that this generally seems to follow the Comprehensive Plan, the goals and policies of the City, and the open space requirements. Staff acknowledges that Commissioner Gealy did point out that in Section F there were a few typos which staff has corrected and will be updated for the Findings of Fact. With that, I will sit for any questions. **C/Gealy:** Thank you. **C/Hennis:** I have no questions at this time. **C/Laraway:** Not at this time. **C/Gealy:** I just have a concern and that is, there's really not a transition between the light industrial to the residential; I did read the comments of the applicant regarding how the land lays, but I'm just concerned that there seems to be a very abrupt change from industrial to residential. Although it is light industrial, I wonder if there is anything we can do to mitigate that? **TB:** Certainly, there is. I believe the Economic Development Director submitted a letter and the applicant submitted a letter of response to that; she and staff share the same concerns that perhaps there needs to be at least something back there to mitigate any future uses. Right now, it's a largely unused Lot, however, they have been in to talk with us about other uses in the last three of four years; it ranges from expanding the pallet business to having an RV storage yard. It's up to this body to come up with something that you feel comfortable with as a Condition of Approval stating that there needs to be something back there or something else; maybe deeper lots with heavy landscaping. **C/Gealy:** Thank you. **C/Hennis:** With that, do we have the applicant here tonight? Ah! Go ahead and come up and state your name and address for the record please. **Penelope Constantikes:** Thank you Mr. Chairman, for the record, Penelope Constantikes, PO Box 405, Boise, Idaho, 83701. The applicant and the project team have reviewed the comprehensive staff report provided by staff and agree with the conditions of approval. I would like to mention that Troy and the other planning staff are always very helpful and very professional. **Jessica Reid:** I apologize for interrupting, could you please hold the microphone closer? **PC:** Sure. As Sera Sole Subdivision received City approval in 2007 as mentioned by Troy, the proposed plat is almost identical to the proposed subdivision with the exception of a storm water facility that was originally proposed in the southeast corner; we've moved that to the interior of the site to allow for a future commercial lot, it's the only part of the site that is adjacent to Swan Falls Road. This subdivision will include 78 new building lots for single-family, detached traditional residences. Given its proximity to downtown Kuna, no new regional infrastructure will be needed, and provides future residents the ability to easily support downtown Kuna businesses by bike or by walking. Additional right-of-way will be dedicated to ACHD for future improvements to Swan Falls Road and an 8-foot wide sidewalk will be added to the west side of Swan Falls to improve pedestrian facilities adjacent to the site. I also wanted to add that our open space as proposed with the subdivision, is almost double what is required by Code. The essential services are close, thus reducing vehicle miles traveled by future residents. This development provides a variety and location to choose from when moving to Kuna. As an in-fill development, this project supports good land use planning in a variety of ways. The commercial site at the southeast corner of the site has an opportunity to fulfill the designation for mixed use in this area. The applicant has water rights and would be happy to pool the amount of surface water needed to provide the site with pressurized irrigation. Sera Sole meets the Comprehensive Plan vision and complies with Kuna Code with the implementation of the conditions of approval. The slope of the site is essentially from north to south and the placement of the open space is a reflection of that site geometry. If a pathway is ever implemented along the Kuna Mora Ditch, this open space would be ideally located. To facilitate future access to the planned Zamzow's Park, the applicant will include a connection to the northwest corner of the site from the interior of the subdivision to add connectivity to the future park. The staff report and ACHD staff report did not identify any deficiencies with the proposed subdivision. The additional right-of-way along the frontage will contribute to future road improvements to Swan Falls Road. The COMPASS review of the project identifies the positive attributes of the project including,

pedestrian usability; proximity to jobs, fire and police services all within 1 – 1.5 miles of the site; proximity to public school facilities; proximity to park facilities; and proximity to grocery services. Finally, the project will not contribute to the consumption of farmland. A neighborhood meeting was held on February 1st, and property owners and residents within more than ¼ of a mile were notified; 5 individuals attended the meeting, representing 4 households, only one attendee did not live along Swan Falls Road. The trash along the ditch is unfortunate, however, the ditch area is offsite and not part of the proposed subdivision; perimeter fencing will be constructed with the development. This development will contribute to the future improvements of Swan Falls Road; I think that's an important item. The requested zoning designation is consistent with the surrounding area and this development will complement the surrounding residential density and architecture. The applicant and project team believe that the proposed Sera Sole Subdivision adheres to the applicable zoning codes, and the site is suitable for the proposed development. The project will not create an environmental hazard or cause any health problems. Sera Sole will not create a detriment to the present or future surrounding uses, and utilities are available to serve the site. The applicant will comply with all the conditions of approval, including required letters, installation of services, protection of other irrigation water users, installation of street improvements, street lights and fencing, and landscaping installation and maintenance. I would like to add that the site geometry plan that was submitted with the application, identifies streetlights and fire hydrants; I would be happy to hand this off if you all would like to look at it. Mr. Chairman, would you like this? **C/Hennis:** That has to be submitted to the City first. Thank you. **PC:** There is an existing Development Agreement, and the applicant will work with staff as needed to update the DA. The applicant and team will address the combination of open space and storm water retention, to maintain the proper open space provided in the subdivision; open vision fencing will be installed where needed. The applicant is also happy to work with staff in the district to implement any acceleration or deceleration lanes that appear to be required or needed. An updated landscape plan will be submitted to staff, and the team will work closely with the Kuna Fire Department to meet their standards for second access to the site. With regard to the transition to the north, the Comprehensive Plan identifies that area as future downtown Kuna so, I made an assumption that as the downtown area expands, the kinds of things like pallet factories might not be on deck anymore; perhaps I'm incorrect on that but, I know the Kuna Comprehensive Plan shows an expansion of the downtown area southward towards our site. We'd be happy to add a heavy landscape buffer along the north boundary if that is what you would like to see done for a transition. With that, I would be happy to answer any questions you have. **C/Gealy:** Just a point of clarification, the park to the northwest, is that what you said? **PC:** Yes ma'am. **C/Gealy:** Sorry, I'm not aware of it. **PC:** Mr. Chairman, Commissioner, it is the proposed Zamzow Park; there was some discussion mentioned in the letter from the Economic Development Director, and she referenced that future park; so, we'll put a connection, a pathway connection in from the interior of the site up to the northwest corner so that when other development occurs, and that pathway gets extended, people can get to the Zamzow Park without going out onto the public street. **C/Gealy:** Thank you. **C/Hennis:** I have no questions. **C/Laraway:** No questions. **C/Hennis:** Thank you, your presentation actually answered several of my questions. **TB:** Commissioner Hennis, I did receive a number of emails that I would like to hand out when you are ready for the public hearing portion. **C/Hennis:** I was just about to open it up; I will go ahead and open the public hearing up at 8:18 PM. Troy, please go ahead and hand those out. **TB:** Would the Commission like for these to be read or would you like to take a moment and read them? **C/Gealy:** Does the applicant have copies as well? **TB:** The applicant has been given these copies, yes. **C/Gealy:** I'll read them but I will need a minute to do so. **C/Hennis:** Yes, we'll take a couple of minutes to read them. Ok, we have several people that are signed up to testify that are not marked to testify or not to testify so, bear with me. Mr. Tom Bevan, did you

with to testify or not? **Tom Bevan:** No. **C/Hennis:** Ok. And Penelope, you already have. So, Ramon Herrera, if you would come up; you will have three minutes to provide your testimony, please state your name and address for the record. **Ramon Herrera:** Ramon Herrera, 664 S Willow Springs Place. We are opposed to this new housing development because of an increase to traffic downtown and Swan Falls, it's literally ridiculous to think we could do that at this current design. Our country roads have been turned into parking lots because of this increase in housing and developers haven't been held accountable to help with financial burden. This housing addition also takes away the home of migrating ducks that have lived at *(unintelligible)* for years. Adding homes of this magnitude also brings the question, where will these kids go to school? The School District would be left for us to pay as taxpayers and not the burden of the developers. If the housing should increase down south of Kuna, I challenge Kuna to provide better access across the tracks and fix an already big problem; how do First Responders get back there in case of emergency when the train is stopped? I have set there 15, 20, 30 minutes at a time and waited for the train to leave; we don't have access back there and it's ridiculous to think that First Responders can actually get there, an increase to population only poses a bigger risk. The last thing I would like to add is, to only have one means of egress in and out of the new neighborhood is reckless and a bad design; the developer should be challenged to at least provide better access for emergency responders so that my house doesn't burn down. **C/Hennis:** Thank you. **C/Gealy:** Thank you. **C/Hennis:** Homer Mason? **Homer Mason:** No. **C/Hennis:** Ok, you don't wish to testify. Becky Higgs, come on up. **Becky Higgs:** For the record, my name is Becky Higgs and my letter to you was on behalf of me and my husband, we did write it together this morning. I want you to know that we just bought property on 704 S Willow Springs Place at the end of May and we didn't have time between our home in northern California and here; we came home last night to this notice which is the first I have ever heard about this at all. I've heard a great deal so far so; I have to edit a lot of what I already wrote because I had so many questions; I had to go from no information to getting really schooled today. Honorable Councilmen and Women, I will have to edit a little bit here. I see that the proposed subdivision is rural, there is to be 89 lots, I know 78 of them are to be housing. All fire and emergency medical support is north of the railroad tracks; these are all things I have had to find out really quick and with that development…. I'm a Critical Care Nurse, I worked in Critical Care my whole career, and one of the most important things we talk about when I worked in ICU, CCU, ER, when I worked with Paramedics and First Responders, is response time. That is absolutely what drives emergency medicine, and what I have learned is that the response times here are extremely dubious; that to me, I am blown away because I just found this out today. Now we're talking about proposing and putting on to Swan Falls Road, all of these people; do they know what I just found out today? Are they going to be told about these response times? Are they going to be told about this? Are they going to be told that? I look at Swan Falls Road and it doesn't have sidewalks, it doesn't have shoulders, it doesn't have anything, and people zoom back and forth; it's already so highly traffic and so quickly trafficked, 78 houses just being shoved out onto Swan Falls Road is ridiculous. To say that it's an R-6, and in my letter, I asked what's R-6? I also schooled myself in that and looked up the Ada County zoning districts and got that so, I see that R-6, and I also read a prior letter from the developers that they were saying that they were liked sized lots they were putting in. (*Timer sounds.*) Oh no! That's terrible because they aren't even close to the size of our lots so, there's high concentration. It's untenable. **C/Hennis:** Thank you. Ron Piper, it looks like you changed to not testify? **Ron Piper:** Yes. **C/Hennis:** Ok, thank you. Josh Golden? Go ahead and state your name and address for the record. **Josh Golden:** My name is Josh Golden; I live at 612 S Willow Springs Place. Most of our court is going to be affected by the neighbors behind us. I know in the presentation we talked about being a buffer between light industrial and the housing, and it's not even the north side of this property that is considered light industrial;

we've got J&M Sanitation right across the street. This field has always acted as that buffer between light industrial and now the housing areas, I understand that housing is just going to grow, but this field has been so critical in that separation between downtown Kuna, the railroad tracks and the light industrial, then starting to be homes. It was mentioned about a flock of ducks always using it, but we also see other birds of prey use this field as hunting; they nest in the towers right next to the development. We've seen crane, pheasants and all kinds of agricultural in this lot. We talked about the Zamzow Park, that's way by School Road, nowhere close to this development; I don't see where a pathway could be built on land that is already owned by somebody else. The common area that is already in our development where the water spillway is, is also used as a common area in our community and the other subdivisions right in there. We use that area for watching the fireworks for Kuna Days, this development will get a good show, but that was a huge gathering area for the community; there would be at least 100 – 200 people in that common area to watch the fireworks. Swan Falls Road was mentioned, yes it does need a lot of work, and where they are proposing an entrance, there is a pretty good-sized hill right there, you cannot see traffic coming over either side. If you're having 78 homes with their traffic turning in, some are coming off roads that are 50 – 55 MPH and they are coming into town, that hill alone is going to cause a hazard. **C/Hennis:** Thank you. So that is all that I have listed to testify, does anybody…. (*comment from audience).* Sorry, you can sign up and ask the question if you would like to. Ok, you're Mr. Mason, correct? **Homer Mason:** My name is Homer Mason; I live at 588 S Willow Springs Place, Josh lives right beside me, all of our backyards face this development. We have a crappy fence that is falling down half of the time, we have a daycare center on Swan Falls Road right in front of this development. Like they said, there's no sidewalks, we do have kids that walk up and down that road. There is no speed limit, everyone goes down the road whatever they feel like. It's an unsafe situation to put in more homes, our fire department access is terrible; why this hasn't been addressed a long time ago is beyond me. I'm sure that the city could find it in their budget sometime in the future, and annex for a fire station over there. We've had one fire in our area, basically, it demolished the home. The access times we don't know because it all depends on what the railroad is doing. I know in the future there will probably be something done about it, but you know, we're speaking about today and adding more homes. It's not logical right now, you already have a development going in there on Kuna Road and Ten Mile; and as you drive around our city, there's signs all over the place that there's more proposed. What are we going to become? Meridian? There's got to be a stop somewhere; I understand people sell their properties so they can make money, but you have to understand too the developments that are already around there. Thank you. **C/Hennis:** Thank you. With that I will close the public testimony at 8…. **C/Gealy:** She gets to rebut. **C/Hennis:** That's true, sorry, I was ahead of myself. **PC:** Thank you Mr. Chairman. Again, for the record, Penelope Constantikes, PO Box 405, Boise, Idaho, 83701. I've been working in this industry for over 20 years, and my tenure includes COMPASS and ACHD; it's just a fact of development that new subdivisions are what generates the money for new fire stations and new roadways, infrastructure improvement is not proactive, it's reactive. There's just no way around that so, I understand but I also understand that until you have a property base to fund these additional services, they can't happen. We're doing what we can, which is adding right-of-way and pedestrian facilities; I did want to note that both parcels that are on the north and south side of our entry way are being given stubs, that way the daycare won't need to use Swan Falls Road anymore, they will be able to use our entryway for access to the facility. The property to the south of us is also getting a regular 50-foot-wide stub street so, we've accommodated that to the best of our ability. I live next to a large office complex and I walked through there the other night, obviously the owl that lives in our neighborhood got a nice, tasty treat because there were feathers and blood everywhere; wildlife can exist any number of places and they do it with ease. I don't think the transition of this property from

open space to a subdivision is going to diminish the wildlife in the area. I got not correspondence from the School (District) indicating there's a lack of capacity. We have two accesses to the site, there's a second access that's proposed along the south boundary, it's identified as emergency services at this time; whether or not that becomes a full public street is still up for questions, we'll work with the district fire department on that, but we have accommodated a second access point. The way we designed it was for it to be the commercial lot access, and then it would be bollard so that emergency services could get through into the subdivision without having cross traffic between residential and commercial; that's never a good idea. Again, I had 4 household that came to the neighborhood meeting and I sent a lot of notices out, I spent $250 on postage stamps just to get those out; I understand that everyone is busy, but maybe some of these questions and some of this discussion could have taken place previously. I don't think the concentration of houses is inappropriate for the location, you do want higher density next to classified roads so that higher density subdivisions are not traveling through lower density subdivisions to get to primary roadways; that's just generally good planning practice. As far as having neighbors when you didn't have them before, again, that's something that just happens; if you move into a house next to a big open field in a town that growing, you probably should anticipate that there might someday might be something there besides an open field. I empathize, I've been on the receiving end of this, but again, it's just what happens I guess. The common area to the south, we have paired it with the open space that is available in Ryan Meadows so they are back to back. We have that huge, long stretch of open space along our south perimeter that pairs up against the open space in Ryan Meadows, I don't know that there will be a huge impact to the fireworks observation since we have that; it's a very wide area that we have designated as open space along our south boundary. ACHD did not indicate any issues with site distance, and access to Swan Falls Road; the traffic on Swan Falls is slightly under 600 vehicle trips in the peak hour, which is between 4:00 and 6:00. They did not indicate a problem with trip rates on Swan Falls Road, I know Swan Falls is on everyone's radar and something will happen, but it will be driven by development because that is what adds to the tax base. Thank you. **C/Hennis:** With that, I will close the public testimony at 8:42, and that brings up Commissioner discussion. Where to start…. I am concerned with the services available to the southern end, we've talked about that many times. **C/Laraway:** The services with what? **C/Hennis:** The services, Law Enforcement, First Responders, etc. I know that corner at Swan Falls off of Avalon, you'll sit and sit and sit going any direction. So, I do have concerns with the traffic there because I am not sure they addressed it beyond Shortline; it doesn't even seem like even breeched the subject of what happens when…. Well, ACHD in the report with Swan Falls up to Avalon. I'm not sure if there's anything planned for that in the future. **C/Laraway:** Yeah. Emergency services, that's been a public concern for many years, even back when I was out here *(previous Law Enforcement serviceman)* it was a big concern. It's one of those double-edged swords to where you need growth out in a certain area for fire and police to go, oh, we need to build something there, there has to be a reason to build it. If there's no calls for services across the tracks, they're not going to build a fire station or a police station on the other side of the track; economics prevent that just like Falcon Crest, all those thousands of homes, now they are talking about putting a fire station out on Cloverdale. Economics says that's the smart thing to do, so in a way, adding more development out there does sort of enhance fire and police getting put out there. There's what, 27 trains a day that go through this town; it's going to stop everything until Union Pacific slows their trains down. The First Responder, it's been a thorn in my side since 2004 but, Union Pacific, ACHD, ITD, they're all involved in this to where we don't know where to build an overpass to get over the tracks; Union Pacific doesn't want to put up any money to build the overpass, ITD doesn't want to pay for it, with ACHD it would wipe their budget out for a year. Something has to not stop, and that's development, that's growth, the more we get out there the more somebody is

going to say that we need to build a fire station out there; it's all part of the growth. I've got a big lot right behind where I live, it's going to kill me the day someone develops it, but I know it's going to happen because it's part of growth; I had to accept that when I bought that piece of property, it' wasn't going to be there forever. I could prevent it, I could buy it, but that's not economical either; so, we can't prevent the growth and we have to have the growth to have substantial first responder and other growth like overpasses, light industrial, it's all part of that package. I don't have an answer for it, I just don't to say first responders' routes as a reason we shouldn't build something, I did it for too many years. (*comment from audience*) **C/Hennis:** No sir, I'm sorry, public testimony has been closed unfortunately. I recognize what John says with the growth, but I mean, is it appropriate to have this many houses crammed into that little place with very little frontage and access? Is it appropriate to have, this being a 70-something home subdivision, and adding that much traffic, people, exposure on that road? **C/Gealy:** It is an in-fill development, and it is zoned medium residential with the R-6 zone, which they are under, is in the middle of medium density; it's more than R-4 but not as much as R-8, it would have been entirely permissible for them to have come with R-8. R-6, I think, is a good compromise and I think it fits with the surrounding use except, the industrial to the north, because there is medium density to the east and the south. It's unfortunate the subdivision to the west and the south did not put in stub streets, so they are pretty much tied to two entrances onto Swan Falls; I think they have addressed it. **C/Hennis:** Talking about the heavy landscape buffer on the north, that takes care of what you were talking about earlier. **C/Gealy:** Well, it would at least provide some mitigation for those homes. **C/Hennis:** I'm still debating, I don't necessarily think that…. I do agree that development drives some of these solutions, but I don't know if I agree with this large of an in-fill development there, though it's justifiable by rules. **C/Gealy:** And it's not as big as it could be if it was R-8. **C/Hennis:** That's true too, I mean, considering its even deemed mixed use, there are other alternatives, it could have been worse. **C/Gealy:** Mhm. The Gross is 4 DUA. **C/Hennis:** I do like they are allowing into the adjacent parcels up front for, more or less, usage and safety. I don't know, I would have liked a little bit fewer in there but, I see your point. **C/Gealy:** And it is close to downtown. Someday there will be a bridge and an overpass and sidewalks so people can live there and walk. (*Outburst from audience).* **C/Hennis:** Quiet down please. **C/Gealy:** I don't quite understand about the ditch. **C/Hennis:** The debris? **C/Gealy:** Yes. The ditch and the debris; do you have any information at all? Who owns that ditch? **TB:** Commissioner Gealy, to answer your question, the map that I have in front of me does not indicate who owns the ditch; I did hear Penelope testify that it is actually off of their property. I do not know, without looking into it, who the ownership is. **C/Laraway:** If it's the Kuna-Mora Ditch, wouldn't that belong to the irrigation company? **TB:** So, the final plat for the Ryan Meadows Subdivision, which is directly to the south, does have a 10-foot pressurized irrigation easement on the inside and there is also a 20-foot easement inside a common lot on their northern boundary; I surmise that is where the ditch is, it's actually in the Ryan Meadows Subdivision. It's a common lot within the subdivision of Ryan Meadows. **C/Gealy:** So, it would be the responsibility of the Ryan Meadows Home Owners Association to address any concerns with the ditch, to address concerns with the fences. **TB:** Yes. (*Comment from audience: It only comes across Ryan Meadows just a little bit, it comes a little more south and then it cuts across behind the Mineral Springs complex; it cuts across part of the corner.)* **C/Gealy:** Thank you. **TB:** To answer your question, if this gets approved, they will have to follow the state law for maintaining access, preserving water rights, delivery and waste, and if any portion of that is on their property, they are going to have to…. **C/Gealy:** They'll be responsible for their part. **TB:** They'll be responsible for their part. It's just like if 80% of this is inside the Ryan Meadows Subdivision, which looking at this a sizeable portion is inside a common lot, then it's up to the underlying landowner to clean and maintain. **C/Gealy:** Thank

you. **TB:** And that will be discovered at construction document prep, should this get approved.
C/Hennis: Thank you. Given that, I would stand for a motion.

Commissioner Cathy Gealy moved to recommend approval of 20-01-ZC (Rezone) and 20-02-S (Preliminary Plat) for the Sera Sole Subdivision to City Council with the conditions as outlined in the staff report and the additional condition that the applicant work with staff to enhance the landscaping plan to include a heavy landscaping buffer between the subdivision and light industrial use to the north. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Commissioner Cathy Gealy moved to approve 20-05-DR (Design Review) for the Sera Sole Subdivision with the conditions as outlined in the staff report and the additional condition that the applicant work with staff to enhance the landscaping plan to include a heavy landscaping buffer between the subdivision and light industrial use to the north. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

F. **Case No. 19-13-AN (Annexation) Blackrock Market Place/Village – ACTION ITEM**

Troy Behunin: Good evening Commissioners, Troy Behunin, Planner III, 751 West Fourth Street. This Category "A" annexation request involves a County parcel and its location is shown on the vicinity Map. The applicant proposes to annex approximately 40.82 acres to create a development known as Blackrock Market Place. The site is adjacent to Kuna City limits on the west and south sides and is currently zoned RUT in the County. The applicant is proposing two different zones in order to develop the same lands into a mixed-use project. The applicant proposes using the R-20, High Density Residential (HDR) and the C-2 (Area Commercial) zones. The R-20 HDR was originally proposed to be approximately 13.22 acres in size, however, the applicant has prepared a reduced R-20 acreage (size) which they will present tonight. The applicant also proposes the C-2 zone which was originally proposed to be approximately 27.45 acres; this will naturally increase in size with the reduction to the R-20 size. The applicant, in the future, will propose multi-family housing units within the R-20 zone, and Commercial uses will be proposed within the C-2 zone, in the future as well. The site is located at the northwest corner of Meridian and Deer Flat Roads. The applicant has submitted multiple versions of a master site plan trying to follow staff's recommendations, the City Council wishes, the Comprehensive Plan, Future Land Use Map (FLUM) and agencies. The FLUM and the Comprehensive Plan for Kuna identifies this parcel as mixed use (MU), which requires the applicant to propose a mixture of uses, including different types of commercial, along with other uses including different and compatible housing options. The

applicant does intend to subdivide the land for each of the multi-family units and for the commercial sites. The applicant will be required to submit a preliminary plat for approval by Council. Based on future Commercial uses, the applicant may need to apply for additional approvals which may include Special Use Permits and Design Review for all Commercial uses. Applicant is hereby notified that a percentage of useable open space for the residents and a certain number of parking stalls, will be required based entirely on the number of dwelling units. Staff notes the City Engineer states in his memo that Danskin Lift Station is nearing capacity, and staff recommends that the applicant be conditioned to/shall work with the City Engineer to ensure proper capacity. Kuna's Comprehensive Plan encourages a variety of all commercial types, housing types for all income levels, open space and pathways. Staff has reviewed the proposed annexation request and finds the annexation and zoning requests are in compliance with Kuna City Code (KCC); Idaho Statute; the Kuna Comprehensive Plan and FLUM. The applicant shall be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends approval to the Planning and Zoning Commission. I stand for questions. **C/Hennis:** I have no questions. **C/Gealy:** Thank you for that, it was very thorough, and thank you to the applicant for finding a way through all of this. I had a couple of clarifications, one was the trails map wasn't here so, I was going to ask the applicant if he was aware of the trails map? And then, the note from the Fire Chief I found perplexing, and I wonder if staff may have an opportunity to talk with the fire department about mixed use and high density residential in conjunction with commercial. **TB:** That's a very good question Commissioner Gealy, thank you for asking that. yes, I have had a direct conversation with the Fire Chief about this, and what the applicant is going to propose with the new site plan, is actually in direct response to what the Fire Chief has raised as a concern. His concern isn't necessarily the mixture of high density and commercial, his concern is high density, commercial and a major ingress/egress all at the same location, especially at the convergence of Ardell Road to the north, and Meridian Road. His recommendation is to take the multi-family housing and push it as far away from that intersection as possible. **C/Gealy:** From the Ardell intersection? **TB:** From the Meridian Road and Ardell Road intersection. **C/Gealy:** And Deer Flat, I would assume. **TB:** Yes. He wasn't concerned about it necessarily on Deer Flat because that wasn't being proposed, but at the corner of Ardell Road and Meridian Road, he was concerned and that is what he told me, push that as far away from that intersection as possible. There's no other way to make it mixed use really. **C/Gealy:** Right. Ok, thank you very much. **C/Hennis:** If the applicant would like to come forward? **TJ Angstman:** Commissioners, staff; my name is TJ Angstman, I reside at 9473 W Pandion Court in Garden City. Thank you for the time to come talk to you, I have had a really good opportunity to work with staff. I'll take some time to talk about what I am not doing to give you a little bit of a concept on our progression on this, working with staff and the Comp Plan. One thing I think is important, is when we received the comments from the Fire Chief, we…. In order to do a project of the size we were proposing, it needed to have access on Meridian Road because you get so big, otherwise we would have to take the whole site and not have any commercial at all. Initially, the plan we had ended up going out to Meridian Road, and we were worried along with the Fire Chief, of people trying to take left turns across Meridian Road at a 55 or 65 MPH street. After reviewing the Fire Chiefs and staff comments, we did a much more reduced scale; this drawing here is 5.18 acres of multi-family and its 10 4-plexes. Now, our plan could change in the sense that we designed this as fast as we could so we could be ready today with an

example. There's a few things we would like consideration on because we've changed the plan so much, and there's really no access out to Meridian Road for these apartments; there's really no need for these two stub streets here, that's two more stub streets of people that can cut through this neighborhood to go to Deer Flat. My view is that just this stub would be required, because that is a pretty direct road that comes out right through to here. These both connect so, if someone wanted to go here, they could just go out here and around. There's an extra road connection and there's almost an acre of ground that's just blacktop. I talked with staff about this today's meeting because, initially, this was going to serve 260 dwellings, now we're talking about 40 so, maybe we don't need both connections. Staff and I have both agreed that today is not the day to talk about this, when we get a specific plan, but one of the comments in our packet is that both connections would be there; we're willing to do, we think it's excessive and I think the neighbors would appreciate only having one so then there's only one route coming through there. My guess is the Toll Brothers residents are going to use this more than our residents because it's a quick shot out to Ardell from their neighborhood, whereas before they had to wind through their whole subdivision to get there. I wish it had the whole map of their subdivision to show you but, as you know, it's 230 homes or so. We're changing that so we can have some parking, as you can see our site really uses up a lot of space in parking and that's because three parking spaces are required per unit here in Kuna. So, having the extra road and parking cuts down on opportunities for green space and maybe a little more creative design. We like it though, and we really like how the commercial lays out here; there's a nice flow, we plan a crossing over the canal so, when we develop the main corner, you'll have access all the way through the development to Deer Flat. There's a nice entrance and exit right here that lines up pretty well, we can't build ours as close to the intersection as the neighbor. The traffic flow and the interest we've had from commercial tenants tells us that this layout is going to be quite popular and I think the view shed for the neighborhood as a main entrance into town is better not having the storage and multi-family on Meridian Road. We have done probably four site plans, there were extensive and well done and we landed on this one, the one that probably creates the best interest for the City; from the perspective of staff, certainly they liked it better, and I don't know if multi-family is good against a busy road. So, that's what we have; I just wanted to note that we do follow the goals of the Comprehensive Plan, we've made a lot of adjustments for safety because we are on a busy street and an important corner; those changes include removing another connection on Meridian Road. We just have two connections when we could have had three, we decided to eliminate one just so there wouldn't be so many places for people to leave; it could be dangerous. We do believe in the idea of connected communities, but like I said, maybe we won't need the second connection; certainly, the connected communities would also include the development of the trail system and the bike path. You can see along the Boise River the sense of community that creates, and doing that in Kuna will do the same. We want to be part of the community and we hope that people can come shopping along there and enjoy what we develop. Other than that, I would say that I could stand for any questions; we've reduced the multi-family from 13, to 11, to 5.18-acres and that includes the acreage of the road. It does look like the 4-plexes could get arranged a little more creatively so that people aren't looking straight into each other's windows, I'll be working with an architect to get the site plan done; basically what you want your apartments to look like is a train wreck where they are all at different angles. Other than that, I'll stand for questions. **C/Hennis:** Did you mention there was going to be a crossover over the canal between the two? **TA:** Commissioner Hennis, yes, there is a plan to put that but won't be built until we develop the main corner. The corner

loses its value if we don't have this access here and across the canal there, people have to be able to take the right-in to go shopping or that corner will not work. We put it where ITD says it will be a legal and safe connection, we believe they are going to allow a full access, we know that could change in the future depending on safety. **C/Hennis:** Ok, thank you. **C/Laraway:** I have a question for Troy. We're going to have a chance to talk about Design Review and everything else later on, right? Because I don't want to ask questions that don't have anything to do with the annexation. **TB:** Staff hesitated a little bit putting any kind of access marker in the staff report, but because it's our entry corridor, staff wanted to at least make that part of the record, not necessarily a large part of the discussion. At preliminary plat for the multi-family and the commercial, that will be one of the big discussion items; that will be the arena that it should be discussed. **C/Laraway:** This will come up again? **TB:** Absolutely. **C/Gealy:** With the annexation, we will indicate the acreage that would be multi-family and the acreage that would be commercial? **TB:** Yes. **C/Laraway:** Yes, I'm more concerned with ITD items. **TB:** Just so the applicant is aware, what is being presented is 5.18-acres multi-family so, that's the acreage that they'll be stuck with. **TA:** We have the legal description into staff now, so they know we can't move around, the only thing we hope to do is get some roadway reduced, that will make my plan better. **C/Gealy:** And the remainder is C-2? **TA:** C-2, correct. **C/Hennis:** I have no other questions. **C/Gealy:** I have no questions. **C/Laraway:** Nothing, thank you. **C/Hennis:** With that I will open up the public hearing at 9:19 PM. I have listed here David Gronbeck, but you didn't specify to testify or not. (*Mr. Gronbeck indicates he did not want to testify*). Ok, I'll mark you as not testify. In opposition, Daniel McDonald, you didn't specify. (*Answer from audience)*. Ok, come on up and state your name and address for the record please. And again, we'll give you three minutes. **Daniel McDonald:** My name is Daniel McDonald, I live at 1867 N Siltstone Way, Kuna, 83634. I have a couple of questions on this one; like most have commented, schools; I have elementary school kids that go to Reed and a daughter that goes to Freemont, and their schools are full. They have built a couple of portables at Reed and they are completely full and over populated; adding high density there I am just concerned on schools, as is everybody else. I know that's a question but I think it needs to be addressed when you are putting high density into that area, that the schools need to be in the works. As far as the site for commercial, when we moved in there, we didn't know that was going to happen, but looking at Kuna's vision, it does show that there is a future park right there at Meridian and Deer Flat, it's on page 138 I believe. That four corners, you have the northwest zoned commercial, you have the northeast, southeast and northeast all commercial; that means there is no other place for a park but right there at the northwest corner. I understand that is a great place for commercial, but I would look at maybe putting in a park north of that instead of high density. As far as what the gentleman said about how the subdivisions residents will be using the access more than the tenants, I disagree; we have access to Ardell in our neighborhood, we don't need his access to get there, I think that is actually going to become a hazard to the subdivision since it is zoned for medium, not high density. Your adding more cars to that is going to be a problem, as it is, my kids stand at the bus stop at Deer Flat and Sailor, and we've had kids almost hit by cars; if we're adding more cars into that, it's just going to cause more problems. My other question for that is on the commercial; it does show that the commercial buildings are hugged tight to the neighborhood, and I know that the houses right there don't have a lot of barrier. We're going to have houses two-story's, looking into the back of a parking lot, into the back of a commercial site, which is going to be trash dumpster, people out there smoking, kids; I think we need to address the fact it is right up

against the subdivision, it needs to have some kind of a barrier, trees, spacing. Again, we kind knew what we were getting when we moved out here, it is growing exponentially out here, but we do need to do smart growth and not just growth for growth. With that, I have listed all my questions and concerns. Thank you for your time. **C/Hennis:** Thank you. **C/Gealy:** Thank you. **C/Hennis:** The last two I have on here have marked not to testify, is that still the case? Do you wish to testify at all? No, ok, I just want to give you the chance. With that I'll let the applicant come back and answer any questions that might have been brought up. **TA:** I appreciate the comments about the compatibility, I think its fair comment and is certainly a concern I would have if I lived there. What we understand the process to be is we'll come back with a specific plan when we have a user, the problem is we can talk all we want about it, but until we have a user, it's not much of a conversation. The users will know that they need to be mindful of the neighborhood they are moving into, and certainly, we'll be mindful of that; David (Gronbeck) lives in this community, I am part of this community and we plan to be part of the community with this development so, we want to have a healthy relationship with our neighbors. I would just say that what our current 4-plex proposal looks like there is only 40 homes versus the Toll Brothers is over 230 so, I don't know who will cut through more and I'm sure that they will say the other guys are cutting through way too much. The only thing we can do is follow the policies that are in place; ACHD and the City of Kuna both have connected community policies. What we need to do is to do it in a smart way, and I think having one, and maybe they could close down the other one and have a basketball hoop there or just close it down; whatever they want, but I think closing one of them would be a good idea. Other than that, what I have seen ACHD do is if there is a concern over traffic, they'll install traffic calming, maybe even make the developer who's responsible, pay for the traffic calming; if it's warranted, they won't go put speed bumps in if there's no warrant, they're going to put little things across the street. They'll do a traffic study and if there's a warrant, they'll make us put in some traffic calming. My guess is with 40 units, the number of trips per day based on the information ACHD provided in their staff report, is a little more than 7 but less than 8 trips per home; that means the total number of trips our multi-family is going to generate with this present layout is 320 total trips. Once you think about that, most of them are not going to be to Deer Flat but, the ones who are going to Deer Flat might cut through this neighborhood, that's the whole idea of connected neighborhoods; being part of the same neighborhood is the whole idea. We are only talking about 320 trips so, if they were all going there, how many minutes are there in a day? That's 60 minutes in an hour so, in 5 hours, there's one person per minute, if that was the whole day it would be less; they're not all going to be going that direction, my guess is most will go out Ardell to Meridian Road and off to work then back again on the same route. I'm not going to say it's not a valid concern, I would be; I live in a gated community right now for the same reason that he's saying, I wanted the safety for my family, so understand and I want to develop it that way, and we've already made some steps. Are there any other questions, I can answer them? **C/Hennis:** No. Thank you. So, with that I will close the public testimony at 9:27 PM, that will open up our discussion. Just to reiterate, it's nice to have the site plan and everything for reference on what we are trying to do with this whole thing, but this is just the annexation. Any future plats will be presented to us with a public hearing, everybody will have another opportunity to bring this forward. And I think that's the one thing I wanted to answer with the gentleman that came up too, the stub streets are going to be dependent upon ACHD, it's not by design it's by reference, so that is something that will be worked out when there's an actual plat. It's the same with the transition between the commercial and the residential down near the Deer

Flat side, there's got to be that commercial buffer, that's by Code for the city. Those will all be addressed and hopefully mitigate those problems, but again, we'll see that more definitively in the future. Otherwise, I think it's good use, I like the way they planned this with the multi-use in the back and the reduction to 5.18-acres, it's great. Any concerns? **C/Gealy:** I have no concerns. **C/Laraway:** It's well laid out, but that's not why we're here. I like it so far but we're just here for the annexation part of it. **C/Hennis:** And the rest will follow in the future. So, with that I will stand for a motion.

Commissioner Cathy Gealy moved to recommend approval of 19-13-AN (Annexation) for Black Rock Marketplace with the conditions as outlined in the staff. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

4. *BUSINESS ITEMS:*

A. Findings of Fact & Conclusions of Law

1. 20-01-V Harry Knox Lot Split

C/Hennis: You have business items listed next on the agenda but it's the same lot split? **Jessica Reid:** This is the approval of the Findings of Fact after the approved case so that it can move forward to Council at the next meeting. **C/Gealy:** We don't have to wait two weeks. **C/Hennis:** That works. With that I will stand for a motion.

Commissioner Cathy Gealy moved to approve 20-01-V (Variance) Findings of Fact. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

5. *ADJOURNMENT:* 9:32 PM

C/Hennis: Any reports? **Wendy Howell:** I just wanted to thank everyone that responded so far regarding the Urban Renewal District and its public workshop. **C/Gealy:** I can go to either one. If you end up calling a meeting. **WH:** We only have three items on the next agenda, design reviews. **C/Hennis:** Any other staff reports? **WH:** No, that is all.

Commissioner Cathy Gealy moved adjourn. Seconded by Commissioner John Laraway. Approved by the following roll call vote:

Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department

751 W 4th Street | Kuna, ID | 83634
(208) 922-5274 | www.kunacity.id.gov

EXHIBIT CHECKLIST

Case Name: BlackRock Market Place
Case No.(s): 19-08-AN

	EXHIBITS
1	Exhibit List
2	Council Staff Memo
3	Letter of Intent
4	Commission and Council Review Packet
5	Vicinity Map
6	Original Legal Description for the R-20
7	Original Legal Description for the C-2
8	Black & White Proposed zoning assignments
9	Colored Proposed zoning assignments
10	P&Z Proposed changes to the R-20
11	P&Z Proposed changes to the C-2
12	City Engineer Memo
13	ACHD Staff Report
14	Boise Proj. Board of Control Report
15	COMPASS Report
16	Kuna Rural Fire Dist. (KRFD)
17	Site Photos
18	Neighborhood Meeting Certificate and Mtg. Minutes
19	Affidavit of Legal Interest
20	Proof of Ownership
21	Commission FCO's
22	Commission Mtg. Minutes 8.11.20

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: 19-08-AN (Annexation),
Black Rock Market Place

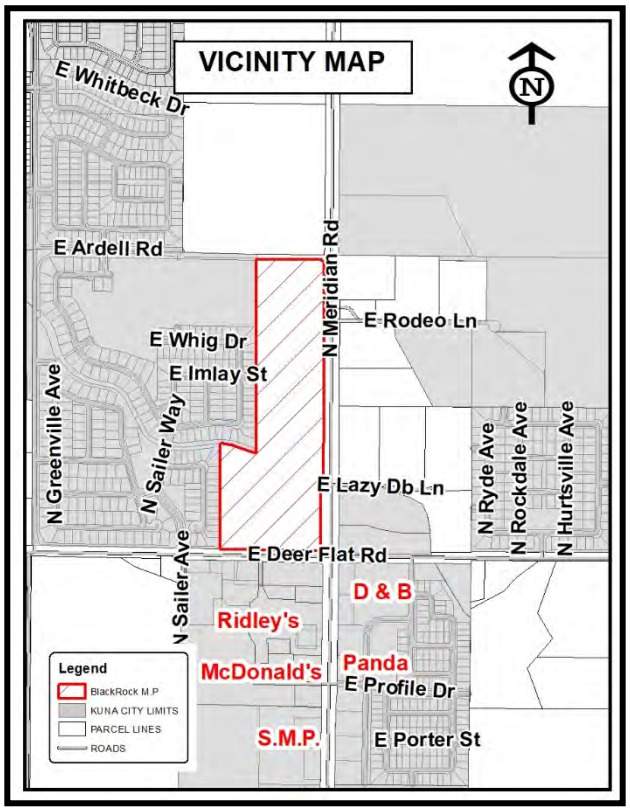
Site Location: 3001 West Ardell Road
Kuna, ID 83634

Planner: Troy Behunin, Planner III

Hearing Date: Wed. November 4, 2020

Owner: Margaret M. Hill Ltd. Partnership
556 E. locust View Ln.
Meridian, ID 83642
208.631.1521

Applicant/Engineer : SH69 Holdings, LLC
David Gronbeck
1400 E, Kokanee LN.
Kuna, ID 83634
208.3861.6664
gronbeck@kggdev.com



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A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations are designated as public hearings, with the Planning and Zoning Commission as the 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	October 16, 2019 (2 people attended)
ii.	Agency Comment Request	April 10, 2020
iii.	400' Property Owners Notice	October 23, 2020
iv.	Kuna Melba Newspaper	October 14, 2020
v.	Site Posted	October 20, 2020

B. Applicant's Request:

SH69 Holdings, LLC requests approval to annex approximately (approx) 40.82 acres (ac) into Kuna City limits in order to develop the same lands utilizing two separate zones; the R-20, High Density Residential (HDR) & C-2 (Area

Commercial) zones. The R-20 HDR is proposed to be approx 13.22 ac in size, and the C-2 (Commercial) is proposed to be approx 27.45 ac. The applicant will propose multi-family housing units within the R-20 zone in the future, and Commercial uses will be proposed within the C-2 zone, in the future. The site is located at the hard northwest corner of Meridian and Deer Flat Roads in Kuna, ID 83634, Section 13, Township 2 North, Range 1 West; (APN: S1313449900).

C. Site History:

Currently the parcel is zoned Rural Urban Transition (RUT) within unincorporated Ada County. Historically this parcel has served as two residences with the majority of the land used for Agriculture (Ag) purposes.

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 designates the approximately 40.82-ac site for Mixed-Uses.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future pathway/trail through the subject site. Staff recommends the applicant be conditioned to connect to the pathway/trail within Winfield Springs/Sterling Heights to the west on the same side of the Kuna Canal to conform to the Recreation and Pathways Master Plan Map.

3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	C-1	Neighborhood Commercial – Kuna City
East	C-1 RUT	Neighborhood Commercial – Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size:	Current Zone:	APN:
HILL, MARGARET M FAMILY LP	40.82	RUT (Rural Urban Transition)	S1313449902

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire Dist. (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 two residences and a number of outbuildings to be removed at time of development on-site vegetation is consistent with that of Ag. fields. The sites have an estimated average slope of 1% to 1.4%. According to the USDA Soil Survey for Ada County, bedrock depth for the site is estimated to be greater than 60 inches across a majority of the proposed development area, however there are some areas where bedrock depth is between 20" and 40" along the northern boundaries.

7. **Transportation / Connectivity:**

The applicant proposes connections to a number of classified roadways in multiple locations; Deer Flat Rd., Ardell Road and Meridian Road, the Presentation Corridor. Additionally, the project proposes two connections to Winfield Springs Subdivision, the first is with existing E. Imlay St and the second will be to the approved stub street phase 7.

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:
   - Kuna City Engineer ……..Exhibit B-1
   - ACHD …… Exhibit B-2
   - Boise Project Board of Control …… Exhibit B-3
   - Community Planning Association of Southwest Idaho (COMPASS)…….. Exhibit B-4
   - Kuna Rural Fire District …… Exhibit B-5

E. Staff Analysis:

On September 26, 2019 Planning and Zoning staff held a pre-application meeting with the applicant, Public Works, the Parks Department, the Kuna School District, Kuna Rural Fire District and Kuna Police Department to discuss the project. The applicant held a neighborhood meeting with neighboring land owners within 400 ft of the proposed project area on October 16, 2019 where two persons attended. The meeting minutes as well as mailed materials have been included as an exhibit within this application.

The applicant is proposing to annex the approximately 40.82-ac into Kuna City Limits. As the parcel touches Kuna City Limits on the west, and south sides of the site; with the land owner consenting to the annexation, the land is eligible for a category "A" annexation. In accordance with the Mixed-Uses shown on the FLUM, the applicant proposes to incorporate a mixture of Multi-family housing and Commercial uses within the project area. The applicant proposes to zone approx. 13.22 acres of the development to R-20 HDR. The remaining development area, approx. 27.45 ac is proposed to be zoned C-2 (Area Commercial).

This request is limited to the annexation of the land into Kuna City Limits, and assigning a zone to the property upon annexation. The applicant intends to follow Kuna City Code (KCC) and is requesting the R-20 zone to place a multi-family project onsite. If approved by Council, the R-20 zone will only require a Design Review application for the buildings, parking, landscaping and street lights for a Multi-family (MF) project within the HDR. If the applicant intends to subdivide the land for each of the Multi-Family units, then the applicant will be required to submit a preliminary plat for approval by Council. Based on future Commercial uses, the applicant may need to apply for additional approvals which may include Special Use Permits and will require Design Review for all Commercial uses. The applicant will also be required to submit a preliminary plat in order to subdivide for Commercial uses which will be subject to Councils approval. Applicant is hereby notified that KCC 5-17 requires developments provide a certain percentage of useable open space for the residents along with a certain number of parking stalls, based entirely on the number of dwelling units. A dwelling unit is defined in KCC.

Staff notes the City Engineer states in his memo that Danskin Lift Station is nearing capacity, and staff recommends that the applicant be conditioned to/shall work with the City Engineer to ensure proper capacity. In between the Commission meeting and this Council meeting and in response to discussions with the City attorney and Public works director, staff recommends the Council add two new conditions to the Conditions of Approval listed as No's 18 and 19.

New Proposed 18 - Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Ten Mile Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

New Proposed 19 - In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

With this proposed project, the applicant is proposing five (5) connections to classified roads. Two points on Ardell Road, an east-west major collector; one access on Deer Flat Road an east-west minor arterial; and three

connections to Meridian Road a principal arterial also known as Kuna's Entry Corridor, and it is within the Overlay District. Additionally, the project proposes two connections to Winfield Springs Subdivision (See above for locations). The applicant is proposing two full ingress/egress *and* a Right-in/Right-out along their one-half mile of frontage. Staff notes that with future development the applicant shall be required to install sidewalks street lights, roadway-improvements and other items in accordance with KCC 5-17-13 and 6-4-2.

Kuna's Comprehensive Plan (Comp Plan) encourages a variety of all commercial types, housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan that address the above listed items are included below in Section 'H' of this staff report. Staff has reviewed the proposed annexation request and finds the annexation and zoning requests are in compliance with KCC Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; the Kuna Comprehensive Plan and FLUM. The applicant shall be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends that if the Council approves Case No. 19-08-AN (Annexation), the applicant shall be subject to the conditions of approval listed in section 'K' of this report, as well as any additional conditions requested by the Planning and Zoning Commission.

F. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Comprehensive Plan.
3. Kuna Future Land Use Map
4. Idaho Code, Title 67, Chapter 65- Local Land Use Planning Act.

G. Proposed Findings of Fact & Conclusions of Law

Based upon the record contained in Case No. 19-08-AN, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends ***approval/conditional approval/denial*** *of* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 19-08-AN, a request from SH69 Holdings, LLC to annex approximately 40.82 acres into Kuna City Limits with R-20 HDR zoning district.

If the Planning and Zoning Commission 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. *The Kuna Council approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

   Comment: *The Kuna Council held a public hearing on the subject applications on Wed. November 4, 2020, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case No. 19-08-AN, 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 objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

3. *Based on the evidence contained in Case No. 19-08-AN, 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, as well as the installation of pathways*

and open space. The proposed zoning districts are R-20 (High Density Residential) and C-2 (Area Commercial). The Comp Plan Map designates the property as Mixed-Uses.

4. *The Council has the authority* to **approve / conditionally approve / deny** *Case No. 19-08-AN.*

   ***Comment:** On November 4, 2020, the Kuna Council **may/may not** vote to **approve/conditional approve/deny** Case No's 19-08-AN.*

5. 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:** The applicant held a neighborhood meeting on October 16, 2019 and two residents attended. Neighborhood Notices were mailed out to residents within 400-FT of the proposed project site on October 23, 2020 and a legal notice was published in the Kuna Melba Newspaper on October 14, 2020. The applicant posted sign a on the property on October 20, 2020.*

H. Proposed Comprehensive Plan Analysis:

Kuna Planning and Zoning Commission 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 1: Kuna will be economically diverse and vibrant.

Goal 1 A: Ensure Land use in Kuna will support Economic Development.
1 B: Support development of a skilled, talented and trained workforce.
1 C: Attract and encourage new and existing businesses.
1 D: Address and plan for economic expansion of the City and region.

Objectives:

1.A.2. Create commercial nodes and corridors that support development of economic opportunities that do not compete with downtown revitalization efforts.

Policies:

1A.2.d: Designate a sufficient quantity of land on the Future Land Use Map for commercial use.

Plan Implementation: (Pg. 18)

2. Develop true mixed-use areas and new commercial areas and employment centers.

Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.A: Maintain and expand an interconnected greenbelt, pathways and trail system.
  - Objective 2.A.2: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.
    - Policy 2.A.2.d: Work with private developers and landowners to direct expansion of the trails and pathways system throughout Kuna, including:
      - Ensure appropriate polices and ordinances are in place to incentivize and require construction of new pathways and trails infrastructure as development and redevelopment occurs.
      - Require all new neighborhood and subdivision developments to incorporate pathway connectivity within the neighborhood and tie into existing or anticipated pathways and trails.
      - Clearly identify locations where trails and pathways infrastructure should be publicly accessible, and who will be responsible to provide regular maintenance for these areas.

- Goal 2.B: Maintain and expand parks and public gathering spaces.
    - Objective 2.B.1 Maintain and expand the parks system
        - Policy 2.B.1.b: Continue to require neighborhood park development through the subdivision development process.

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.
    - Objective 3.D.2: Create strong neighborhoods through preservation, new development, connectivity and programming.
        - Policy 3D.2.d: Work to ensure that all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.
- 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.B: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.
    - Objective 4.B.2: Maintain and expand sidewalks and pedestrian facilities within the community.
        - Policy 4.B.2b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.
        - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
        - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.
- Goal 4.C: Increase pathway, trail and on-street bicycle facilities to create an expanded and connected bicycle network.
    - Objective 4.C.1: Maintain and enhance existing pathways, trails and on-street bicycle facilities.
        - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
        - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
    - Objective 4.C.2: Ensure expansion of pathways, trails and on-street bicycle routes.
        - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.
- 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.

I. 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 Planning and Zoning Commission feels the site ***is/is not*** physically suitable for the proposed development.

   Comment: *The approx 40.82-ac site **does/does not** appear to be suitable for the proposed development.*

3. The annexation a zoning request **is / 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 annexation and zoning request considers the location of the property and adjacent uses. The adjacent uses range from C-1, Medium Density Residential (Kuna City) to Rural Residential (Ada County).*

6. The existing and proposed street and utility services in proximity to the site **are/are not** suitable *or* adequate for a High Density and a commercial development.

   Comment: *Correspondence from ACHD confirms that the streets are suitable and adequate for this project. Applicant shall work with the City Engineer to ensure lift station capacity in the Danskin lift station and shall work with the City Engineer for solutions if needed.*

J. Commission's Recommendation:

19-08-AN (Annexation) During the public hearing, the Kuna Commission hereby recommended *approval* for Case No's 19-08-A, a request for annexation approval by SH69 Holdings, LLC, with the following conditions of approval:

- Applicant shall follow all conditions outlined the staff report.

K. Proposed Order of Decision by Council:

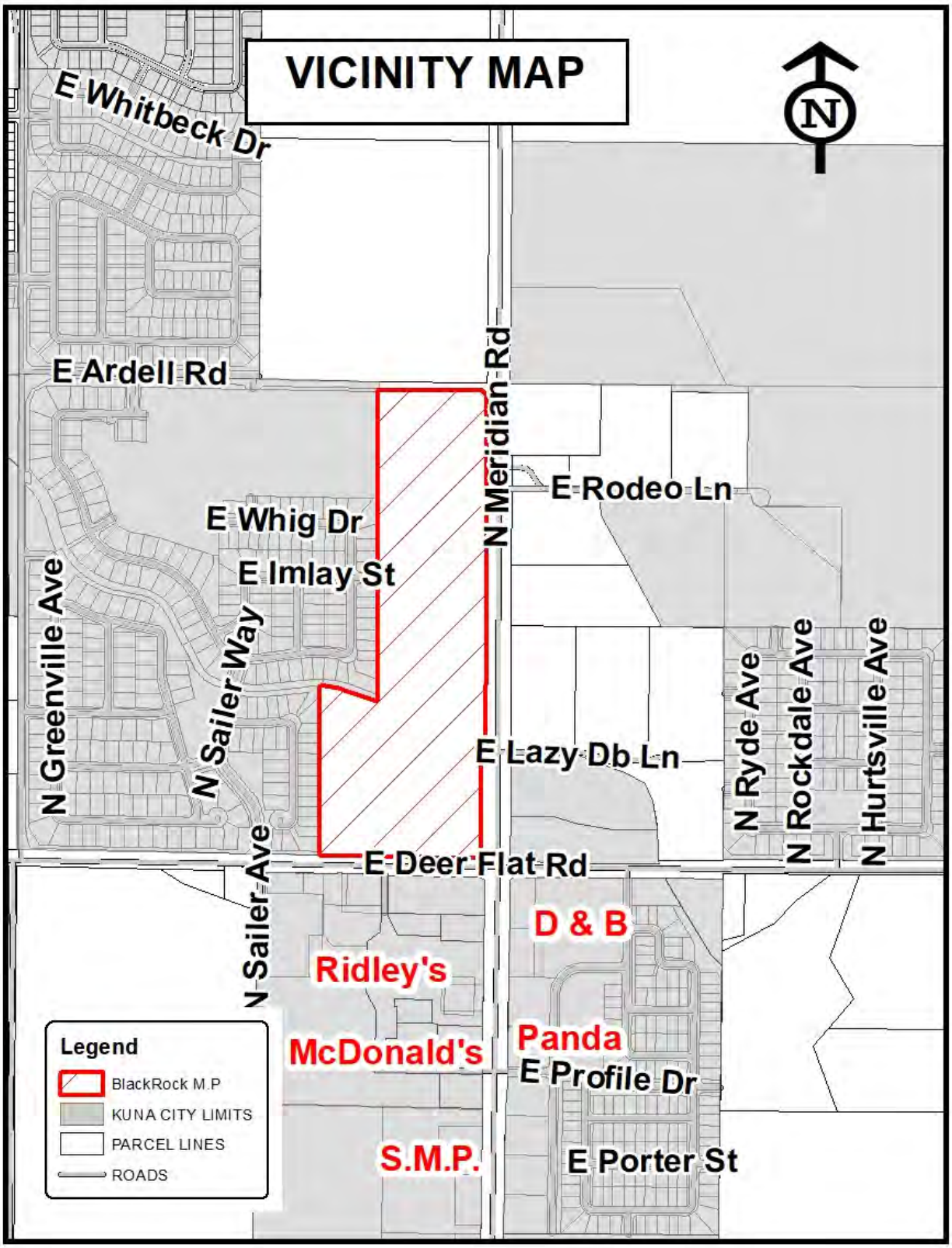
*Note: These motions are for the **approval/conditional approval/denial** of the annexation by the City Council. However, if the Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.*

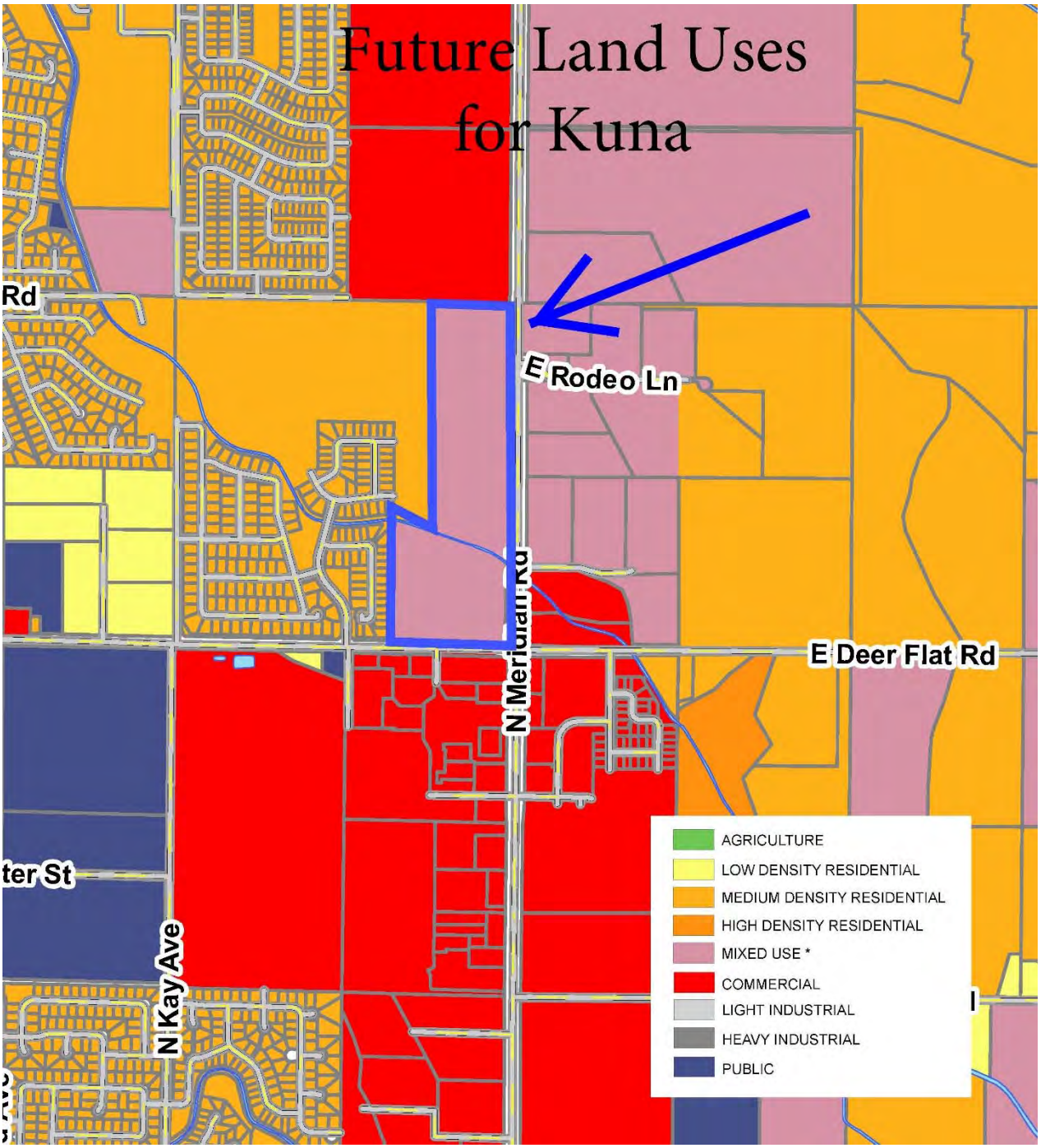
Based on the facts outlined in staff's report and public testimony as presented, the Council of Kuna, Idaho, hereby ***approves/conditionally approves/denies*** Case No*. 19-08-AN (Annexation)*, a request from SH69 Holdings, LLC to annex approximately 40.82 acres into Kuna City Limits with R-20 HDR and C-2 Area Commercial zoning districts subject to the following conditions of approval:

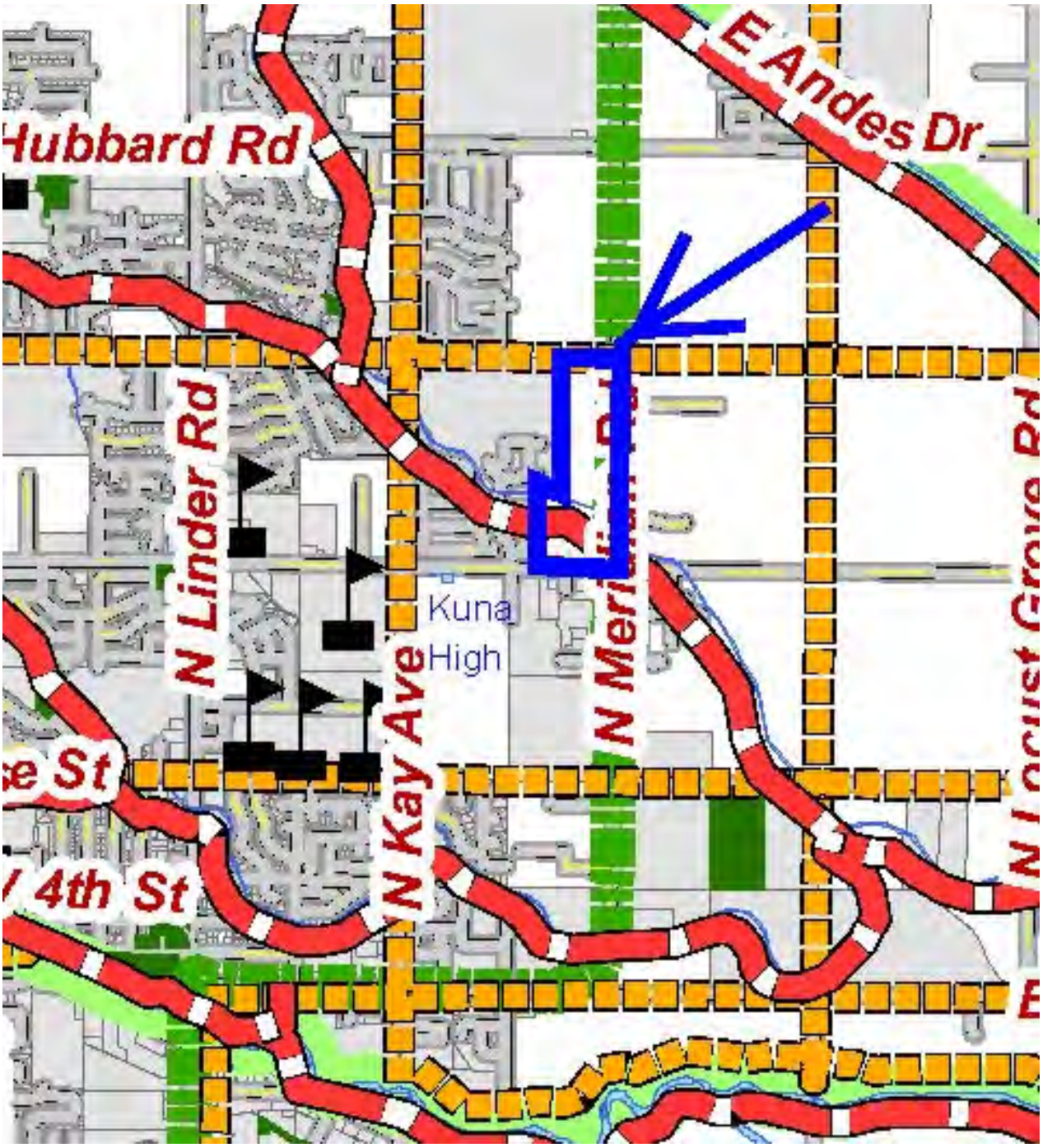
And;

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 connections.
    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).
    g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System (KMIS) of the City.
5. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.
6. Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5, Chapter 17 and Title 6, Chapter 4.
7. Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
9. All required landscaping shall be permanently maintained in healthy growing conditions. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits and is required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
11. All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
12. Applicant shall follow KCC 5-17 and provide the require percentage of useable open space for the residents which is based on the number of dwelling units.
13. Applicant shall follow KCC 5-17 and provide the require number of parking stalls, based on the number of dwelling units.

14. 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.
15. Developer/owner/applicant shall follow staff, City Engineers and other agency requirements as applicable.
16. Developer/owner/applicant shall comply with all local, state and federal laws.
17. *Applicant shall work with the City Engineer to ensure sewer lift station in the Danskin lift station and possibly work with the City Engineer for solutions as needed.*
18. *Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Ten Mile Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.*
19. *In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.*


VICINITY MAP
N
E Whitbeck Dr
E Ardell Rd
N Meridian Rd
E Rodeo Ln
E Whig Dr
E Imlay St
N Greenville Ave
N Sailer Way
E Lazy Db Ln
N Ryde Ave
N Rockdale Ave
N Hurtsville Ave
E Deer Flat Rd
N Sailer Ave
D & B
Ridley's
McDonald's
Panda
E Profile Dr
S.M.P.
E Porter St
Legend
BlackRock M.P
KUNA CITY LIMITS
PARCEL LINES
ROADS


Future Land Uses
for Kuna
Rd
E Rodeo Ln
N Meridian Rd
E Deer Flat Rd
ter St
N Kay Ave
AGRICULTURE
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
MIXED USE *
COMMERCIAL
LIGHT INDUSTRIAL
HEAVY INDUSTRIAL
PUBLIC


Hubbard Rd
E Andes Dr
N Linder Rd
N Kay Ave
Kuna
High
e St
4th St

SH69 HOLDINGS, LLC

Thomas J. Angstman
199 N. Capitol Blvd., Ste. 200
Boise, ID 83702
Phone: 208-384-8588
E-Mail: tj@angstman.com

December 13, 2019

Via Hand-Delivery

Kuna City Council
Kuna City Hall
751 W. 4th Street
Kuna, ID 83634

RE: ANNEXATION APPLICATION
1925 N. Meridian Road, Kuna, ID 83634
NW corner of Deer Flat and SH69 (Meridian Rd.)

Dear City Council Members:

We are pleased to seek the annexation of the NW Corner of Deer Flat and SH69 (Meridian Rd.), north to Ardell. The purpose of the annexation is to allow for a mixed-use project containing both multi-family and commercial properties. Our plan is fully consistent to your recently adopted Comprehensive Plan.

Sincerely yours,

Thomas J. Angstman
Manager

TJA:lc

CityofKuna
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

For Office Use Only	
File Number (s)	19-13-AN
Project name	Black Rock Marketplace Village
Date Received	12-13-19
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Type of Review (check all that apply):

- [x] Annexation
- [ ] Appeal
- [ ] Comprehensive Plan Amendment
- [ ] Design Review
- [x] 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

Contact/Applicant Information

Owners of Record: Margaret M. Hill Family Limited Partnership	Phone Number: 208-631-1521 (Gus)
Address: 1556 E. Locust View Ln.	E-Mail:
City, State, Zip: Meridian, ID 83642	Fax #:
Applicant (Developer): SH69 Holdings, LLC	Phone Number: 208-861-6664
Address: 1400 E. Kokanee Ln., Attn: David Gronbeck	E-Mail: gronbeck@kggdev.com
City, State, Zip: Kuna, ID 83634	Fax #:
Engineer/Representative: Thomas J. Angstman	Phone Number: 208-384-8588
Address: 199 N. Capitol Blvd., Ste. 200	E-Mail: tj@angstman.com
City, State, Zip: Boise, ID 83702	Fax #: 208-629-2157

Business card included for the Developer's assistant, Lisa Caudill, who can also assist as needed.

Subject Property Information

Site Address: 1925 N. Meridian Road, Kuna, ID 83634

Site Location (Cross Streets): NW corner of Deer Flat and SH69 (Meridian Road)

Parcel Number (s): S1313449900

Section, Township, Range: Quarter: SE, Section: 13, Township: 2, Range: 1

Property size : 41.66 acres

Current land use: Agricultural — Proposed land use: Mixed Use

Current zoning district: RUT — Proposed zoning district: R20/C-2

Project Description

Project / subdivision name: BlackRock Marketplace/Village

General description of proposed project / request: Annexation with mixed-use property uses as designated in the Comprehensive Plan adopted this summer by the City of Kuna.

Type of use proposed (check all that apply):

- [X] Residential
- [X] Commercial
- [ ] Office
- [ ] Industrial
- [ ] Other

Amenities provided with this development (if applicable): To be determined.

Residential Project Summary (if applicable)

Are there existing buildings? [X] Yes [ ] No

Please describe the existing buildings: Two residences and outbuildings to be demolished.

Any existing buildings to remain? [ ] Yes [X] No

Number of residential units: 267 Number of building lots: To be determined.

Number of common and/or other lots: To be determined.

Type of dwellings proposed:

- [ ] Single-Family
- [ ] Townhouses
- [ ] Duplexes
- [X] Multi-Family
- [ ] Other

Minimum Square footage of structure (s): To be determined.

Gross density (DU/acre-total property): To be determined. Net density (DU/acre-excluding roads): To be determined

Percentage of open space provided: To be determined. Acreage of open space: To be determined.

Type of open space provided (i.e. landscaping, public, common, etc.): To be determined.

Non-Residential Project Summary (if applicable)

Number of building lots: Not subdivided at this time. Other lots: Not subdivided at this time.

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: *

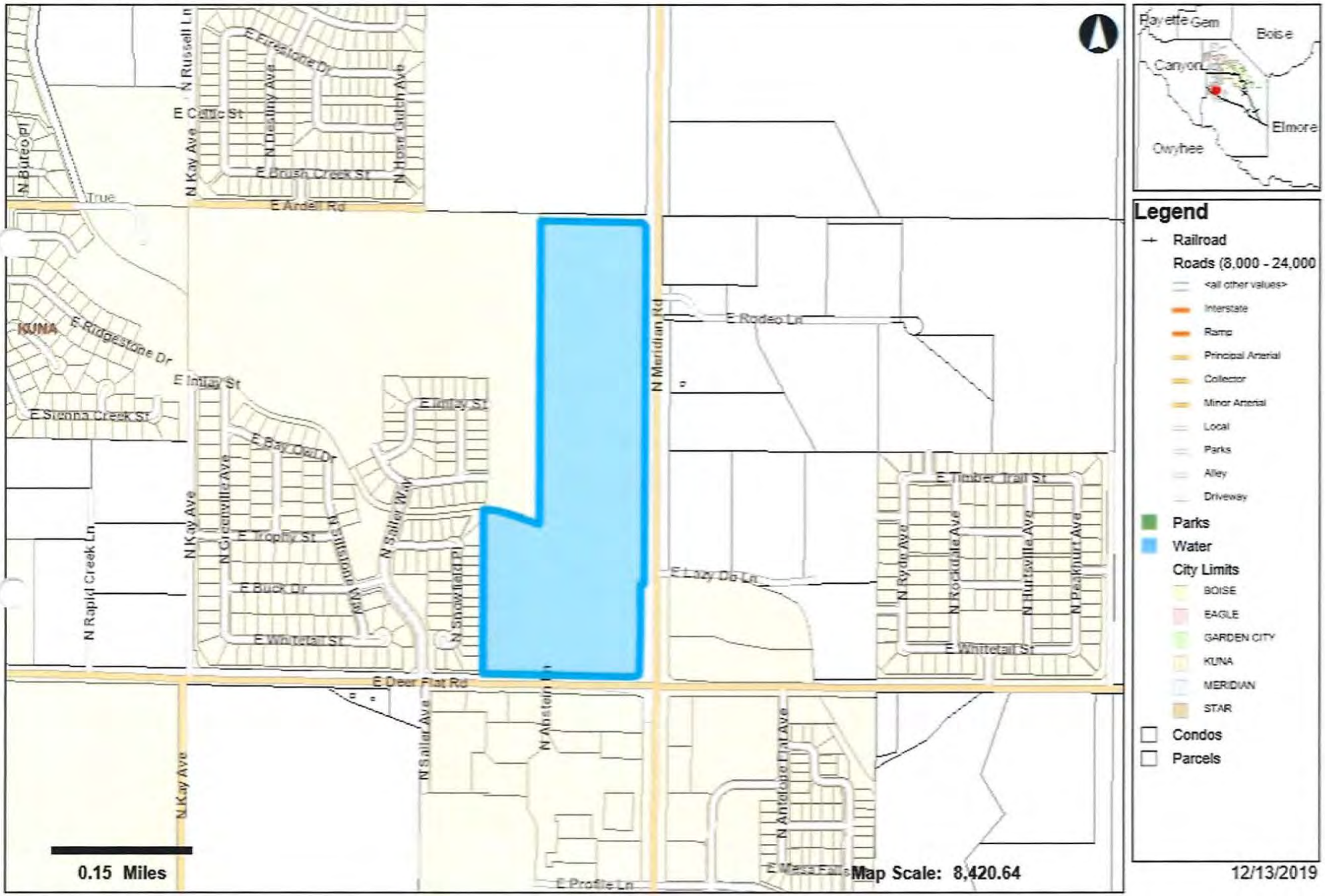
Proposed Lighting: Dark Sky

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.):
Low water consumption xeriscaping in keeping with the "BlackRock" concept.

*** As per Ordinances in effect at the time of submission of the Application.**

Applicant's Signature: Date: 12-13-19

Vicinity Map



Original Legal Desc. For the R-20

DESCRIPTION FOR
APARTMENT PARCEL
KUNA MARKET PLACE

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the SE corner of said Section 13 from which the S 1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 48.01 feet to a point on the North right-of-way line of E. Deer Flat Road;

thence continuing North 00°11'35" East, 925.33 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 2 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 174.05 feet;

thence leaving said centerline North 00°11'35" East, 398.47 feet;

thence South 89°28'42" East, 58.00 feet to the **REAL POINT OF BEGINNING;**

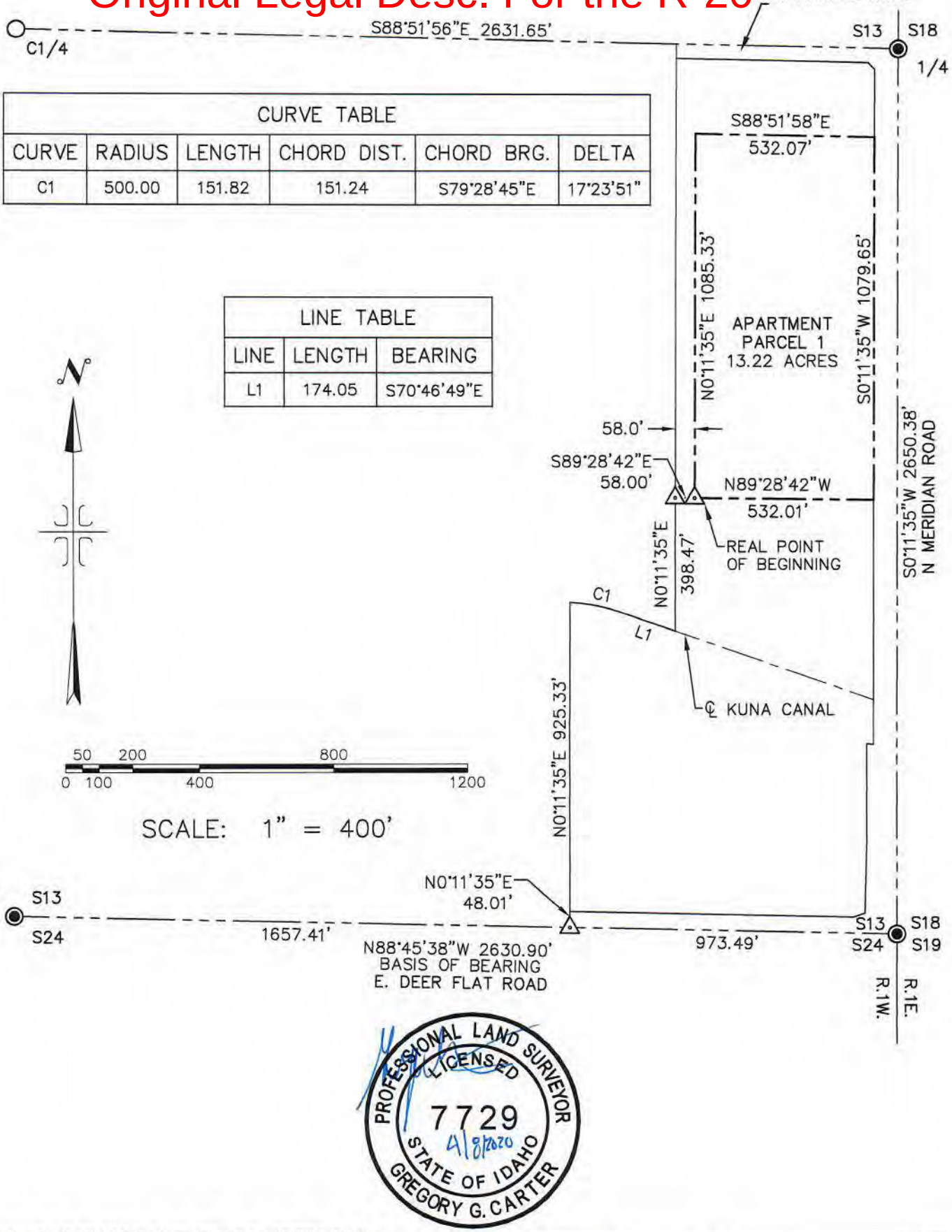
thence North 00°11'35" East, 1085.33 feet;

thence South 88°51'58" East, 532.07 feet to a point on the East right-of-way line of N. Meridian Road (SH 69);

thence along said East right-of-way line South 00°11'35" West, 1079.65 feet;

thence North 89°28'42" West, 532.01 feet to the **REAL POINT OF BEGINNING**. Containing 13.22 acres, more or less.

Original Legal Desc. For the R-20



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	500.00	151.82	151.24	S79°28'45"E	17°23'51"

LINE TABLE		
LINE	LENGTH	BEARING
L1	174.05	S70°46'49"E

PROFESSIONAL LAND SURVEYOR LICENSED 7729 STATE OF IDAHO GREGORY G. CARTER 4/8/2020

P:\Kuna Marketplace Topo 18-129\dwg\Apartment parcel desc exhibit.dwg 4/7/2020 2:49:26 PM

IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
APARTMENT PARCEL
KUNA MARKET PLACE

LOCATED IN THE E 1/2 OF THE SE 1/4 OF SECTION 13
T.2N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 18-129
SHEET NO. 1
DWG. DATE 4/7/2020

Original Legal Desc. For the C-2

DESCRIPTION FOR
COMMERCIAL PARCEL
KUNA MARKET PLACE

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the SE corner of said Section 13 from which the S 1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 48.01 feet to a point on the North right-of-way line of E. Deer Flat Road, said point also being the **REAL POINT OF BEGINNING;**

thence continuing North 00°11'35" East, 925.33 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 2 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 523.12 feet;

thence leaving said centerline North 00°11'35" East, 1,818.83 feet to a point on the South right-of-way line of E. Ardell Road;

thence along said South right-of-way line the following 2 courses and distances:

thence South 88°51'58" East, 240.02 feet;

thence South 44°20'11" East, 28.54 feet to a point on the easterly right-of-way line of N. Meridian Road (SH 69);

thence along the easterly right-of-way line of N. Meridian Road (SH 69) the following 5 courses and distances:

thence South 00°11'35" West, 2,015.95 feet;

thence North 89°48'25" West, 20.00 feet;

thence South 00°11'35" West, 290.00 feet;

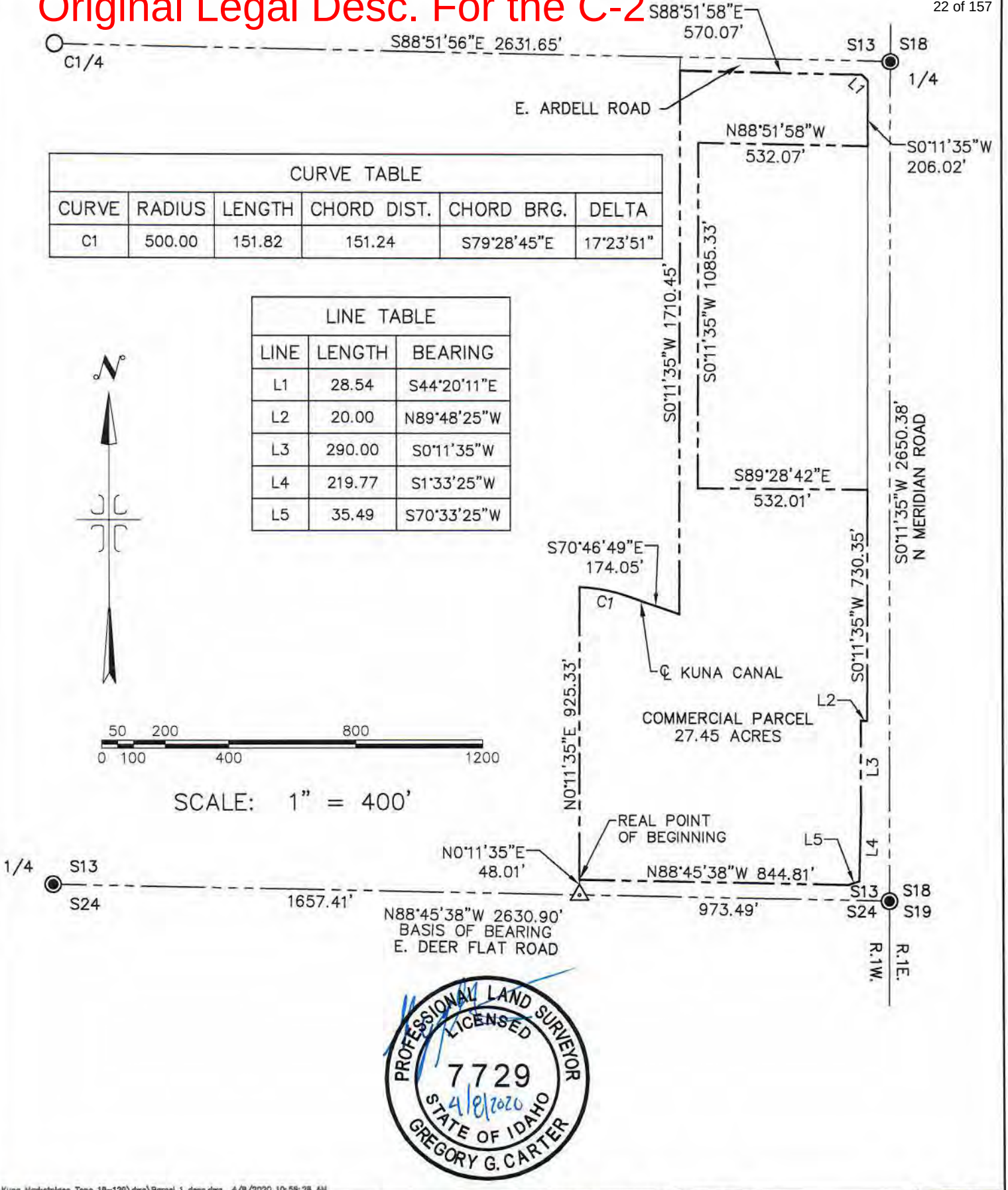
thence South 01°33'25" West, 219.84 feet;

Original Legal Desc. For the C-2

thence South 70°33'25" West, 35.49 feet to a point on the North right-of-way line of E. Deer Flat Road;

thence along said North right-of-way line North 88°45'38" West, 844.81 feet to the **REAL POINT OF BEGINNING**. Containing 27.45 acres, more or less.

Original Legal Desc. For the C-2



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	500.00	151.82	151.24	S79°28'45"E	17°23'51"

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.54	S44°20'11"E
L2	20.00	N89°48'25"W
L3	290.00	S0°11'35"W
L4	219.77	S1°33'25"W
L5	35.49	S70°33'25"W

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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
COMMERCIAL PARCEL
KUNA MARKET PLACE

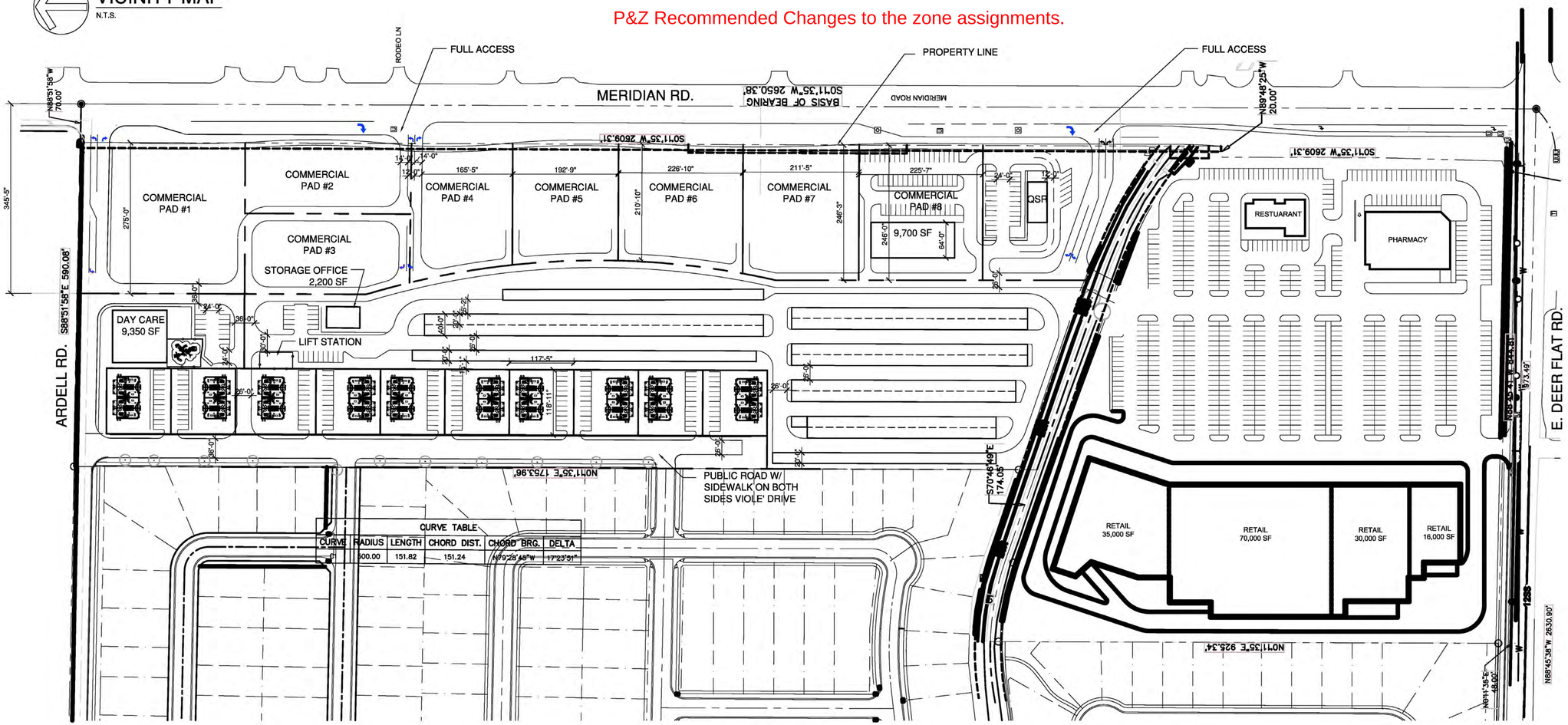
LOCATED IN THE E 1/2 OF THE SE 1/4 OF SECTION 13
T.2N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 18-129
SHEET NO. 1
DWG. DATE 4/8/2020

P&Z Recommended Changes to the zone assignments.

VICINITY MAP
N.T.S.

P&Z Recommended Changes to the zone assignments.



SITE PLAN
SCALE: 1" = 100'-0"

P&Z Recommended Changes to the zone assignments.

REVISIONS

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DRAWN BY: AW
PROJECT #: ECP20-4

DG GROUP ARCHITECTURE

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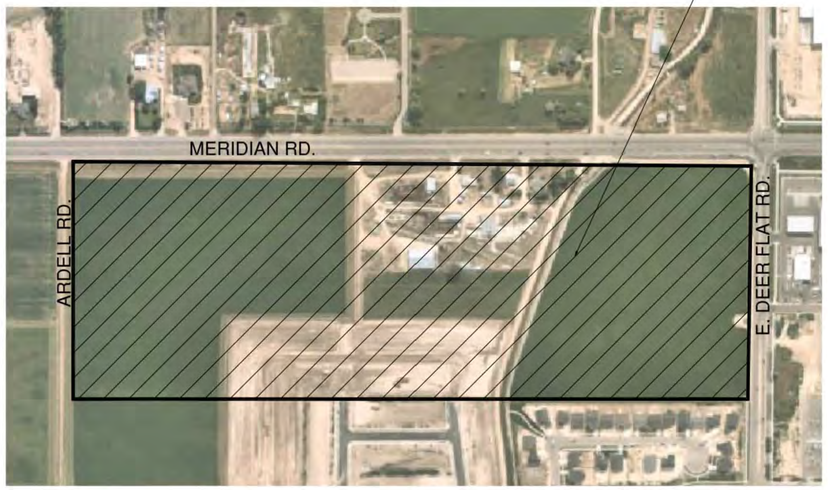
DG GROUP ARCHITECTURE PLLC
430 E. STATE STREET, SUITE 100
EAGLE, IDAHO 83616
(208) 908-4871
(208) 392-1269 FAX
ALASKA - ARIZONA - CALIFORNIA - COLORADO - HAWAII - IDAHO - LOUISIANA - MONTANA - NEVADA - NEW MEXICO - NORTH DAKOTA - OREGON - SOUTH DAKOTA - U.S.V.I. - UTAH - WASHINGTON - WYOMING

PROJECT
BLACKROCK MARKETPLACE & VILLAGE
MERIDIAN RD. & ARDELL RD.
KUNA, ID

A1.2

ENTITLEMENT APPLICATION



P&Z Recommended Changes to the zone assignments.

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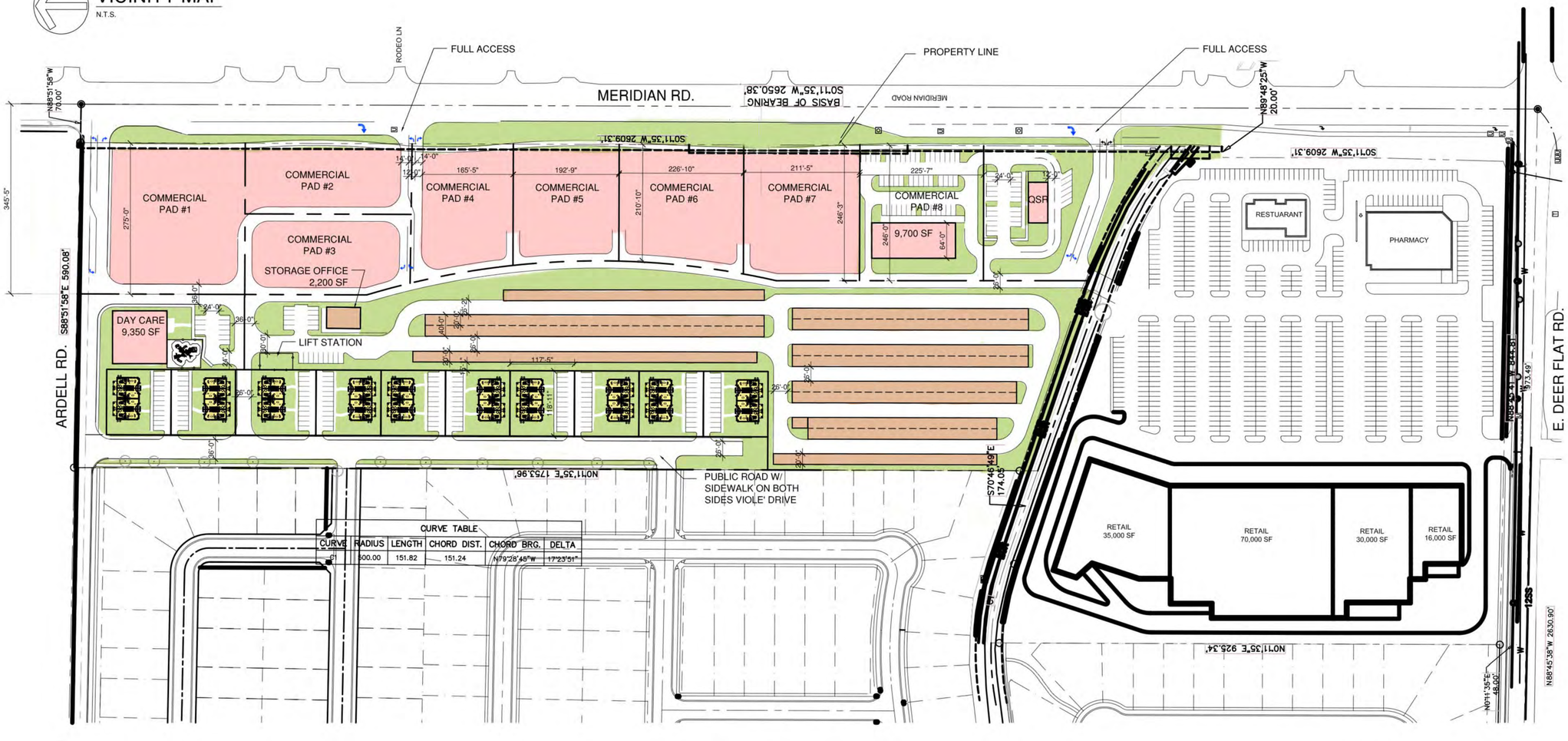
VICINITY MAP
N.T.S.



SITE PLAN
SCALE: 1" = 100'-0"

P&Z Recommended Changes to the zone assignments.

REVISIONS

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PROJECT
BLACKROCK MARKETPLACE & VILLAGE
KUNA, ID
MERIDIAN RD. & ARDELL RD.

A1.2

ENTITLEMENT APPLICATION

P&Z Recommended Changes to the R-20

DESCRIPTION FOR
R-20 ZONE
BLACKROCK MARKET PLACE

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the SE corner of said Section 13 from which the S 1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 48.01 feet to a point on the North right-of-way line of E. Deer Flat Road;

thence continuing North 00°11'35" East, 925.33 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 2 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 174.05 feet;

thence leaving said centerline North 00°11'35" East, 491.70 feet to the **REAL POINT OF BEGINNING;**

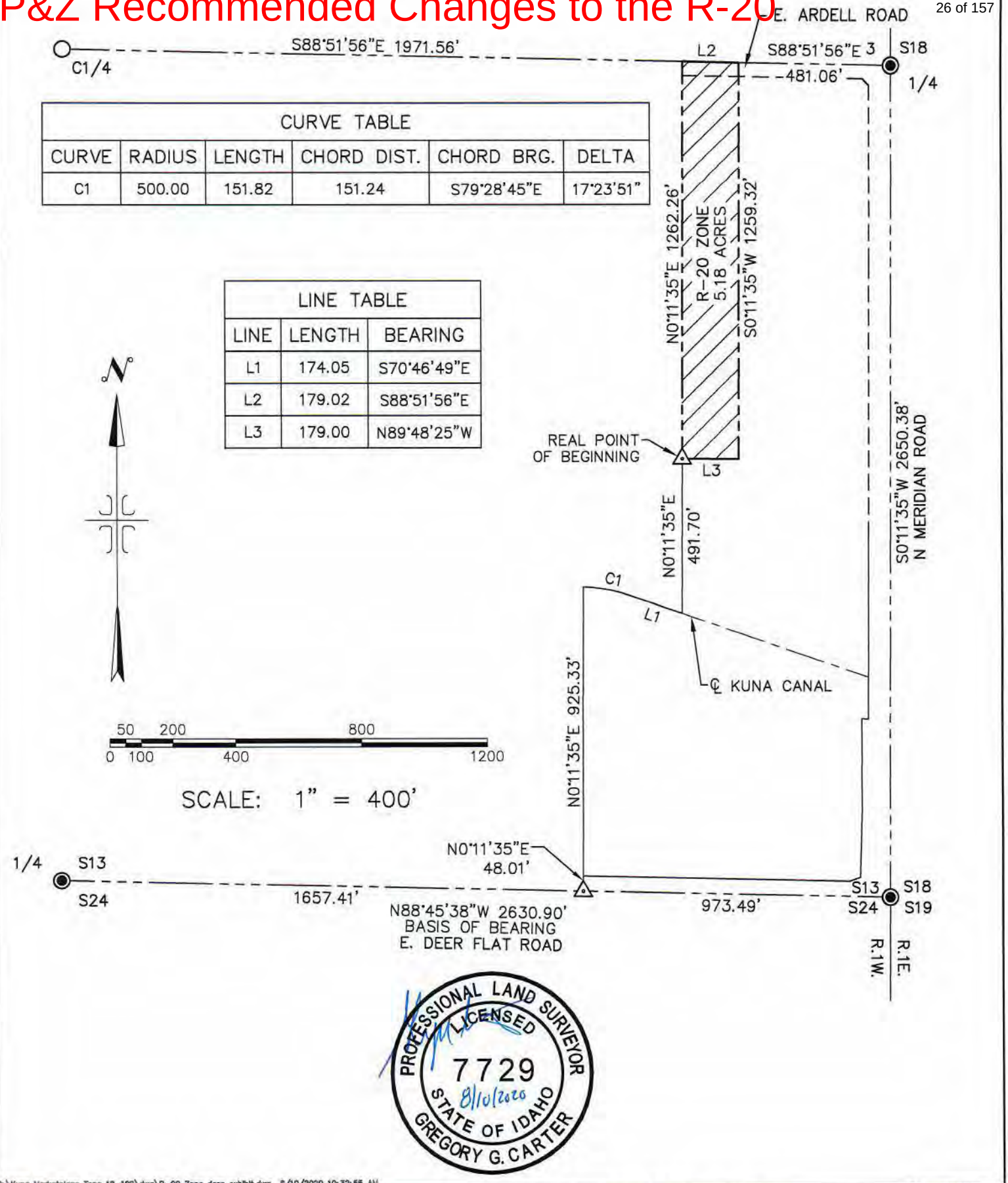
thence continuing North 00°11'35" East, 1262.26 feet to a point on the East-West centerline of said Section 13;

thence along said East-West centerline South 88°51'56" East, 179.02 feet;

thence leaving said East-West centerline South 00°11'35" West, 1259.32 feet;

thence North 89°48'25" West, 179.00 feet to the **REAL POINT OF BEGINNING**. Containing 5.18 acres, more or less.

P&Z Recommended Changes to the R-20



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	500.00	151.82	151.24	S79°28'45"E	17°23'51"

LINE TABLE		
LINE	LENGTH	BEARING
L1	174.05	S70°46'49"E
L2	179.02	S88°51'56"E
L3	179.00	N89°48'25"W

PROFESSIONAL LAND SURVEYOR LICENSED 7729 STATE OF IDAHO GREGORY G. CARTER 8/10/2020

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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
R-20 ZONE
BLACKROCK MARKET PLACE
LOCATED IN THE E 1/2 OF THE SE 1/4 OF SECTION 13
T.2N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 18-129
SHEET NO. 1
DWG. DATE 8/10/2020

P&Z Recommended Changes to the C-2

DESCRIPTION FOR
C-2 ZONE
BLACKROCK MARKET PLACE

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at the SE corner of said Section 13 from which the S1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 973.34 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 2 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 174.05 feet;

thence leaving said centerline North 00°11'35" East, 491.70 feet;

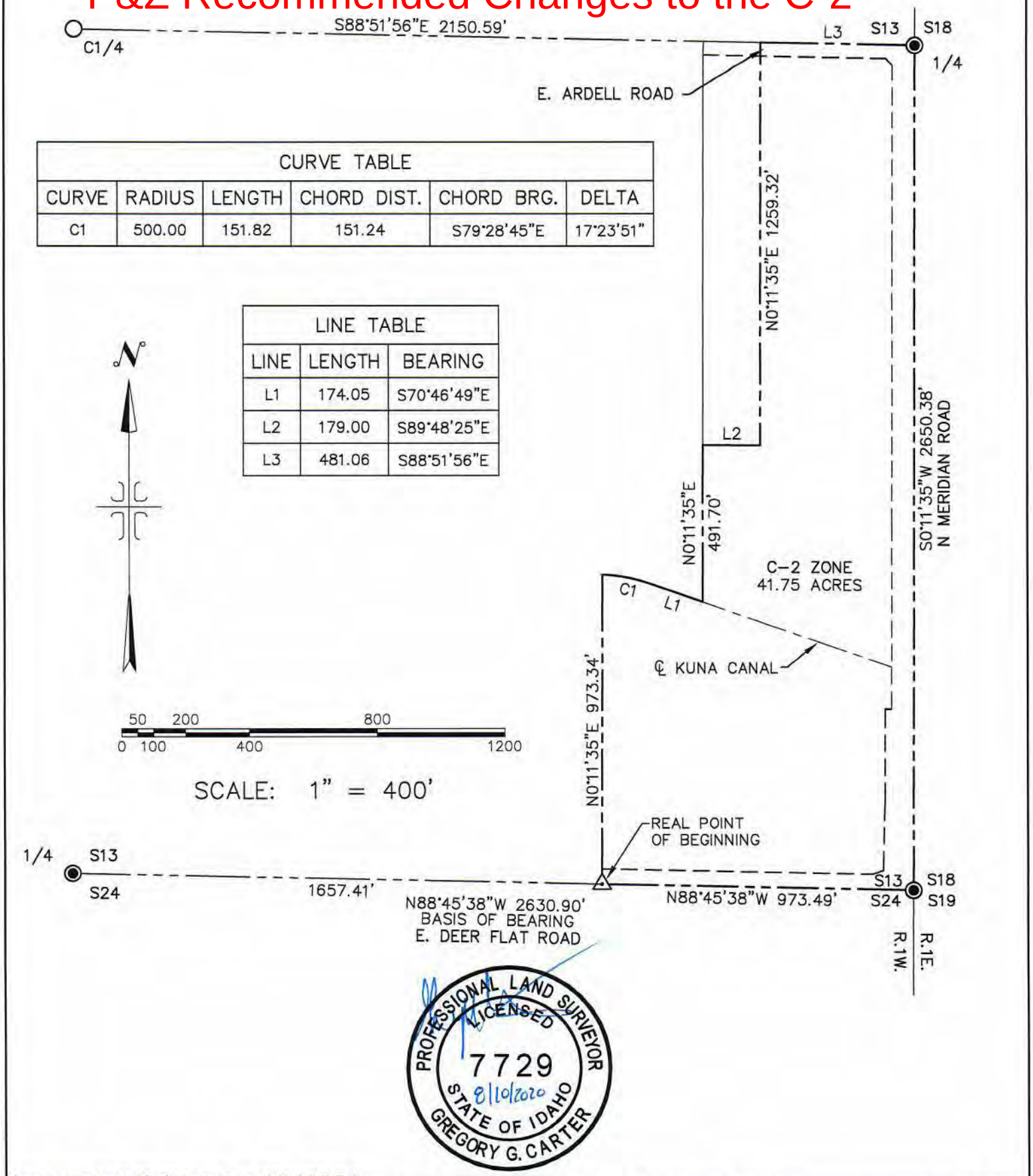
thence South 89°48'25" East, 179.00 feet;

thence North 00°11'35" East, 1259.32 feet to a point on the East-West centerline of said Section 13;

thence along said East-West centerline South 88°51'56" East, 481.06 feet to the E1/4 corner of said Section 13

thence along the East boundary line of said Section 13 South 00°11'35" West, 2650.38 feet to the **REAL POINT OF BEGINNING**. Containing 41.75 acres, more or less.

P&Z Recommended Changes to the C-2



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD DIST.	CHORD BRG.	DELTA
C1	500.00	151.82	151.24	S79°28'45"E	17°23'51"

LINE TABLE		
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L3	481.06	S88°51'56"E

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IDAHO SURVEY GROUP, LLC
9955 W. EMERALD ST.
BOISE, IDAHO 83704
(208) 846-8570

EXHIBIT DRAWING FOR
C-2 ZONE
BLACKROCK MARKET PLACE
LOCATED IN THE E 1/2 OF THE SE 1/4 OF SECTION 13
T.2N., R.1W., B.M., ADA COUNTY, IDAHO

JOB NO. 18-129
SHEET NO. 1
DWG. DATE 8/10/2020

Exhibit B-1

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

Paul A. Stevens, P.E.
Kuna City Engineer

MEMORANDUM

Date: **29 June 2020**

From: **Paul A. Stevens, P.E.**

To: **Wendy Howell, Planning and Zoning Director**

RE: **Black Rock Marketplace 19-13-AN (Annexation)**

The Black Rock Marketplace 19-13-AN dated 10 December 2019 has been reviewed. The application provides a narrative explaining the developers vision for the subdivision, vicinity map, legal description with exhibit, affidavit of legal interest, neighborhood meeting packet, and assorted pictures. These comments apply to the annexation request and proposed zoning as they affect public works infrastructure. Landscaping, population density, parking requirements, emergency access, pedestrian and vehicular traffic in the proposed R 20 & C 20 zone and similar topics are evaluated by the Planning and Zoning Department. Review and evaluation of civil design drawings is accomplished separately, when received.

These comments may be expanded or refined based on future land-use actions. The following comments apply considering current, effective requirements:

1. **General**
   a. The Black Rock Marketplace site is approximately 40.8 acres and is currently zoned RUT (ADA County Zone, Rural Urban Transition).
   b. Rezone requests:
      a. The application cites R-20 and C-2 as the requested zoning.
   c. Equivalent Dwelling Units (EDU) are reckoned at approximately 3.18 people per household. The application shows 267 dwellings. 267*3.18 = a residential population of approximately 849 people. C-2 does not allow residential use however during business hours the population density will be even greater.
   d. The Black Rock Marketplace is in the Danskin sewer basin. The maximum number of sewer connections in this basin was projected at 3.5 EDU per acre. The proposed zoning density of R-20 or 20 dwellings per acre greatly exceeds the projected zoning density.
   e. Sewage produced from this subdivision will be conveyed to the Danskin Lift Station. Commitments to service subdivisions through the Danskin Lift Station presently equal approximately 88% of the rated capacity an additional 267 EDUs + Commercial use push the service ceiling to approximately 95% of the rated capacity. This 95% does not include additional subdivisions requesting service through Danskin Lift Station.
   f. A commensurate impact to traffic volumes and densities will follow.
   g. Access to Black Rock Marketplace is from Meridian Road and Deerflat Road.

h. Through roads are imperative to continued traffic flow in Kuna. It is important for Ardell Road to continue through this subdivision to Meridian Road.
i. Areas for outside activities shall be incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be continued.
j. A plan approval letter will be required if this project affects any local irrigation districts.
k. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
l. State the vertical datum used for elevations on all drawings. Vertical Datum shall be NAVD 88.
m. Local coordinates are expressly not allowed. All coordinate geometry shall be state planes coordinates.
n. Provide engineering certification on all final engineering drawings.

2. Inspection Fees

a. An inspection fee will be levied for City inspection of water, sewer and irrigation facilities constructed in associated with this development. The current inspection fee is $1.00 per lineal foot of pressure irrigation, sewer, and water mainline pipe. Payment is due and payable prior to the City's approval of final construction plans. Site work shall not begin until all fees are paid.
b. The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate record (as-built) drawings to the City. IDAPA 10.01.02 lists the professional engineer's project responsibilities.
c. The developer's engineer and the City's inspector are encouraged to coordinate inspections.

3. Right-of-Way

a. Black Rock Marketplace will impact travel on Meridian Road, Deer Flat Road and Ardell road.
a. All street construction must meet or exceed ACHD and City of Kuna development standards.
b. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
c. Approaches onto classified streets must comply with ACHD and City of Kuna approach policies.
d. Sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.
e. Easements shall be provided for all city mainlines crossing proposed lots, running along the back of lots and sides of lots, that allow the City of Kuna to access and maintain the utilities.
f. All mainlines owned by the development shall be placed in easements large enough to allow maintenance and repairs.

4. Sanitary Sewer & Potable Water

a. This application shall conform to the sewer and water master plans as applicable.
b. "To and through" master plan sewer & water mainlines are required for Black Rock Marketplace.
c. The applicant's property is not connected to City services and is subject to connection fees for the ultimate connected sewer load as provided in the City's Standard Tables.
    a. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs.
    b. City Code (6-4-2X) requires connection to City water services.
d. All sewer & water infrastructure improvements must meet or exceed City of Kuna requirements.
e. Sewer flows from this development are expected to meet or exceed the capacity of the receiving sewer lift station (Danskin Lift Station). It is expected that the development shall provide the additional lift station capacity and infrastructure/force main capacity needed to serve the property.

f. Sewer and water flow models will be required to verify adequate water supply, fire suppression and sewage removal.
g. Sewer and water connection fees apply to each lot containing a home or other facility.
h. Decommission existing sewage treatment facilities (septic tank and drain field) as needed in accordance with Idaho Department of Environmental Quality requirements. Provide decommissioning documentation to the City of Kuna.
i. Decommission wells as needed, in accordance with Idaho Department of Water Resources (IDWR) requirements. Provide decommissioning documentation to the City of Kuna.

5. Pressurized Irrigation

a. This application shall conform to the Pressurized Irrigation Master Plan.
b. The applicant's property is not connected to the City's pressurized irrigation system. The subdivision must connect to the Pressurized Irrigation system.
    a. Relying on drinking water for irrigation purposes conflicts with City Code (6-4-2).
c. "To and through" extension of pressurized irrigation applies to Black Rock Marketplace.
d. All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
e. Irrigation of Black Rock Marketplace shall be an extension of the City of Kuna pressurized irrigation system.
f. Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
g. Pressurized irrigation flow model will be required to verify adequate pressurized irrigation supply.

6. Grading and Storm Drainage

a. 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.
b. 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.
c. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
d. Provide a storm water disposal & treatment plan which accounts for increased storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.
e. Runoff from public right-of-way is regulated by ACHD. On site storm water retention (if any) shall be reviewed by the City Engineer in conjunction with the Civil Engineering construction improvements 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 legal description and representative figure of Black Rock Marketplace with the application.

Development Services Department

Project/File: **Blackrock Market Annexation/ KUNA20-0005/ 19-13-AN**
This is an annexation and rezone application to annex 40.8 acres into Kuna City limits with R-20 and C-2 zoning.

Lead Agency: City of Kuna

Site address: 1925 N. Meridian Road

Staff Approval: May 1, 2020

Applicant: David Gronbeck
1400 E. Kokanee Lane
Kuna, ID 83634

Representative: Thomas J. Angstman
199 N. Capitol Blvd. Suite 200
Boise, ID 83702

Staff Contact: Paige Bankhead, E.I.
Phone: 387-6293
E-mail: pbankhead@achdidaho.org

Vicinity Map

A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation and rezone application to annex 40.8 acres into Kuna city limits with R-20 and C-2 zoning.

   The City of Kuna's Comprehensive Plan designates this area as mixed use.

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

Direction	Land Use	Zoning
North	Rural Urban Transition (Ada County)	RUT
South	Neighborhood Business District	C-1
East	Rural Urban Transition (Ada County)/Neighborhood Business District	C-1
West	Medium Density Residential	R-6

3. **Site History:** ACHD has not previously reviewed this site for a development application.
4. **Transit:** Transit services are not available to serve this site.
5. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- Winfield Springs Subdivision, 348 single family lots and 35 common lots on 111.2 acres directly west of the site and is in various stages of development. Approved by ACHD on April 5, 2017.

6. **New Center Lane Miles:** The proposed development includes 0.0 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):**
   - Deer Flat Road is listed in the CIP to be widened to 5-lanes from Linder Road to SH-69/Meridian Road between 2026 and 2030.
   - The intersection of Deer Flat Road and SH-69/Meridian Road is listed in the CIP to be widened to 5-lanes on the north leg, 5-lanes on the south, 6-lanes east, and 6-lanes on the west leg, and signalized between 2031 and 2035.
   - The intersection of Deer Flat Road and Linder Road is listed scheduled in the IFYWP to be widened to 5-lanes on the north leg, 4-lanes on the south leg, 5-lanes on the east leg and 5-lanes on the west leg, and signalized in 2020.

B. Traffic Findings for Consideration

1. **Trip Generation**: The following table includes trip generation rates for anticipated land uses, based on the Institute of Transportation Engineers Trip Generation Manual, 10th edition.

Land Use	Unit of Measurement	Average Daily Trips	PM Peak Hour Trip Generation
Multifamily Housing (1-2 stories)	Per Dwelling Unit	7.32	0.56
General Office	Per 1,000 square feet	9.74	1.15
Shopping Center	Per 1,000 square feet	37.75	3.81
High-Turnover (Sit-Down) Restaurant	Per 1,000 Square feet	112.18	9.77
Fast Casual Restaurant	Per 1,000 square feet	315.17	14.13
Daycare	Per 1,000 square feet	47.62	11.12

2. **Traffic Impact Study**

Policy:

District policy 7106.1 Traffic Impact Studies (TIS): Traffic Impact Studies are intended to determine the need for any improvements to the adjacent and nearby transportation system in order to maintain a satisfactory level of service, and acceptable level of safety and the appropriate access provisions for a proposed development. *ITE, Transportation Impact Analyses for Site Development.*

Traffic Impact Studies are generally required when:

- A proposed development or redevelopment of a site will generate 100 or more new peak hour trips; OR
- The added volume is equal to 1,000 vehicles per day; OR
- As required in Table 1 below. (The values in Table 1 are a general guide to determine if a TIS will be required.)

Table 1: Approximate TIS Trigger Values

Land Use Type	Land Use Code	Trigger Value
Residential	210, 220, 221, 270	100 Dwelling Units
Retail	815, 820, 850	35,000 square feet
Office	710, 750, 770	50,000 square feet
Industrial	110, 130, 140, 150	70,000 square feet
Lodging	310, 312, 320	100 rooms
School (K-12)		All

District policy 7106.1.1 Initial Meeting: It is recommended that the applicant of a proposed development that may require a TIS, review the project with District staff before submitting the development application to the lead land use agency. The initial meeting may need to include staff from the lead land use agency, COMPASS, and the Idaho Transportation Department, (if ITD roadways will be impacted), and other agencies as appropriate. The District will review the requirements for the TIS with the applicant and set the general parameters for the study. It is recommended that the applicant submit the TIS directly to the District prior to the submittal of a development application to the lead land use agency (Submitting the TIS before the development application will allow time for the TIS review which will help to expedite approval of the development.) If the assumptions in the TIS do not match the development application, the TIS may need to be revised. It will be determined at the Initial Meeting which agencies and/or parties shall continue to be involved in the review of the TIS.

Staff Comments: The site is designated as mixed use and the applicant has proposed commercial and multi-family uses that would trigger the requirement for a Traffic Impact Study per District policy. Consistent with District policy for Traffic Impact Studies, the applicant should schedule an initial meeting with ACHD to discuss the scope of the Traffic Impact Study and submit a TIS for staff review.

3. 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
***SH-69	2,550-feet	Principal Arterial	1,142	N/A
Deer Flat Road	880-feet	Minor Arterial	673	Better than "D"

* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).

** ACHD does not set level of service thresholds for State Highways.

4. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for SH-69 south of Hubbard Road was 20,758 on 10/24/2019.

- The average daily traffic count for Deer Flat Road west of SH-69 was 11,846 on 5/15/2019.

C. Findings for Consideration

This application is for an annexation and rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. State Highway SH-69 /Meridian Road

SH-69/Meridian Road is under the jurisdiction of the Idaho Transportation Department (ITD). The applicant, the City of Kuna, and ITD should work together to determine if additional right-of-way or improvements are necessary on SH-69/Meridian Road.

2. Deer Flat Road

a. Existing Conditions: Deer Flat Road is improved with 3-travel lanes, vertical curb, gutter, and no sidewalk abutting the site. There is 100 to 105-feet of right-of-way for Deer Flat Road abutting the site (45 to 55-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial 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.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

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.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Deer Flat Road is designated in the MSM as a Residential Arterial with 5-lanes and on-street bike lanes, a 72-foot street section within 96-feet of right-of-way.

c. **Staff Comments/Recommendations:** The SH-69/Deer Flat Road intersection is listed in the CIP for improvements between 2031 and 2036 with the west leg abutting the site widened to 6-lanes within 112-feet of right-of-way (56-feet from centerline). To accommodate the future intersection widening the applicant should be required to dedicate additional right-of-way to total 56-feet from the centerline of Deer Flat Road from SH-69 west 800-feet as part of the future development application. Consistent with District policy, the applicant will receive compensation for this right-of-way dedication as the intersection project is listed in the CIP.

There is 96-feet of right-of-way (55-feet from centerline) for the remaining portion of Deer Flat Road abutting the site, therefore, staff recommends no additional right-of-way dedication be required beyond the CIP intersection right-of-way dedication as part of the future development application.

As part of a future development application the applicant should be required to construct a 5-foot wide detached concrete sidewalk located a minimum of 49-feet from the centerline of Deer Flat Road abutting the site within the influence area of the intersection (800-feet west of SH-69) tapering to 41-feet from centerline for the remainder of the parcel. For detached sidewalk outside of the right-of-way, the applicant may provide a permanent right-of-way easement extending from the back of curb to 2-feet behind the back of sidewalk. There is already at least 17-feet of pavement from the centerline of Deer Flat Road abutting the site, therefore, staff recommends no additional pavement widening be required with the future development application.

Consistent with ACHD's Minor Improvement Policy, the applicant should be required to replace any broken to deteriorated portions of curb and/or gutter on Deer Flat Road abutting the site with the future development application.

3. MSM Collector Ardell Road

a. **Existing Conditions:** There is currently 40-feet of unopened right-of-way abutting the site's north property line.

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 5-feet), 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 Ardell Road to the west and continue through the property to SH-69. 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 at least 50-feet of right-of-way.

c. **Staff Comments/Recommendations:** As part of the future development application, the applicant should be required to construct Ardell Road abutting the site as ½ of a 36-foot wide residential collector street section with vertical curb, gutter and 5-foot wide detached (7-foot attached) sidewalk plus an additional 12-feet of pavement widening beyond the centerline of the roadway to provide an adequate roadway surface and construct a 3-foot wide gravel shoulder and borrow ditch sized to accommodate roadway storm runoff constructed on the unimproved side within the existing unopened right-of-way. Detached sidewalk may be located outside of the right-of-way within a permanent right-of-way easement. Additional right-of-way dedication, beyond the existing 40-feet may be required to accommodate the construction of Ardell Road as a half street.

Given the anticipated land uses, the applicant should also be required to construct an eastbound left turn lane at the intersection of SH-69 and Ardell Road as part of the future development application. Additional right-of-way should be dedicated at the intersection to accommodate the turn lane.

4. Commercial Roadways

a. **Existing Conditions:** There is one local street, Imlay Street, that stubs to the site's west property line. There is one local street, Fort Erie Street, proposed to stub the site's west property line north of Imlay Street. This stub street is not constructed yet and was approved as part of ACHD's action on Winfield Springs Subdivision located directly north of the site.

b. **Policy:**

Commercial Roadway Policy: District Policy 7208.2.1 states that the developer is responsible for improving all commercial 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 7208.5 states that right-of-way widths for new commercial streets shall typically be 50 and 70-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 36-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and on-street parking.
- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 46-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and bike lanes.

Continuation of Streets Policy: District Policy 7208.2.4 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 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, water and sewer.
- Promotes orderly development.

Sidewalk Policy: District Policy 7208.5.6 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all commercial streets. If a separated sidewalk is proposed, 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.

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 7208.5.7 states that the minimum radius permitted for a turnaround is 55-feet to back-of-curb.

Landscape Medians Policy: District policy 7208.5.15 states that landscape medians are permissible where adequate pavement width is provided on each side of the median to accommodate the travel lanes and where the following is provided:

- The median is platted as right-of-way owned by ACHD.
- The width of an island near an intersection is 12-feet maximum for a minimum distance of 150-feet. Beyond the 150-feet, the island may increase to a maximum width of 30-feet.
- At an intersection that is signalized or is to be signalized in the future, the median width shall be reduced to accommodate the necessary turn lane storage and tapers.
- The Developer or Homeowners Association shall apply for a license agreement if landscaping is to be placed within these medians.
- The license agreement shall contain the District's requirements of the developer including, but not limited to, a "hold harmless" clause; requirements for maintenance by the developer; liability insurance requirements; and restrictions.
- Vertical curbs are required around the perimeter of any raised median. Gutters shall slope away from the curb to prevent ponding.

c. Staff Comments/Recommendations: As part of the future development application, the applicant should be required to extend Imlay Street and Fort Erie Street into the site and construct all internal roads as 36-foot wide commercial street section. Or, terminate the public streets with the construction of cul-de-sac turnarounds complete with curb, gutter, and sidewalk. The turnarounds should be constructed to a minimum radius of 45-feet.

5. Roadway Offsets

a. Existing Conditions: There are no roadways within the site.

b. Policy:

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Location Streets Intersecting a Collector: District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Commercial Streets Intersecting Local Streets: District policy 7208.4.2, requires commercial roadways intersecting other local streets (residential, industrial or commercial) to provide a minimum offset of 125-feet from any other roadway or intersection (measured centerline to centerline).

c. Staff Comments/Recommendations: The future development application will be subject to the above District policies.

6. Driveways

6.1 Deer Flat Road

a. Existing Conditions: There are no driveways from the site onto Deer Flat Road.

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 45 MPH to align or offset a minimum of 380-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

c. Staff Comments/Recommendations: The future development application will be subject to the District policies listed above. Access for the future development should be taken from the street with the lesser functional classification.

6.2 Ardell Road

a. Existing Conditions: Ardell Road has not yet been constructed abutting the site.

b. Policy:

Access Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. Access will be limited or controlled. Collectors may also be designated at bicycle and bus routes.

Driveway Location Policy (Stop Controlled Intersection): District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

Successive Driveways: District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 25 MPH and daily traffic volumes greater than 100 VTD to align or offset a minimum of 245-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

c. **Staff Comments/Recommendations:** The future development application will be subject to the District policies listed above.

6.3 Local/Commercial Streets

a. Existing Conditions: There are no local or commercial streets within the site.

b. Policy:

Driveway Location Policy: District policy 7208.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector/arterial or arterial street intersection.

Successive Driveways: District Policy 7208.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7208.4.3 restricts commercial driveways to a maximum width of 40-feet. Most commercial driveways will be constructed as curb-cut type facilities.

Driveway Width Policy: District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy,

7208.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

Driveway Design Requirements: District policy 7208.4.3 states if an access point is to be gated, the gate or keypad (whichever is closer) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

c. **Staff Comments/Recommendations:** The future development application will be subject to the District policies listed above.

7. Private Roads

a. **Private Road Policy:** District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

b. **Staff Comments/Recommendations:** For the future development application: If the City of Kuna approves a private road, the applicant shall be required to pave the private roadway its full width and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for the private road. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road would be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

8. Traffic Calming

a. **Speed Control and Traffic Calming Policy** (Commercial)**:** District policy 7208.3.7 states that the design of commercial street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require a maintenance and/or license agreement.

b. **Staff Comments/Recommendations:** The future development application will be subject to the District policy listed above.

9. 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.

10. 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.

11. Other Access

Deer Flat Road is classified as a minor arterial roadway and Ardell Road is classified as a collector roadway. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways.

D. Site Specific Conditions of Approval

This application is for an annexation only. Site specific conditions of approval will be established as part of the future development application.

1. Payment of impact fees is due prior to issuance of a building permit.

2. 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. Request for Reconsideration Guidelines **OR** Appeal Guidelines

VICINITY MAP

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.

Request for Reconsideration of Commission Action

1. **Request for Reconsideration of Commission Action:** A Commissioner, a member of ACHD staff or any other person objecting to any final action taken by the Commission may request reconsideration of that action, provided the request is not for a reconsideration of an action previously requested to be reconsidered, an action whose provisions have been partly and materially carried out, or an action that has created a contractual relationship with third parties.

    a. Only a Commission member who voted with the prevailing side can move for reconsideration, but the motion may be seconded by any Commissioner and is voted on by all Commissioners present.

       If a motion to reconsider is made and seconded it is subject to a motion to postpone to a certain time.

    b. The request must be in writing and delivered to the Secretary of the Highway District no later than 11:00 a.m. 2 days prior to the Commission's next scheduled regular meeting following the meeting at which the action to be reconsidered was taken. Upon receipt of the request, the Secretary shall cause the same to be placed on the agenda for that next scheduled regular Commission meeting.

    c. The request for reconsideration must be supported by written documentation setting forth new facts and information not presented at the earlier meeting, or a changed situation that has developed since the taking of the earlier vote, or information establishing an error of fact or law in the earlier action. The request may also be supported by oral testimony at the meeting.

    d. If a motion to reconsider passes, the effect is the original matter is in the exact position it occupied the moment before it was voted on originally. It will normally be returned to ACHD staff for further review. The Commission may set the date of the meeting at which the matter is to be returned. The Commission shall only take action on the original matter at a meeting where the agenda notice so provides.

    e. At the meeting where the original matter is again on the agenda for Commission action, interested persons and ACHD staff may present such written and oral testimony as the President of the Commission determines to be appropriate, and the Commission may take any action the majority of the Commission deems advisable.

    f. If a motion to reconsider passes, the applicant may be charged a reasonable fee, to cover administrative costs, as established by the Commission.

RON PLATT
CHAIRMAN OF THE BOARD

BRIAN MCDEVITT
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

13 April 2020

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

RE: Black Rock Marketplace-Village **19-13-AN**
1925 N Meridian Rd. Kuna, ID
Boise-Kuna Irrigation District BK-1231A
Kuna Canal 136+90, 137+40
Sec. 13, T2N, R1E, BM.

Troy Behunin:

The United States' Kuna Canal lies within the boundary of the above-mentioned location. The easement for this lateral is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this lateral. We assert the federal easement 38 feet northeasterly and 35 feet southwesterly of the lateral's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass or gravel) or pathways within its easements, as this will certainly increase our cost of maintenance. Easements must remain a flat drivable surface.

Fencing (as may be required) must be constructed just off the canal easement, to ensure public safety and prevent encroachments.

Please note the appropriate easements on all future preliminary/final plats.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Exhibit B-3

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the lateral is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

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

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss the pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

Prior to any construction being done next to or within the easements listed previously the contractor and/or developer must contact our Division 2 watermaster at 208-342-5086.

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:	Clint McCormick	Watermaster, Div; 2 BPBC
	Lauren Boehlke	Secretary – Treasurer, BKID
	File	

EXHIBIT B-4

Communities in Motion 2040 2.0 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 2.0* (CIM 2040), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 2.0 goals.

Development Name: Black Rock Marketplace

Agency: Kuna

CIM Vision Category: Future Neighborhood

New households: 267

New jobs: TBD

Exceeds CIM forecast: No

CIM Corridor: **Highway 69** Pedestrian level of stress: **R** Bicycle level of stress: **R**	Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with **G or PG** ratings better support bicyclists and pedestrians of all ages and comfort levels.
Housing within 1 mile: **1,370** Jobs within 1 mile: **830** Jobs/Housing Ratio: **0.6**	A good jobs/housing balance – a ratio between **1 and 1.5** – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.
Nearest police station: **2.3 miles** Nearest fire station: **1.5 miles**	Developments within **1.5 miles** of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.
Farmland consumed: **Yes** Farmland within 1 mile: **1,119 acres**	Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.
Nearest bus stop: **>4 miles** Nearest public school: **0.9 miles** Nearest public park: **1.1 miles** Nearest grocery store: **0.3 miles**	Residents who live or work less than **½ mile** from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.

Recommendations

The proposal is on the fringe of urban development in a largely farmland area and more than four miles from public transportation. ValleyConnect 2.0 proposes bus service along Deer Flat Road from downtown Kuna to west Boise, via downtown Meridian. The closest bus stop would be less than ½ mile in distance when that route is operational. Work with Valley Regional Transit on design that would accommodate future service. The proposal is a mix of residential and retail, which can mitigate new traffic by decreasing the amount of single occupancy vehicle trips generated on the transportation network and encourage non-motorized travel. A site plan was not provided with this annexation request. Consider limiting access locations on to Highway 69 and creating internal shared access to reduce egress onto a state highway. Additional access locations can reduce efficiency on the corridor. Also, consider an improved pathway along the Kuna Canal per the Kuna Regional Pathway Map 2016.

More information about COMPASS and *Communities in Motion 2040 2.0*:
Web: www.compassidaho.org
Email info@compassidaho.org
More information about the development review process:
http://www.compassidaho.org/dashboard/devreview.htm

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Troy Behunin

To: Troy Behunin
Subject: Black Rock Market Place

From: Phil Roberts <proberts@kunafire.com>
Sent: Friday, June 12, 2020 11:55 AM
To: Troy Behunin <tbehunin@kunaid.gov>
Subject: RE: Black Rock Market Place

Troy, It is the opinion of the fire department to oppose high density residential in these high traffic areas close or off of Meridian Road. As growth continues it seems that locations for these type of occupancies should be outside of high traffic areas. Blending the two (Residential/Commercial) is not prudent. My preference is to keep at least the first ¼ mile off of Meridian on either side be set aside for light business and commercial occupancies.

Thank you.

Phil Roberts
Fire Chief
Kuna Rural Fire District
208-922-1144 Ext 101
208-922-1982 Fax
208-870-3057 Cell

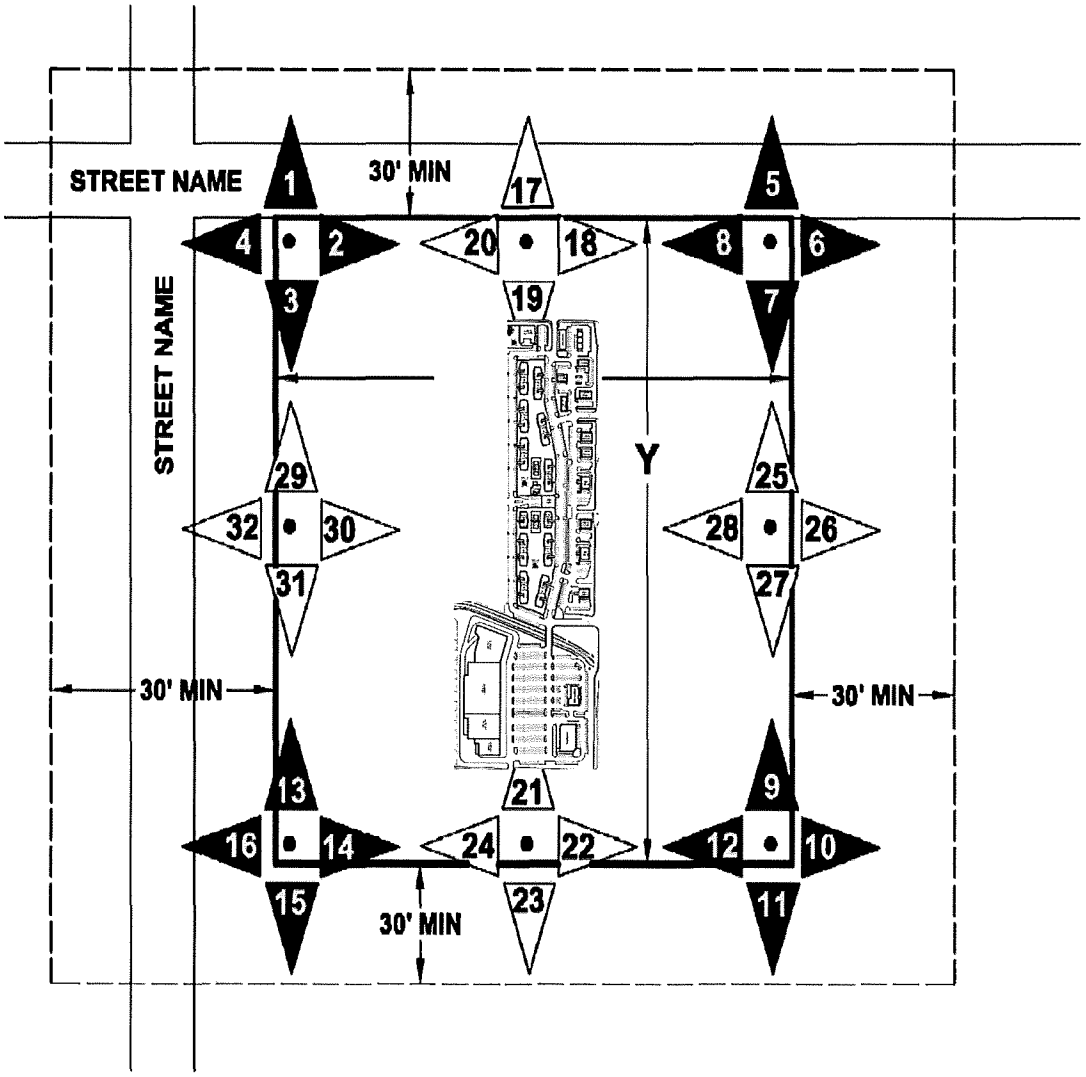
From: Troy Behunin
Sent: Tuesday, June 9, 2020 1:03 PM
To: Chief Roberts <proberts@kunafire.com>
Cc: Reggie Edwards <redwards@kunafire.com>; Krystal Hinkle KRFD <khinkle@kunafire.com>
Subject: Spring Rock Subdivision

Chief,
Here are the projects that I said I would send you at the meeting this morning. This is the first of three emails.

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634
TBehunin@KunaId.Gov

KUNA
Planning & Zoning

CONFIDENTIALITY NOTICE
This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or



Project Information:

Name: SH69 Holdings LLC
Project: BlackRock Village
Gross Acre: 41.66

NOTE:

Provide Site Plan on an 8 1/2" x 11" paper—indicating placement of photo orientation.

All applicants are expected to provide COLOR photographs at a 1-16 minimum.

If Distance 'X' is GREATER than 500-feet, also take photos 17-24.

If Distance 'Y' is GREATER than 500-feet, also take photos 17-24.

#1—N

#2—E

#3 —S

#4—W

#5—N

#6—E

#7—S

#8—W

#9—N

#10—E

#11—S

#12—W

#13—N

#14—E

#15—S

#16—W

#17—N

#18—E

#19—S

#20—W

#21—N

#22—E

#23—S

#24—W

#25—N

#26—E
FOR SALE
209 910-1143

#27—S

#28—W

#29—N

#30—E

#31—S

#32—W

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: 41.66 acres, NW corner of Deer Flat Rd. and SH69 (Meridian Rd.)

Date and time of neighborhood meeting: October 16, 2019 at 6:00 p.m.

Location of neighborhood meeting: Kuna Fire Department, 160 W. Boise St., Kuna, ID 83634

SITE INFORMATION:

Location: Quarter: SE Section: 13 Township: 2 Range: 1 Total Acres: 41.66

Subdivision Name: BlackRock Marketplace/Village Lot: Block:

Site Address: 1925 N. Meridian Rd., Kuna, ID 83634 Tax Parcel Number(s): S1313449900

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

CURRENT PROPERTY OWNER:

Name: Margaret M. Hill Family Limited Partnership

Address: 1556 E. Locust View Ln. Meridian ID Zip: 83642

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

Name: Thomas J. Angstman Business (if applicable): SH69 Holdings, LLC

Address: 199 N. Capitol Blvd., Ste. 200 City: Boise State: Idaho Zip: 83702

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	Annexation with mixed use property uses as designated in the Comprehensive Plan adopted this summer by the City of Kuna.
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: SH69 Holdings, LLC

Address: 1400 E. Kokanee Ln., Attn: David Gronbeck

City: Kuna State: ID Zip: 83634

Telephone: 208-861-6664 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 12-13-19

Thomas J. Angstman, Manager

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

City of Kuna

COMMITMENT TO PROPERTY POSTING

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

12-13-19
Date

SIGN IN SHEET

PROJECT NAME: Approx. 42 acres on NW corner of Deer Flat & SH 69 (Meridian Rd.)

Date: 10-16-19

	Name	Address	Zip	Phone
1	Ryan Speth	1780 N. Snowfield	83634	904-517-6523
2	Richard Hersey	2202 N. Meridian Rd.	83634	208-697-6772
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SH69 HOLDINGS, LLC
199 N. Capitol Boulevard, Suite 200
Boise, ID 83702

October 8, 2019

Dear Neighbor:

A neighborhood meeting has been scheduled for Wednesday, October 16, 2019 at 6:00 p.m. in the conference room of the Kuna Fire Department, 160 W. Boise Street, Kuna, Idaho 83634. The purpose of the meeting is to discuss the developer's plan to annex the approximately 42-acre property located on the NW corner of Deer Flat and SH69 (Meridian Road). The developer is seeking annexation with mixed-use property uses as designated in the Comprehensive Plan adopted this summer by the City of Kuna.

Sincerely yours,

Thomas J. Angstman
Developer

PROVIDED NEIGHBORS WITHIN 300 FT. LIST USED

	A	B	C	D
1	PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
2	ADA COUNTY HIGHWAY DISTRICT		3775 N ADAMS ST	GARDEN CITY, ID 83714-6447
3	BAILEY TINA L		1264 E TROPHY ST	KUNA, ID 83634-0000
4	BUTTRAM JEREMIAH	BUTTRAM KRISTI	1217 E TROPHY ST	KUNA, ID 83634-0000
5	CAPITAL EDUCATORS FEDERAL CREDIT UNION		PO BOX 570	MERIDIAN, ID 83680-0570
6	CHARLES STEVEN MICHAEL		1834 N SNOWFIELD PL	KUNA, ID 83634-0000
7	CJM LIMITED LIABILITY LIMITED PARTNERSHIP		621 WASHINGTON ST S	TWIN FALLS, ID 83301-0000
8	CONRAD & BISCHOFF INC		PO BOX 50106	IDAHO FALLS, ID 83405-0000
9	DAY ROBERT S & DOROTHY E TRUST	DAY ROBERT S TRUSTEE	2096 N MERIDIAN RD	KUNA, ID 83634-0000
10	DBRE LLC		3303 E LINDEN ST	CALDWELL, ID 83605-0000
11	DEINEMA DANNY R	DEINEMA LORA D	1636 N SNOWFIELD PL	KUNA, ID 83634-0000
12	DERRY RAE		1235 E TROPHY ST	KUNA, ID 83634-0000
13	FUSSELMAN JESSE D	FUSSELMAN MCKENNA A	1708 N SNOWFIELD PL	KUNA, ID 83634-0000
14	GO FOR IT LLC		16130 N ELDER ST	NAMPA, ID 83687-0000
15	HARDIN ZANE B	HARDIN KAYLEE	1762 N SNOWFIELD PL	KUNA, ID 83634-0000
16	HEATON JOSEPH D		1781 N SNOWFIELD PL	KUNA, ID 83634-0000
17	HERSEY RICHARD S	HERSEY LOUISE E	2202 N MERIDIAN RD	KUNA, ID 83634-0000
18	HILL MARGARET M FAMILY LP		1556 E LOCUST VIEW LN	MERIDIAN, ID 83642-0000
19	JAPHETH LLC		715 W BLUE SPRUCE RD	ALPINE, UT 84004-0000
20	JONES THOMAS	JONES TONI	PO BOX 231	KUNA, ID 83634-0231
21	LAUFENBERG TAMRA	LAUFENBERG JAMES	2791 S TEN MILE RD	MERIDIAN, ID 83642-0000
22	LEDUC KENNETH P	LEDUC DEBRA G	1727 N SNOWFIELD PL	KUNA, ID 83634-0000
23	LEE JACK & RITA FAMILY TRUST 4/22/98	LEE MONROE M TRUSTEE	4357 S TINKER AVE	BOISE, ID 83709-0000
24	LEUNG MAN SIN	GONZALEZ MATTHEW J	1600 N SNOWFIELD PL	KUNA, ID 83634-0000
25	LEWIS LINDA	LEWIS MARK	3500 CHINIAK BAY DR	ANCHORAGE, AK 99515-0000
26	MILLER CHERYL		1763 N SNOWFIELD PL	KUNA, ID 83634-0000
27	MILLER RYAN M	MILLER BRITTNEY M	1709 N SNOWFIELD PL	KUNA, ID 83634-0000
28	MILLS KIM RENEE		1698 E LAZY DB LN	KUNA, ID 83634-0000
29	MOYLE JANET		1726 N SNOWFIELD PL	KUNA, ID 83634-0000
30	POWERS RYAN E	POWERS TRACY L	1744 N SNOWFIELD PL	KUNA, ID 83634-0000
31	SANDSTONE FARMS LLC		3440 W DAVIS LN	MERIDIAN, ID 83642-0000
32	SMITH RAYMOND	SMITH MARCIA	2284 N MERIDIAN RD	KUNA, ID 83634-0000
33	SPATH RYAN	SPATH GABRIELLE	1780 N SNOWFIELD PL	KUNA, ID 83634-0000
34	STEFFENSEN STACEY L	STEFFENSEN MARISA V	1816 N SNOWFIELD PL	KUNA, ID 83634-0000
35	STERLING RANCH HOMEOWNERS ASSOCIATION INC		3103 W SHERYL DR STE 100	MERIDIAN, ID 83642-0000
36	TOLL ID I LLC		250 GIBRALTAR RD	HORSHAM, PA 19044-0000
37	WALLACE CORY L	WALLACE LORA L	1654 N SNOWFIELD PL	KUNA, ID 83634-0000
38	WILLAVERDE IGNACIO	WILLAVERDE RUTH ANN	1200 E TROPHY ST	KUNA, ID 83634-0000

SH69 HOLDINGS, LLC
MINUTES OF NEIGHBORHOOD MEETING

OCTOBER 16, 2019 AT 6:00 P.M.

SH69 Holdings, LLC, an Idaho limited liability company ("Developer"), conducted a neighborhood meeting on October 16, 2019 at 6:00 p.m. at the Kuna Fire Department, 160 W. Boise Street, Kuna, Idaho 83634. Present were Developer's representatives and two neighbors.

The purpose of the meeting was to discuss Developer's plan to annex the approximately 42-acre property located on the NW corner of Deer Flat and State Highway 69 (Meridian Road) ("Property").

Ryan Spath is a homeowner in the neighborhood adjacent to the Property (1780 N. Snowfield Place, Kuna, ID 83634). Mr. Spath stated he was satisfied that his home was adjacent to a parcel that is intended for commercial zoning. He stated he will eventually move out of his home and keep it as a rental property.

Richard Hersey owns a home across State Highway 69 from the Property (2202 N. Meridian Road, Kuna, ID 83634). Mr. Hersey was not in opposition to Developer's project on the Property, but wanted to know details and to discuss the situation with his own property.

The meeting concluded after approximately two hours of cordial discussion.

SH69 HOLDINGS, LLC,
an Idaho limited liability company

By: LRI, LLC,
an Idaho limited liability company
Its: Manager

By:_____
Thomas J. Angstman, Manager

City of Kuna
AFFIDAVIT OF LEGAL INTEREST

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.Kunacity.id.gov

State of Idaho)
) ss.
County of Ada)

I, Angus Hill, Treasurer - Margaret M. Hill Family LP , 1925 N. Meridian Rd.
Name **Address**

Kuna , Idaho 83634
City **State** **Zip Code**

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

A. That I am the record owner of the property described on the attached, and I grant my permission to KG Global Development Company, LLC, or assigns; 1400 E. Kokanee Ln, Kuna, ID 83634
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s),

Dated this 16th day of October, 20 19

Angus Hill TREASURER - Margaret M. Hill Family L.P
Signature

Subscribed and sworn to before me the day and year first above written.

Kara Medrano
Notary Public for Idaho

Residing at: Kuna, ID

My commission expires: 9-3-21

KARA MEDRANO NOTARY PUBLIC STATE OF IDAHO

ASSIGNMENT AND ASSUMPTION OF CONTRACT

This Assignment and Assumption of Contract ("Assignment"), dated effective as of November 22, 2019, by and between KG Global Development, LLC, an Idaho limited liability company ("Assignor"), and SH69 Holdings, LLC, an Idaho limited liability company ("Assignee"), is made with reference to the following facts:

RECITALS:

WHEREAS, Assignor, acting as the buyer, entered into a Purchase and Sale Agreement dated effective February 21, 2018, together with any and all amendments and supplements thereto (collectively, the "Contract"), attached hereto as **Exhibit 1** and made a part hereof, for the purchase and sale of certain real property located in Ada County, Idaho as legally described in Exhibit A of Contract (the "Property"); and all capitalized terms used herein without being defined herein shall have the meanings ascribed to them in the Contract; and

WHEREAS, Assignor desires to assign its right, title and interest in and to the Contract to Assignee, and Assignee desires to accept and assume the assignment.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration received, the parties hereto agree as follows:

1. Assignment and Assumption.

Effective immediately upon execution of this Assignment by all of the parties hereto, (A) Assignor sells, transfers, assigns, conveys, grants and sets over to Assignee, and its successors and assigns, forever all of Assignor's rights, title and interest as of such date in and to all and any of Assignor's rights and obligations under, pursuant to and arising out of the Contract, as fully and entirely as the same would have been held and enjoyed by Assignor as if this Assignment had not been made; and (B) Assignee assumes, takes over and succeeds to all of Assignor's rights, title and interest as of such date in and to all and any of Assignor's rights and obligations under, pursuant to and arising out of the Contract, and Assignee covenants and agrees to discharge, perform and comply with, and to be bound by, all the terms, conditions, provisions, obligations, covenants and duties of Assignor in connection with all and any of Assignor's rights and obligations under, pursuant to and arising out of the Contract, as the same may be amended from time to time, (in each case, whether or not any of it relates to the period before or after the date hereof), as if Assignee was the only party thereto.

2. Further Assurances.

Assignor covenants and agrees with Assignee that it will, from time to time and at all times hereafter, at the request of Assignee, execute such further assurances and do all further acts as may be reasonably required for the purpose of vesting in Assignee all of the interest of Assignor in and under the Contract.

3. Incorporation of Recitals.

The Recitals set forth above are hereby incorporated into and made a part of this Assignment to the same extent and with the same force and effect as if fully set forth herein.

4. Entire Assignment.

This Assignment and its accompanying **Exhibit 1** constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the parties, oral and written, express or implied, are hereby superseded and merged herein. This Assignment is intended by all parties to be a fully integrated agreement, and that no evidence, written or oral, may be admitted or considered outside of this Assignment in order to determine the intent of the parties hereto or the meaning of any terms contained in this Assignment.

5. Successors.

This Assignment shall be fully binding upon and enforceable with respect to the parties, and their respective representatives, successors, and assigns.

6. Execution in Counterparts.

This Assignment may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

7. Severability.

The provisions of this Assignment are severable, and if any part of it is found to be unenforceable, the other paragraphs shall remain fully valid and enforceable. This Assignment shall survive the termination of any arrangements contained herein.

8. Governing Law.

This Assignment is entered into and shall be governed, construed, and interpreted in accordance with the laws of the State of Idaho, without respect to any choice of law provisions or statutes.

[end of text – signatures on following page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as the date first set forth above.

ASSIGNOR:

KG Global Development, LLC,
an Idaho limited liability company

By: _____
David Gronbeck, Managing Member

ASSIGNEE:

SH69 Holdings, LLC
an Idaho limited liability company

By: _____
Thomas J. Angstman, Manager

Attachment(s): Exhibit 1

EXHIBIT 1

SEE ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT 1

PURCHASE AND SALE AGREEMENT

Approximately 41.66 acres; Parcel ID #S1313449900

PLANT

This real estate purchase and sale agreement (this "Agreement") is entered into effective the 21st day of February, 2018 (the "Effective Date"), by and between KG Global Development Company, LLC, an Idaho limited liability company, and/or its assigns ("Buyer") and Margaret M Hill Family LP, an Idaho limited partnership ("Seller").

RECITALS

A. Seller is the owner of that real estate parcel legally described on the attached Exhibit "A", which is made a part hereof (the "Property"); and

B. Seller shall have the right to exclude from the Property up to 0.24 acres located at its southeast corner that is at the intersection of Deer Flat Road and North Meridian Road so as to accommodate the Idaho Transportation Department's request for additional road right of way. Any payment made for the right of way shall be retained by Seller and shall not reduce the Purchase Price. If that transfer of title should occur, then the word "Property" shall comprise that described in Exhibit A less the parcel transferred to the Idaho Transportation Department; and

C. Buyer desires to purchase the Property; and

D. Seller desires to sell, transfer and convey the Property according to the provisions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Seller and Buyer represent, covenant, undertake and agree as follows:

1. AGREEMENT OF PURCHASE AND SALE.

Seller agrees to sell, transfer and convey, and Buyer agrees to purchase, the Property, together with any and all prorated rents, leases, appurtenances, easements, rights-of-way and privileges appertaining to or otherwise benefitting the Property, improvements, entitlements, governmental approvals development rights, reimbursement agreements or any rights thereto, latecomer agreements or any rights thereto, engineering, plans, specifications, drawings, maps, surveys, licenses, applications, permits, certificates, reports, studies, guaranties, warranties, causes of action and similar claims and rights reservations of name and water rights

thereto to the extent owned by Seller and not otherwise, upon each of the terms and conditions hereinafter set forth.

2. PURCHASE PRICE AND PAYMENT TERMS.

The total purchase price to be paid to Seller by Buyer for the Property shall be ' Thousand Eight Hundred Fifty and 00/100 Dollars,), ("Purchase Price").

The Purchase Price shall be paid as follows:

a) $5,000 in cash as non-refundable Earnest Money to be deposited into escrow at Fidelity National Title Company of Idaho located at 950 W Bannock St. Suite 420, Boise, ID 83702, within 3 business days following mutual execution of this Agreement. The Earnest Money Deposit shall be non-refundable and released to Seller upon demand and shall apply towards the Purchase Price as hereinafter defined.

b) The entire remainder of the Purchase Price shall be paid by Buyer at the Closing in immediately available US funds.

3. BROKERAGE FEES.

Buyer and Seller each represent and warrant that no broker, agent, or finder has been engaged by either party in connection with this transaction. Buyer and Seller each hereby agree to indemnify and defend the other against any and all commissions, finder's fees or other fee or any claim therefore by any broker in connection with this transaction claiming through the indemnifying party.

4 DUE DILIGENCE.

a) Buyer shall have until January 31, 2019 to complete their Due Diligence ("Due Diligence Period"). Buyer may, in its sole and absolute discretion, terminate this Agreement, at any time during the Due Diligence Period. Subject to the Due Diligence Period, Buyer shall purchase the Property "as-is".

Within five (5) business days from the Effective Date hereof, Seller shall provide copies to Buyer, to the extent they are in Seller's or Seller's agents' possession, of all written documents related to the Property, including but not limited to surveys, leases, applications, title reports, approvals, environmental reports, and other similar documents. Seller makes no representations as to the accuracy or completeness of the documents.

Buyer shall have the right to extend the Due Diligence Period for six months upon payment to Seller of the sum of $5,000.00, which shall be non-refundable and shall not apply to the purchase price. Also, Buyer shall have the right to extend the Due Diligence period a second time following the first extended Due Diligence Period upon payment to Seller of the sum of $5,000.00, which shall be non-refundable and shall not apply to the purchase price. The $5,000.00 sums paid to extend the Due Diligence Period shall be paid to Fidelity National Title Company of Idaho not less than ten business days prior to the expiration of what is then the Due Diligence Period and shall be released to Seller upon demand.

b) Right to Inspect. Buyer will have until 5:00 p.m., local time, MST, on what is then the current Due Diligence Deadline to inspect, evaluate and determine the adequacy of the Property for Buyer's purposes, including, but not limited to, environmental, structural, mechanical and other systems, economic viability, and all zoning, permit and governmental approval matters, environmental investigations, and to undertake, at Buyer's expense, such tests and surveys and other activities as it shall determine in connection therewith.

c) Right to Survey. During what is then the current Due Diligence Period, Buyer may obtain, at Buyer's expense, an ALTA/ACSM land and improvements survey prepared by a surveyor licensed in the State of Idaho containing the description of the Land and location of all Improvements and encroachments thereon, including but not limited to any improvements, fence locations and easements, rights of way and roadways adjacent to the Land, in a form sufficient to enable the Title Company to issue an extended coverage Title Policy, certified to Buyer, Seller, and the Title Company (the "Survey").

d) Termination for Disapproval. In the event Buyer is dissatisfied with the Property or the Survey for any reason, in Buyer's sole and absolute discretion, then Buyer may terminate this Agreement by delivering written notice of termination to Seller ("Termination Notice") on or before the expiration of the then current Due Diligence Period and neither of the Parties shall have any further rights or obligations under this Agreement, except those which have matured. In the event Buyer fails to deliver its Termination Notice on or before the expiration of what is then the current Due Diligence Period, this Agreement shall remain in full force and effect. In the event Buyer exercises its right under this Section and terminates this Agreement, Buyer shall provide copies of all reports, tests, and other results of its inspection to Seller.

e) License to Inspect and Survey. Seller grants to Buyer a license which allows Buyer and Buyer's employees, agents, and representative's ("Buyer's Representative's") to enter the Property during what is then the current Due Diligence Period at reasonable times to conduct the Survey and such inspections, tests, and investigations of the Property as Buyer may elect.

f) Inspection Requirements. In conducting the Survey and any inspection of the Property or otherwise accessing the Property, Buyer and Buyer's Representatives shall at all times comply with all laws and regulations of all applicable governmental authorities.

g) Access. Buyer shall schedule and coordinate all inspections of the Property or other access thereto with Seller, and Seller agrees to reasonably cooperate with Buyer in connection with such scheduling and coordination of such inspections and access. Seller shall be entitled to have a representative present at all times during each such inspection or other access. All inspection fees, appraisal fees, engineering fees and other costs and expenses of any kind incurred by Buyer or Buyer's Representatives relating to such inspection and its other access shall be at the sole expense of Buyer.

h) Waiver, Hold Harmless & Indemnity. Buyer, on behalf of itself, the Buyer's Representatives, and their heirs, administrators, executors, personal representatives, successors and assigns, and on behalf of their past, present and future members, officers, directors, employees, shareholders, agents, legal representatives, and attorneys, affiliates, subsidiaries, partners, insurers and all other persons and entities which have, do or may in the future claim any right or interest through or on behalf of them agrees to waive, release, remise, discharge, acquit, indemnify and hold harmless Seller and Seller's past, present and future members, officers, directors, employees, shareholders, agents, legal representatives and attorneys, affiliates, subsidiaries, partners, insurers and all other persons and entities which have, do or may in the future claim any right or interest through or on behalf of them, of and from any and all, in all manner of, actions, causes of action, claims, suits, debts, sums of money, covenants, contracts, controversies, agreements, compromises, variances, rights, damages, losses, costs, legal or other expenses, attorneys' fees, judgments, executions, obligations, claims and demands of any kind whatsoever, whether vested or contingent, in law or in equity, foreseen or unforeseen, known or unknown, now asserted or not asserted (collectively, "Claims"), arising out of Buyer and Buyer's Representative's exercise of the license granted herein, unless

caused by the intentional or negligent act or omission of Seller, its agents, contractors or employees. Notwithstanding anything to the contrary stated above, Buyer shall not be liable for any Claims or diminution in the value of the Real Property arising or resulting from (i) Buyer's discovery of any pre-existing condition in, on, under or about the Real Property, or (ii) any exacerbation of a pre-existing condition in, on, under or about the Real Property, except to the extent, if any, said exacerbation results from the intentional or negligent act or omission of Buyer, its agents, contractors or employees. Buyer's covenant to repair and indemnification in this Section 4(h) shall survive the Closing or termination of this Agreement.

i) Public Liability Insurance. Buyer shall procure and maintain throughout the Due Diligence Period a policy or policies of insurance, at its sole costs and expense, insuring both Seller and Buyer against all claims, demands or actions arising out of or in connection with Buyer's access to the Property, the limits of such policy or policies shall be in an amount not less than $1,000,000.00 in respect of injuries to or death of any one person and in amount not less than $1,000,000.00 in respect of property damaged or destroyed and to be written by insurance companies satisfactory to Seller. Buyer shall obtain a written obligation on the part of each insurance company to notify Seller at least 30 days prior to cancellation of such insurance. Such policies or duly executed certificates of insurance shall be promptly delivered to Seller and renewals thereof as required shall be delivered to Seller at least 30 days prior to the expiration of the respective policy terms. If Buyer should fail to comply with the foregoing requirements related to insurance, Seller may obtain such insurance and Buyer shall pay to Seller on demand the premium cost thereof plus interest at the rate of 10% per annum from the date of payment by Seller until repaid by Buyer.

j) Damage to Property. Buyer shall not commit or permit any waste or destruction of the Property and shall repair any disturbance to the soil and improvements caused by Buyer or Buyer's Representatives.

k) Liens. Buyer shall not suffer or do anything to encumber title to the Property, with any lien or encumbrance, nor allow any liens for materials furnished and labor performed for the Buyer in performing its Due Diligence.

l) Buyer's Election to Investigate or Inspect. It is Buyer's election and request that Buyer be permitted to investigate and inspect the Property and its improvements. Seller is not requiring Buyer to perform such.

Also, if Buyer desires to perform surveys to determine the boundaries or location of the Property or any improvements thereon or any of the activities listed above, the work is being done at Buyer's election and not at Seller's request.

5. TITLE MATTERS.

a) Documents Evidencing Title. Within seven (7) business days from the Effective Date hereof, Seller shall deliver, or cause to be delivered, to Buyer, a commitment for an ALTA standard owners title insurance policy and all underlying documents of record (the "Title Commitment") issued by Fidelity National Title Company Of Idaho (Nanci Boslau), located at 950 W Bannock St. Suite 420, Boise, ID 83702 ("Escrow Agent"), in an amount equal to the purchase price, showing title to the Property to be vested in Seller subject to the lien of real estate taxes for the current calendar year not yet due and payable and all other liens, easements, restrictions and encumbrances of record.

b) Title Defects. If the Title Commitment delivered by Seller discloses liens or other matters objectionable to Buyer ("Unpermitted Exceptions") and Buyer objects in writing to Seller within twenty (20) days of Buyer's receipt of the Title Commitment (the "Objection Period"), Seller may, within ten (10) days of Seller's receipt of Buyer's written objections, have the Unpermitted Exceptions removed from the Title Commitment, provide Buyer written assurances that the objected to matters shall be resolved or discharged by the Closing Date or have the Escrow Agent commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. If Seller does not or is unwilling to have the Unpermitted Exceptions removed in its sole and unfettered discretion or corrected or if Seller does not provide acceptable assurances to Buyer that the Unpermitted Exceptions will be resolved or discharged by the Closing Date or does not cause the Escrow Agent to insure over any such Unpermitted Exceptions within such ten (10) day time period, Buyer may terminate this Agreement within ten (10) days following the expiration of the Objection Period and Buyer shall have no further rights or remedies hereunder. If Buyer elects to take the Property subject to any Unpermitted Exceptions or fails to terminate this Agreement within ten (10) days following the expiration of the Objection Period, this Agreement shall remain in full force and effect and any objection to the Unpermitted Exceptions shall be deemed waived. Any and all taxes, liens, easements, encumbrances and other matters of title not objected to, or waived, by Buyer shall be referred to herein as "Permitted Exceptions." Liens, mortgages or other matters

shall be discharged by Seller and may be paid out of the Purchase Price received by Seller on the Closing Date. Those exceptions in the Title Commitment not objected to by Buyer and those that the Seller causes the Escrow Agent to insure over within the time period above are referred to below as the "Permitted Exceptions." Notwithstanding anything herein to the contrary, or failure by Buyer to provide subsequent written notice of objection, the following shall be deemed Unpermitted Exceptions: (a) any property taxes other than those for the current calendar year not yet due and payable, and (b) any outstanding or unpaid homeowner's assessments, obligations, irrigation assessments, mortgages and liens.

c) Title Insurance. As soon as it is available after the Closing Date, Seller will provide to Buyer a standard coverage policy of title insurance pursuant to the Title Commitment, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price subject only to the general exceptions appearing in the policy form and the Permitted Exceptions ("Title Policy"). The premium for Title Insurance shall be paid by Seller at closing. Buyer shall have the right to upgrade the Title Policy to an extended coverage policy as long as Buyer pays the additional premium.

d) Conveyance of Title. Seller's title to the Property is to be conveyed to Buyer by special warranty deed ("Special Warranty Deed") in a form approved by Buyer, subject only to non-delinquent property taxes, the Permitted Exceptions and other matters that may be approved in writing by Buyer.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. In addition to any other representations by Seller expressly set forth herein, Seller represents and warrants to Buyer as of the date hereof, and as of the Closing Date, that:

a) Authority. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly and validly authorized by all necessary action of Seller and the Agreement and all other agreements contemplated hereby are valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.

b) No Conflict. To the Seller's actual knowledge the execution, delivery and performance by Seller of its obligations under the Agreement and all other agreements contemplated hereby will not conflict with any contract, lease, statute, law, rule or regulation, or any judgment, order

or decree of any governmental authority or court having jurisdiction over the Seller and/or the Property, and Seller has no knowledge that any consent, approval, authorization or order of or qualification with any person, entity or governmental authority is required for the performance by the Seller of its obligations under this Agreement or any other agreement contemplated hereby.

c) Title: Transfer: Liens. On the Closing Date, Seller will transfer to Buyer the Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, taxes, claims and equities created by Seller other than the Permitted Exceptions.

e) Environmental Condition of Property. Seller has no actual knowledge of any hazardous materials being present on, under, in or about the Property.

f) Condemnation. Seller has no actual knowledge of any proposed or threatened condemnation or private purchase in lieu of such proceedings affecting the Property.

g) Non-Foreign Person. Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended, and is not subject to withholding under the laws of the State of Idaho.

h) No Other Warranties or Representations.

7. REPRESENTATIONS AND WARRANTIES OF BUYER. In addition to other representations herein, Buyer represents and warrants to Seller as of the date hereof, and as of the Closing Date, that:

a) Authority. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly and validly authorized by all necessary action of Buyer and the Agreement and all other agreements contemplated hereby are valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.

b) No Conflict. Buyer has no knowledge that the execution, delivery and performance by Buyer of its obligations under the Agreement and all other agreements contemplated hereby will conflict with any contract, lease, statute, law, rule or regulation, or any judgment, order or decree of any governmental authority or court having jurisdiction over the Buyer, and Buyer has no knowledge that any consent, approval,

authorization or order of or qualification with any person, entity or governmental authority is required for the performance by the Buyer of its obligations under this Agreement or any other agreement contemplated hereby.

c) Real Estate Licensee. David Gronbeck holds an active real estate license in the State of Idaho (License# 24474).

d) No Other Warranties or Representations. Except as otherwise expressly set forth herein, Buyer makes no other warranties or representations to Seller whatsoever.

8. LEAD PAINT DISCLOSURE. The Property is defined as "Target Housing" regarding lead paint or lead paint hazards because the homes were built before 1978. Buyer acknowledges having received from Seller the written disclosure and the pamphlet published by the EPA entitled "Protect Your Family From Lead in Your Home."

9. PROPERTY DISCLOSURE FORM. Buyer acknowledges having received from Seller "Seller's Property Disclosure Form" as required by Idaho Code, § 55-2501, *et seq*.

10. CLOSING AND RELATED MATTERS.

a) Closing Dates. The closing of this transaction (the "Closing) shall occur on or before a date which is 30 days after expiration of the Due Diligence Period. Closing shall take place at the office of Fidelity National Title Company of Idaho, located at 950 W Bannock St. Suite 420, Boise, ID 83702. For purposes of this Agreement, "Closing" shall be deemed to have occurred when the Special Warranty Deed has been properly recorded in the official records of Ada County, Idaho. Failure to close by the scheduled Closing Date, unless extended in writing by seller and buyer, shall be considered a default under the terms and remedies of this agreement.

b) Closing Deposits, Fees and Proration's. On or before Closing, Buyer and Seller shall deposit in escrow with the Escrow agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The cost of the Escrow Agent's closing fees shall be equally divided between Seller and Buyer. All other expenses not specifically referenced in this Agreement and incurred by Seller with respect to this transaction shall be the responsibility of Seller. All other expenses not specifically referenced in this Agreement and incurred by

Buyer shall be the responsibility of the Buyer. Real property and similar taxes, rents, utility charges, homeowner's assessments and other customary expenses if not due shall be pro-rated as of the date of Closing.

c) Possession. Possession shall be delivered to Buyer upon Closing.

d) Risk of Loss, Condemnation. Risk of loss or damage to the Property shall be borne by Seller until the date of Closing. If the Property is or becomes the subject of any condemnation proceeding prior to Closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before Closing and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property subject to the condemnation claim. Seller agrees to notify Buyer of any condemnation proceedings within five (5) days after seller learns thereof.

11. DEFAULT AND REMEDIES. Should Seller fail or neglect to perform in accordance with the terms of this Agreement, Buyer shall be entitled to the return of the Earnest Money and all other rights and remedies as are available at law or in equity including the termination of this Agreement. Should Buyer fail to timely close the purchase of the Property through no fault of Seller, Seller shall only be entitled to the Earnest Money and any money paid to extend the Due Diligence Period.

12. MISCELLANEOUS.

a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer shall have the right to assign its rights and interests under this Agreement.

b) This Agreement, embodies the entire agreement between the parties hereto with respect to the subject matter hereof. No extension, change, modification, amendment or waiver to, or of, this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification, amendment or waiver made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing by both parties.

c) This Agreement shall be governed by the laws of the State of Idaho.

d) In the event it shall become necessary for either party to this Agreement to retain legal counsel to enforce any term, provision, condition, or covenant of this Agreement or to bring an action for damages, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy and/or other appeal proceedings.

e) Time is of the essence of this Agreement.

f) Seller and Buyer shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request, or as may be reasonably necessary, to consummate the transaction contemplated in this Agreement.

g) The representations and warranties made by the parties under this Agreement shall survive the Closing of the transaction contemplated herein.

h) All notices or other communications given with respect to the subject matter of this Agreement shall be in writing, and shall be served on the parties addressed as follows:

If to Buyer:
KG Global Development Company, LLC
Attn: David Gronbeck
1400 E. Kokanee Ln
Kuna, Idaho 83616
with copy to: gronbeck@kggdev.com

If To Seller:
Margaret M Hill Family LP
Attn: Gus Hill
1556 E. Locust View Ln.
Meridian, Idaho 83642
with copy to: 4skihill@gmail.com
lindsayhill98@icloud.com
jchill76@bellsouth.net

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier or (c) sent by personal delivery, in which case

notice shall be deemed delivered upon delivery. The above addresses may be changed by written notice to other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

i) Each individual executing this Agreement on behalf of any entity, hereby represents and warrants that his entity has duly and properly authorized the execution of this Agreement by such individual and that this Agreement is enforceable against his entity in accordance with its terms.

j) Both parties hereto have either (i) been represented by separate legal counsel, or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

BUYER:

KG Global Development Company, LLC

By: _____

Name: David Gronbeck

Its: Managing Member

SELLER:

Margaret M Hill Family, LP

By: _____

Name: Margaret M. Hill

Its: General Partner

Exhibit A

Kuna Hill
Commercial Parcel
Boundary Description
Project Number 10-15-125 August 25, 2016

A parcel of land situated in the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of the southeast quarter of Section 13, Township 2 North, Range 1 West, Boise Meridian (the section corner common to Sections 13 & 24, Range 1 West, and 18 & 19, Range 1 East);
Thence N88°45'41"W, 973.49 feet along the south line of the southeast quarter;
Thence N00°11'35"E, 48.01 feet parallel with and 973.33 feet from the east line of the southeast quarter to the north right-of-way line of E. Deer Flat Road, the POINT OF BEGINNING;

Thence N00°11'35"E, 925.34 feet parallel with and 973.33 feet from the east line of the southeast quarter to the center line of the Kuna Canal;

Thence 151.82 feet on a non-tangent curve to the right, concave southerly, having a radius of 500.00 feet, a central angle of 17°23'50", a chord bearing of S79°28'44"E, and a chord length of 151.24 feet, along the center line of the Kuna Canal;

Thence S70°46'49"E, 174.05 feet along the center line of the Kuna Canal;

Thence N00°11'35"E, 1753.96 feet parallel with and 660.00 feet from the east line of the southeast quarter to the north line of the southeast quarter;

Thence S88°51'58"E, 550.08 feet along the north line of the southeast quarter to the west right-of-way line of N. Meridian Road (Hwy 69);

Thence S00°11'35"W, 2580.24 feet along the west right-of-way line of N. Meridian Road (Hwy 69);

Thence S70°33'25"W, 62.28 feet along the right-of-way lines of N. Meridian Road (Hwy 69) and E. Deer Flat Road;

Thence N88°45'41"W, 844.81 feet along the north right-of-way line of E. Deer Flat Road to the POINT OF BEGINNING.

The above described parcel contains 41.66 acres, more or less

Page 1 of 1

BUYER:

KG Global Development Company, LLC

By: _____

Name: David Gronbeck

Its: Managing Member

3-1-18

SELLER:

Margaret M Hill Family, LP

By: _____

Name: Margaret M. Hill

Its: General Partner

3/7/18

City of Kuna

Planning and Zoning Commission
Findings of Fact & Conclusions of Law

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

To: Planning and Zoning Commission

Case Numbers: 19-08-AN (Annexation),
Black Rock Market Place

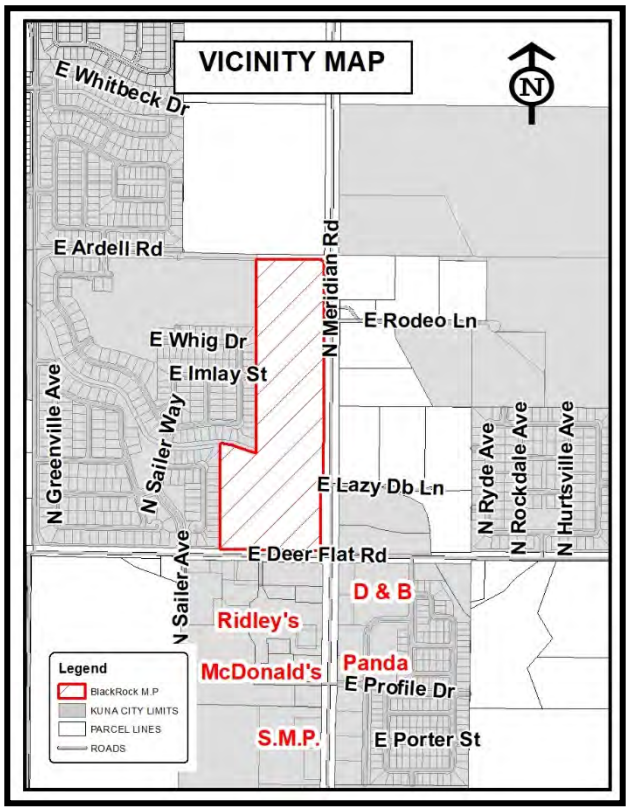
Site Location: 3001 West Ardell Road
Kuna, ID 83634

Planner: Troy Behunin, Planner III

Hearing Date: June 23, 2020
Tabled until: August 11, 2020
Findings of Fact: August 25, 2020

Owner: Margaret M. Hill Ltd. Partnership
556 E. locust View Ln.
Meridian, ID 83642
208.631.1521

Applicant/Engineer : SH69 Holdings, LLC
David Gronbeck
1400 E, Kokanee LN.
Kuna, ID 83634
208.3861.6664
gronbeck@kggdev.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. Comprehensive Plan Analysis
H. Kuna City Code Analysis
I. Commission's Recommendation

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexations are designated as public hearings, with the Planning and Zoning Commission as the 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	October 16, 2019 (2 people attended)
ii.	Agency Comment Request	April 10, 2020
iii.	400 Ft. Property Owners Notice	June 11, 2020 & July 31, 2020 (*Courtesy*)
iv.	Kuna Melba Newspaper	June 3, 2020 (*Tabled at the Hearing*)
v.	Site Posted	July 30, 2020

B. Applicant's Request:

SH69 Holdings, LLC requests approval to annex approximately (approx) 40.82 acres (ac) into Kuna City limits in order to develop the same lands utilizing two separate zones; the R-20, High Density Residential (HDR) & C-2 (Area Commercial) zones. The R-20 HDR is proposed to be approx 13.22 ac in size, and the C-2 (Commercial) is proposed to be approx 27.45 ac. The applicant will propose multi-family housing units within the R-20 zone in the future, and Commercial uses will be proposed within the C-2 zone, in the future. The site is located at the hard northwest corner of Meridian and Deer Flat Roads in Kuna, ID 83634, Section 13, Township 2 North, Range 1 West; (APN: S1313449900).

C. Site History:

Currently the parcel is zoned Rural Urban Transition (RUT) within unincorporated Ada County. Historically this parcel has served as two residences with the majority of the land used for Agriculture (Ag) purposes.

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 designates the approximately 40.82-ac site for Mixed-Uses.

2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map indicates a future pathway/trail through the subject site. Staff recommends the applicant be conditioned to connect to the pathway/trail within Winfield Springs/Sterling Heights to the west on the same side of the Kuna Canal to conform to the Recreation and Pathways Master Plan Map.

3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	C-1	Neighborhood Commercial – Kuna City
East	C-1 RUT	Neighborhood Commercial – Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size:	Current Zone:	APN:
HILL, MARGARET M FAMILY LP	40.82	RUT (Rural Urban Transition)	S1313449902

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – Kuna Rural Fire Dist. (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 two residences and a number of outbuildings to be removed at time of development on-site vegetation is consistent with that of Ag. fields. The sites have an estimated average slope of 1% to 1.4%. According to the USDA Soil Survey for Ada County, bedrock depth for the site is estimated to be greater than 60 inches across a majority of the proposed development area, however there are some areas where bedrock depth is between 20" and 40" along the northern boundaries.

7. **Transportation / Connectivity:**
The applicant proposes connections to a number of classified roadways in multiple locations; Deer Flat Rd., Ardell Road and Meridian Road, Kuna's Entry Corridor. Additionally, the project proposes two connections to Winfield Springs Subdivision, the first is with existing E. Imlay St and the second will be to the approved stub street phase 7.

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:
   - Kuna City Engineer .....Exhibit B-1
   - ACHD ..... Exhibit B-2
   - Boise Project Board of Control ..... Exhibit B-3
   - Community Planning Association of Southwest Idaho (COMPASS)..... Exhibit B-4
   - Kuna Rural Fire District ..... Exhibit B-5

E. Staff Analysis:

On September 26, 2019 Planning and Zoning staff held a pre-application meeting with the applicant, Public Works, the Parks Department, the Kuna School District, Kuna Rural Fire District and Kuna Police Department to discuss the project. The applicant held a neighborhood meeting with neighboring land owners within 400 ft of the proposed project area on October 16, 2019 where two persons attended. The meeting minutes as well as mailed materials have been included as a part of this application.

The applicant is proposing to annex the approximately 40.82-ac into Kuna City Limits. The parcel touches Kuna City Limits on the west, and south sides of the site; with the land owner consenting to the annexation, the land is eligible for a category "A" annexation. In accordance with the Mixed-Uses on the FLUM, the applicant proposes to incorporate a mixture of Multi-family housing and Commercial uses throughout the project. The applicant proposes to zone approx. 13.22 acres of the development to R-20 HDR. The remaining development area, approx. 27.45 ac is proposed to be zoned C-2 (Area Commercial).

This request is limited to the annexation of the land into Kuna City Limits, and assigning a zone to the property upon annexation. The applicant intends to follow Kuna City Code (KCC) and is requesting the R-20 zone to place a multi-family project onsite. If approved by Council, the R-20 zone will only require a Design Review application for the buildings, parking, landscaping and street lights for a Multi-family (MF) project. If the applicant intends to subdivide the land for each of the MF units, then the applicant will be required to submit a preliminary plat for approval by Council. Based on future Commercial uses, the applicant may need to apply for additional approvals which may include Special Use Permits and Design Review for all Commercial uses. The applicant will also be required to submit a preliminary plat in order to subdivide for Commercial uses which will be subject to Councils approval. Applicant is hereby notified that KCC 5-17 requires developments provide a certain percentage of useable open space for the residents along with a certain number of parking stalls, based entirely on the number of dwelling units. A dwelling unit is defined in KCC.

Staff notes the City Engineer states in his memo that Danskin Lift Station is nearing capacity, and staff recommends that the applicant be conditioned to/shall work with the City Engineer to ensure proper capacity.

With this proposed project, the applicant is proposing five (5) connections to classified roads. Two points on Ardell Road, an east-west major collector; one access on Deer Flat Road an east-west minor arterial; and three connections to Meridian Road a principal arterial also known as Kuna's Entry Corridor, and it is within the Overlay District. Additionally, the project proposes two connections to Winfield Springs Subdivision (See above for locations). The applicant is proposing two full ingress/egress and a RiRo (Right-in/Right-out) along their one-half

mile of frontage. Staff notes that with future development the applicant shall be required to install sidewalks street lights, roadway-improvements and other items in accordance with KCC 5-17-13 and 6-4-2.

If approved, a Design Review application for all commercial buildings, parking lots, signage, common area landscaping and open space will be required with future applications. The developer, owner and/or 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.

Kuna's Comprehensive Plan (Comp Plan) encourages a variety of all commercial types, housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan that address the above listed items are included below in Section G of this staff report. Staff has reviewed the proposed annexation request and finds the annexation and zoning requests are in compliance with KCC Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; the Kuna Comprehensive Plan and FLUM. The applicant shall be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends that if the Planning and Zoning Commission recommends approval of Case No. 19-08-AN (Annexation), the applicant shall be subject to the conditions of approval listed in section "I" of this report, and any additional conditions requested by the Planning and Zoning Commission.

F. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Comprehensive Plan.
3. Kuna Future Land Use Map
4. Idaho Code, Title 67, Chapter 65- Local Land Use Planning Act.

G. Comprehensive Plan Analysis:

Kuna Planning and Zoning Commission 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 1: Kuna will be economically diverse and vibrant.

Goal 1 A: Ensure Land use in Kuna will support Economic Development.
1 B: Support development of a skilled, talented and trained workforce.
1 C: Attract and encourage new and existing businesses.
1 D: Address and plan for economic expansion of the City and region.

Objectives:

1.A.2. Create commercial nodes and corridors that support development of economic opportunities that do not compete with downtown revitalization efforts.

Policies:

1A.2.d: Designate a sufficient quantity of land on the Future Land Use Map for commercial use.

Plan Implementation: (Pg. 18)

2. Develop true mixed-use areas and new commercial areas and employment centers.

Goal Area 2: Kuna will be a healthy, safe community.

- Goal 2.A: Maintain and expand an interconnected greenbelt, pathways and trail system.
  - Objective 2.A.2: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.
    - Policy 2.A.2.d: Work with private developers and landowners to direct expansion of the trails and pathways system throughout Kuna, including:

- Ensure appropriate polices and ordinances are in place to incentivize and require construction of new pathways and trails infrastructure as development and redevelopment occurs.
- Require all new neighborhood and subdivision developments to incorporate pathway connectivity within the neighborhood and tie into existing or anticipated pathways and trails.
- Clearly identify locations where trails and pathways infrastructure should be publicly accessible, and who will be responsible to provide regular maintenance for these areas.

- Goal 2.B: Maintain and expand parks and public gathering spaces.
  - Objective 2.B.1 Maintain and expand the parks system
    - Policy 2.B.1.b: Continue to require neighborhood park development through the subdivision development process.

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.
  - Objective 3.D.2: Create strong neighborhoods through preservation, new development, connectivity and programming.
    - Policy 3D.2.d: Work to ensure that all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.
- 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.B: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.
  - Objective 4.B.2: Maintain and expand sidewalks and pedestrian facilities within the community.
    - Policy 4.B.2b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.
    - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
    - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.
- Goal 4.C: Increase pathway, trail and on-street bicycle facilities to create an expanded and connected bicycle network.
  - Objective 4.C.1: Maintain and enhance existing pathways, trails and on-street bicycle facilities.
    - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
    - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
  - Objective 4.C.2: Ensure expansion of pathways, trails and on-street bicycle routes.

        - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.
- 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. 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 to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The Planning and Zoning Commission feels the site *is* physically suitable for the proposed development.

   Comment: *The approx 40.82-ac site appears to be suitable for the proposed development.*

3. The annexation and zoning 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 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 annexation and zoning request considers the location of the property and adjacent uses. The adjacent uses range from C-1, Medium Density Residential (Kuna City) to Rural Residential (Ada County).*

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

   Comment: *Correspondence from ACHD confirms that the streets are suitable and adequate for this project. Applicant shall work with the City Engineer to ensure lift station capacity in the Danskin lift station and shall work with the City Engineer for solutions if needed.*

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, hereby recommends *approval* of Case No*. 19-08-AN (Annex)*, a request from SH69 Holdings, LLC to annex approx 40.82- acres into Kuna City Limits with R-20 HDR and C-2 Area Commercial zoning districts subject to the following conditions of approval:

19-08-A (Annexation) During the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommended approval to City Council for Case No. 19-08-AN, a rezone request by SH69 Holdings, LLC with the following conditions of approval:

- Applicant shall follow all conditions outlined the staff report.

And;

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 connections.
    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).
    g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System (KMIS) of the City.
5. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.
6. Curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5, Chapter 17 and Title 6, Chapter 4.
7. Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
9. All required landscaping shall be permanently maintained in healthy growing conditions. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits and is required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
10. Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
11. *Applicant shall work with the City Engineer to ensure capacity in the Danskin lift station and work with the City Engineer for solutions if needed.*

12. All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
13. Applicant shall follow KCC 5-17 and provide the require percentage of useable open space for the residents which is based on the number of dwelling units.
14. Applicant shall follow KCC 5-17 and provide the require number of parking stalls, based on the number of dwelling units.
15. 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.
16. Developer/owner/applicant shall follow staff, City Engineers and other agency requirements as applicable.
17. Developer/owner/applicant shall comply with all local, state and federal laws.

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

Planning and Zoning Commission
Findings of Fact and Conclusions of Law

Based upon the record contained in Case No. 19-08-AN, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval of* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 19-08-AN, a request from SH69 Holdings, LLC to annex approximately 40.82 acres into Kuna City Limits with R-20 HDR zoning district.

If the Planning and Zoning Commission 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 No. 19-08-AN, 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 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: *The applicant held a neighborhood meeting on October 16, 2019 and two residents attended. Neighborhood Notices were mailed out to residents within 400 Ft of the proposed project site on June 11, 2020 with courtesy notices sent July 31, 2020, and a legal notice was published in the Kuna Melba Newspaper on June 3, 2020. The applicant posted sign a on the property on July 30, 2020.*

3. *Based on the evidence contained in Case No. 19-08-AN, 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, as well as the installation of pathways and open space. The proposed zoning districts are R-20 (High Density Residential) and C-2 (Area Commercial). The Comp Plan Map designates the property as Mixed-Uses.*

4. The proposed annexation application contains all of the necessary requirements as listed in Kuna City Code.

   Staff Finding: *Review by staff of the proposed annexation confirms all technical requirements listed in KCC were provided.*

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

   Staff Finding: *Correspondence from ACHD confirms that the streets are suitable and adequate for this project. Applicant shall work with the City Engineer to ensure Lift Station capacity in the Danskin lift station and possibly work with the City Engineer for solutions if needed.*

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

   Staff Finding: *Correspondence from Kuna Public Works notes the Danskin Lift Station is nearing capacity, applicant shall work with the City Engineer to ensure Lift Station capacity.*

7. The public has the financial capability to provide supporting services to the proposed development.

Staff Finding: *Correspondence from Kuna Public Works notes the Danskin Lift Station is nearing capacity, applicant shall work with the City Engineer to ensure Lift Station capacity.*

7. The public has 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 considers 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* Margaret M. Hill Ltd. Partnership *allowing SH69 Holdings, LLC 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 south and west.*

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

    Staff Finding: *The applicant shall submit a landscape plan with future applications for staff and the Design Review Committee's review.*

12. The applicant and/or owner of the property have the right to request a written regulatory taking analysis.

    Staff Finding: *Pursuant to Idaho Code 67-8003, the owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more than twenty-eight (28) days after the final decision concerning the matter at issue, the City shall prepare a written taking analysis concerning the action if requested.*

DATED this 25th day of August, 2020.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Troy Behunin, Planner III

City of Kuna
Planning and Zoning Commission
Findings of Fact and Conclusions of Law

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Based upon the record contained in Case No's 19-14-AN, 19-11-S and 19-32-DR, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-14-AN, 19-11-S and 19-32-DR, a request for annexation, preliminary plat and Design Review from WHPacific NV5:

1. *The Kuna Commission approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

   Comment: *The Kuna Commission held a public hearing on the subject applications on August 11, 2020, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case* No's 19-14-AN, 19-11-S and 19-32-DR *this proposal generally complies with the Comprehensive Plan and City Code.*

   Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No's 19-14-AN, 19-11-S and 19-32-DR, this proposal generally complies with the Kuna City Code.*

   Comment: *The applicant has submitted a complete application, and following staff review 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.*

4. *The Commission has the authority* to recommend *approval* for *Case No's 19-14-AN and 19-11-S, and the authority to approve Case No. 19-32-DR.*

   Comment: *On Aug. 11, 2020, the Kuna Commission voted* to recommend *approval for Case No's 19-14-AN, 19-11-S, and voted to approve 19-32-DR.*

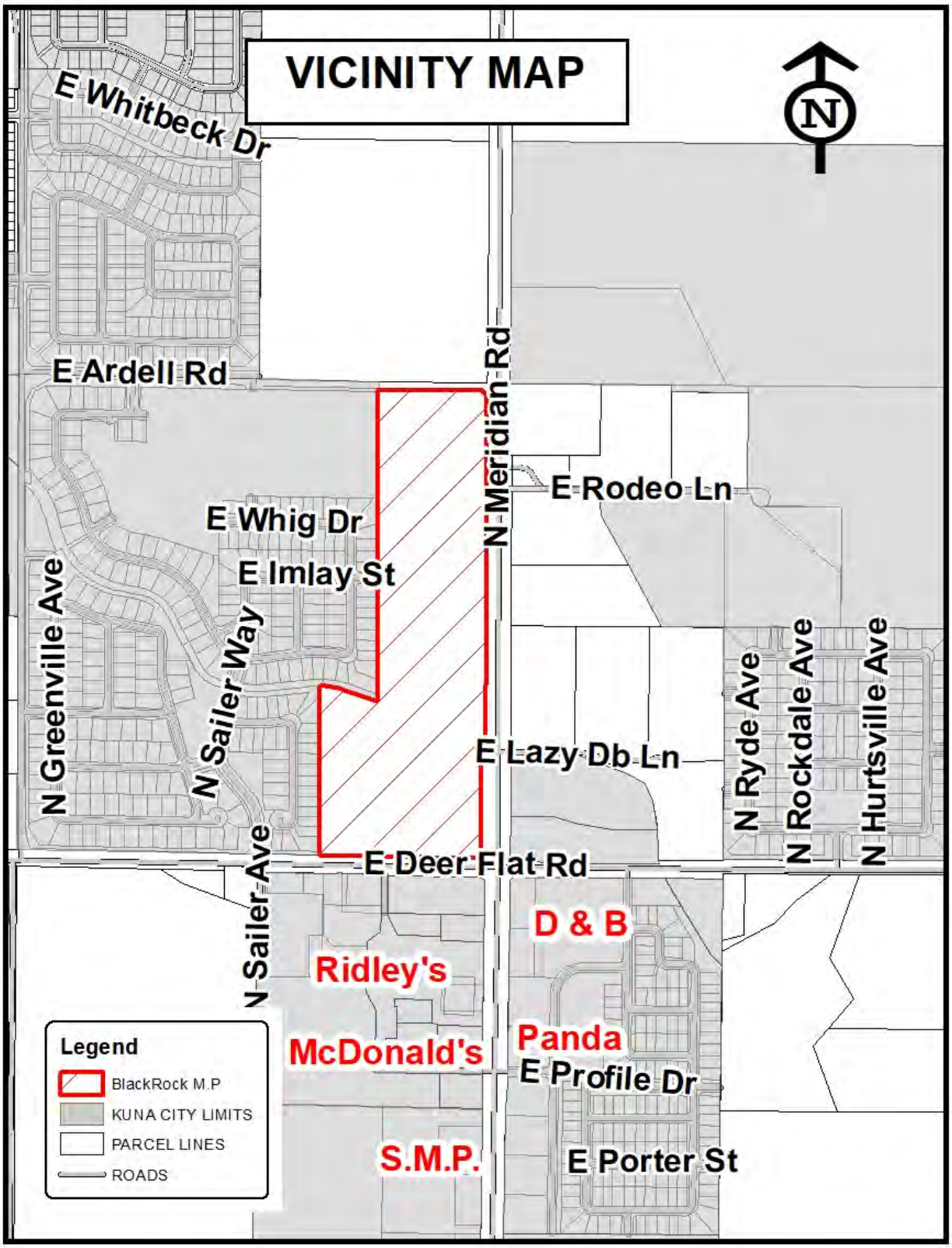
5. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

   Comment: *Neighborhood Notices were mailed out to residents within 450-FT of the proposed project site on July 2,2019, and a legal notice was published in the Kuna Melba Newspaper on June 17, 2020. The applicant placed a sign on the property on July 2, 2020.*

25th day of August, 2020.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:
Troy Behunin, Planner III


VICINITY MAP
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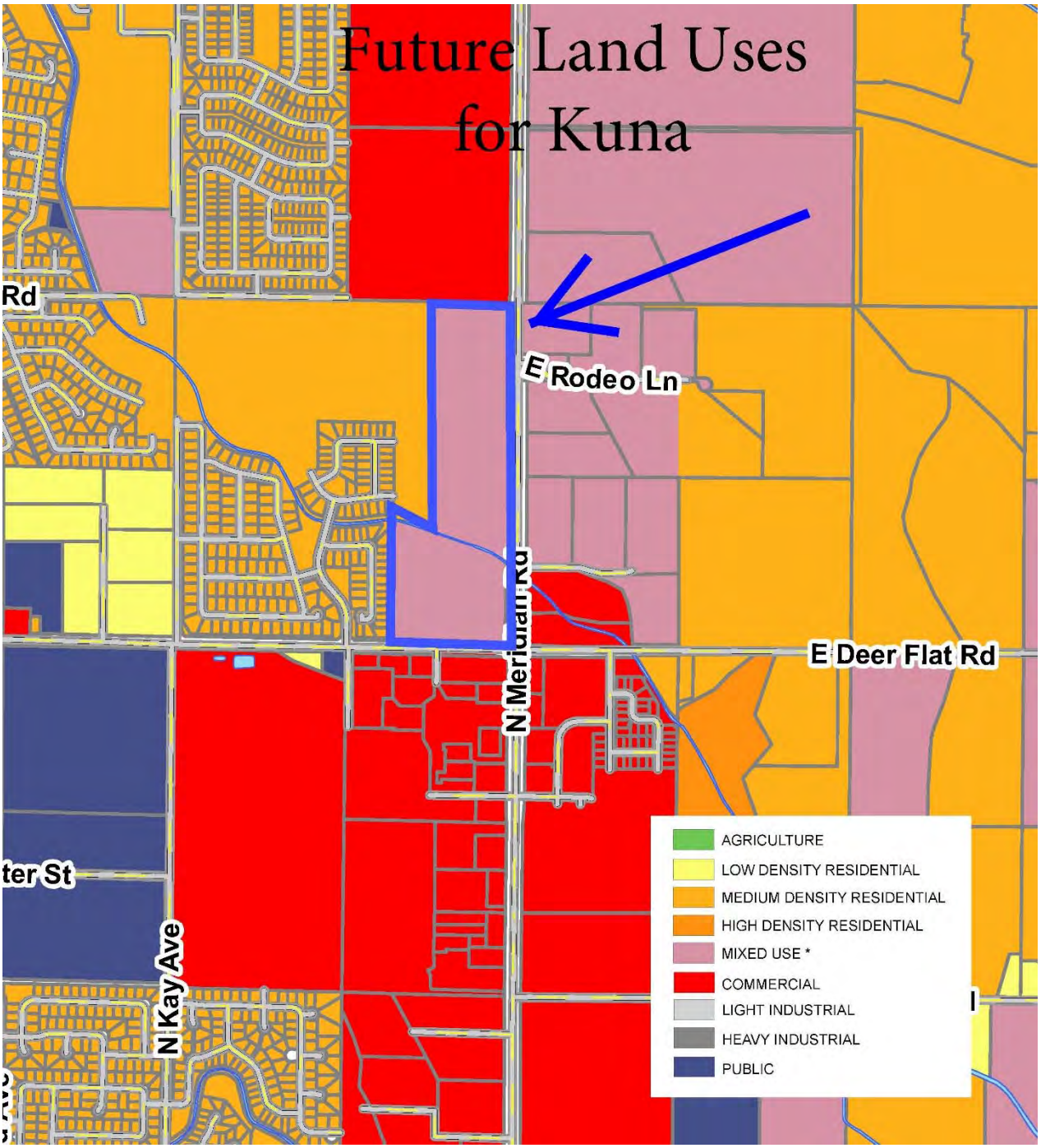
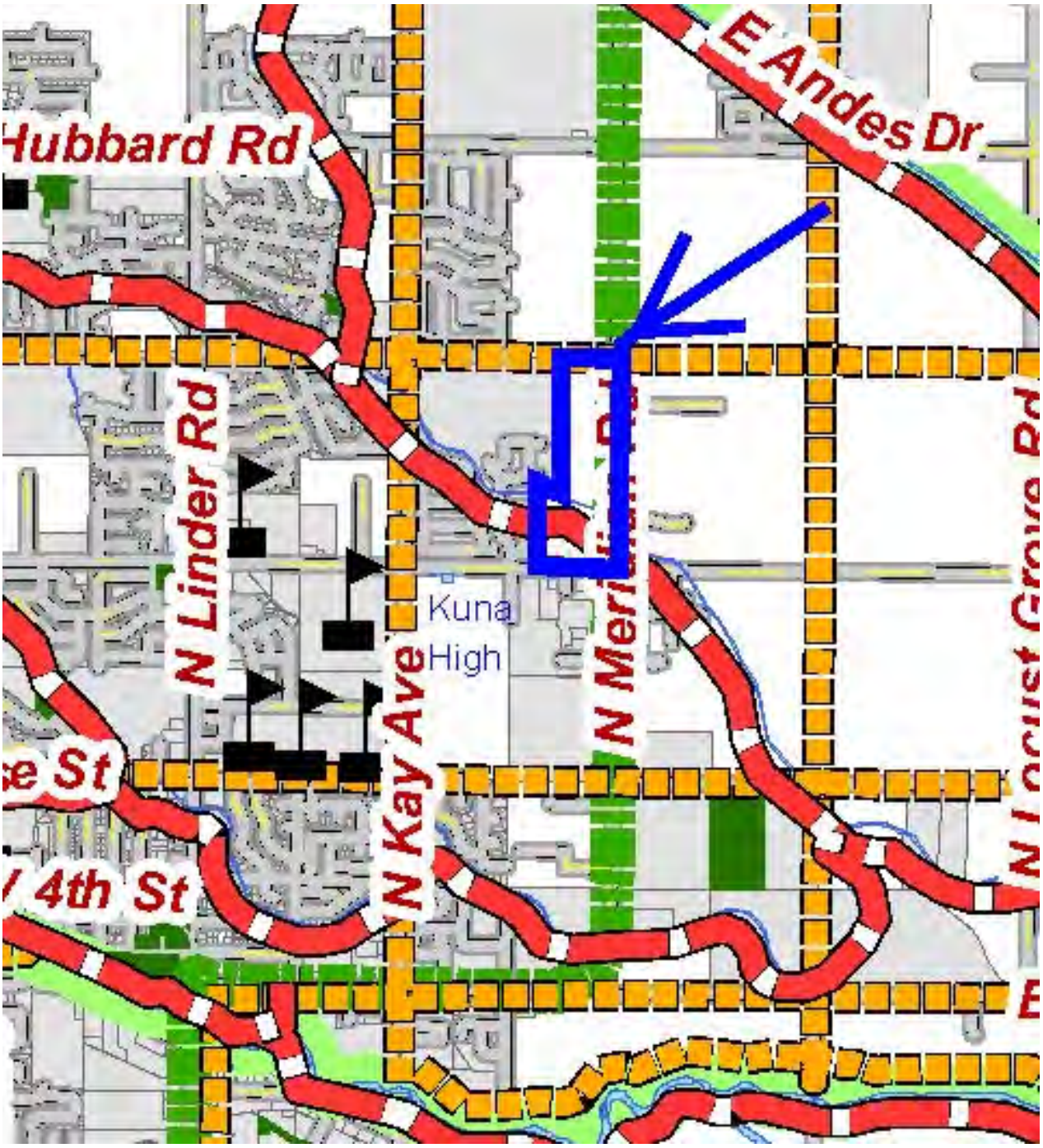
N Sailer Way
E Lazy Db Ln
N Ryde Ave
N Rockdale Ave
N Hurtsville Ave
E Deer Flat Rd
N Sailer Ave
D & B
Ridley's
McDonald's
Panda
E Profile Dr
S.M.P.
E Porter St
Legend
BlackRock M.P
KUNA CITY LIMITS
PARCEL LINES
ROADS


Future Land Uses
for Kuna
Rd
E Rodeo Ln
N Meridian Rd
E Deer Flat Rd
ter St
N Kay Ave
AGRICULTURE
LOW DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
HIGH DENSITY RESIDENTIAL
MIXED USE *
COMMERCIAL
LIGHT INDUSTRIAL
HEAVY INDUSTRIAL
PUBLIC


Hubbard Rd
E Andes Dr
N Linder Rd
N Kay Ave
Kuna
High
4th St

KUNA Planning & Zoning

Council Chambers | 751 W 4th Street, Kuna, Idaho 83634 | 6:00 PM

PLANNING & ZONING COMMISSION
MINUTES
Tuesday, August 11, 2020
6:00 PM

Per the Order issued by Central District Health on July 14, 2020, social distancing and face masks were required. Council Chambers audience occupancy was 15.

This meeting was also streamed Live on the City of Kuna Facebook page:
https://www.facebook.com/CityofKunaIdaho/

Public testimony was received on the cases listed under Public Hearings within this Agenda.

1. *CALL TO ORDER AND ROLL CALL*

COMMISSIONERS:
Chairman Lee Young – Absent
Vice Chairman Dana Hennis
Commissioner Cathy Gealy
Commissioner Stephen Damron – Absent
Commissioner John Laraway

CITY STAFF PRESENT:
Wendy Howell, Planning and Zoning Director
Troy Behunin, Senior Planner
Doug Hanson, Planner
Jessica Reid, Planning & Zoning Staff

2. *CONSENT AGENDA:* *All Listed Consent Agenda Items are Action Items*

A. **Planning and Zoning Commission Meeting Minutes**

1. July 28, 2020

B. **Findings of Fact & Conclusions of Law**

1. 19-11-AN (Annexation), 19-29-DR (Design Review) & 19-08-S (Preliminary Plat) Ashton Estates East

Commissioner Cathy Gealy moved to approve the Consent Agenda. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

3. *PUBLIC HEARING:*

A. **Case Nos. 20-01-AN (Annexation), 20-03-S (Preliminary Plat) & 20-07-DR (Design Review) Ledgestone South Subdivision - ACTION ITEM**

Doug Hanson: Good evening Mr. Vice Chairman, members of the Commission, for the record, Doug Hanson, Kuna Planning & Zoning Staff, 751 W 4th Street. The application before you this evening proposing to annex the approximately 97-acres into the Kuna City Limits. Of those 97-acres, the applicant has proposed to zone approximately 84% of the development site R-6 (Medium Density Residential) as defined via legal description. The proposed areas of R-6 will accommodate 291 standard single-family home lots. The remaining development area, as defined by legal description, is proposed to be zoned R-8 (Medium Density Residential). Similar to the original Ledgestone preliminary plat, Ledgestone South proposes to incorporate

102 alley-load lots. These single-family homes will face the street; however, driveway and garage access will be available from the rear of the house via a 20-foot wide public alley way. With 393 lots over approximately 97-acres, the overall gross density of the project is 4.07 dwelling units per acre (DUA). The net density is 5.56 (DUA). The applicant proposes 11.6% of the project to be dedicated to useable open space, which is compliant with Kuna City Code (KCC). Included in this project is an entirely new section of Ardell Road which will span from Stroebel Road to Locust Grove Road. Ardell Road is classified as an east-west major collector. Along Ardell Road the applicant has proposed a five-foot attached sidewalk. The sidewalk width requirement for Collector Roads is an eight-foot detached sidewalk with vertical curb and gutter. Staff would note that the applicant will be required to install curb, gutter and sidewalks on all roadways in accordance with KCC 5-17-13 and 6-4-2. Additionally, as a part of this application, there is an existing single-family home that is being included with the annexation proposal, however, this house and approximately 1.04-acres that surround it will not be included in the preliminary plat and will be listed as an out parcel on the plat. Ada County Highway District (ACHD) recommends the frontage along this site be improved consistent with the proposed improvements along Locust Grove Road and Ardell Road so there is not a gap in improvements. Staff agrees with this recommendation and will require the applicant to install curb, gutter and sidewalk in accordance with KCC 5-14 and 6-4. Ledgestone South sewage is anticipated to flow to the Patagonia Lift Station. The sewage is subsequently lifted to the Danskin Lift Station. At this time, neither lift station can support this project as they are currently configured. Staff would note that if the Commission recommends approval of this project, that the applicant be required to work with the Kuna City Engineer to provide a solution regarding the reaction of additional capacity. This condition has been provided as Condition No. 6 in section "I" of the staff report. Following review, staff has determined the annexation, preliminary plat and design review requests are within technical compliance of Kuna City Code, Idaho State Code and the Kuna Comprehensive Plan. 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. I will answer any questions you may have. **C/Hennis:** Any questions for staff? **C/Gealy:** I have no questions at this time. **C/Laraway:** No questions. **C/Hennis:** Thank you, and would the applicant like to present? **Jane Suggs:** Commissioners, nice to see you tonight, seems like I was just here not too long ago. Thank you, we were supposed to be here a couple of weeks ago and were not because we did not have our ACHD staff report; thank you for putting me on the agenda. My name is Jane Suggs, I work for Gem State Planning, 9840 Overland Road, in Boise and I am here representing Ledgestone South Subdivision. I think Doug did a really great job giving us an overview, I just want to reiterate that we meet the Comprehensive Plan for Medium Density and our preliminary plat meets all of the requirements of the City's zoning code; and the best thing, we agree to all of the conditions of approval. I am going to be a little brief because there are a lot of people out here wanting to talk. As you know, this project is a continuation of the Ledgestone Subdivision just to the north, and we have a vicinity map to show how they are connected. You will see that we are off of Hubbard between Locust Grove; you'll see the Ledgestone Subdivision which is under construction right now, we are getting the final plat approved so we can start building houses this Fall, we will continue to work into Ledgestone South and over to Locust Grove. The north-south collector is Stroebel Road, you'll

be familiar with Stroebel Road down near Deer Flat; we are going to extend that all the way to the extension of Ardell Road. The Ledgestone South subdivision is larger than the Ledgestone Subdivision but they are tied together; we plan for them to be seamlessly tied together and share amenities. As a recap, we are requesting annexation with two zoning designations, R-6 and R-8; the R-8 is just the front load lots, R-6 is the remaining lots. Another drawing I have shows the lot layout and that those R-6 lots meet the size requirements of R-4. You will see the areas in red, those are zoned R-6 but they are larger than the R-6 minimums, they are actually 6,600 square feet; they are not all 66-feet wide so I can't zone them to R-4. We are doing a nice mix of lots, in the blue are the R-8 lots; again, our Gross density is just over 4.04 units to the acre. We also have a landscape rendering I would like to finish up with, there are a few special features in Ledgestone South. We have a central park that is 3.69-acres that will include a neighborhood swimming pool which will serve the residents of Ledgestone and Ledgestone South; it will also include a play structure, a picnic shelter and some parking spaces. We are also including a 5-foot wide sidewalk along the north boundary where the ditch was, which runs half a mile and links the two projects. If you look at the original Ledgestone project that has a pathway along Mason Creek and you add this half mile, it provides substantial opportunities for people to walk. With the construction of Ledgestone South, we will add the mid-mile collector of Stroebel Road that runs from Hubbard, almost to Deer Flat, and we will construct the Ardell Road extension for about a half of a mile. Again, we are meeting the land use designation and the Comp Plan, requirements of the zoning code, subdivision requirements and we agree with the staff report. We request that you recommend approval to the City Council for annexation, rezone and preliminary plat and request that you approve our design review of the open spaces and landscaping. I will stand for any questions. **C/Gealy:** I have no questions. **C/Hennis:** I had a basic question, I remember reading the ACHD report and most of the traffic study; it seemed like ACHD first said the Traffic Study hadn't used the correct parameters, has that been worked out and are you in agreeance with the mitigation recommendations from ACHD? **JS:** Yes, that was earlier in the project where they sent an email that basically says, for all traffic studies, we have some questions. What had happened was even when they had completed their study, were in review of the study and in the process of writing their staff report, they wanted even more information from the traffic study; that is what held us up. The original traffic study was from October 2019 but they wanted more information and we worked with them. We do agree with those conditions and you will see we will be doing additional traffic study updates as the project progresses; at the 301 house there will be another and it will revisit that. **C/Hennis:** Ok, thank you. That leads us to the Public Hearing portion, I will go ahead and open the Public Hearing at 6:13 PM. There is one person signed up; has everybody signed up that wants to speak tonight regarding Ledgestone South? Ok, first up I have Roger Stagg; please come up to the microphone. As a reminder, everyone who testifies will be given three minutes to testify and after testimony, the applicant is able to address any questions. When you come up, please make sure to state your name and address for the record. **Roger Stagg:** I'm Roger Stagg, I'm here on behalf of myself and my wife Josette; our property is 2303 N Locust Grove Road. We are immediately south of Ledgestone South, their development is all of our northern and western property line; if I looked at the plat correctly, that is 29 homes against our property. First, I would like to read you a brief letter from my wife Josette, then I will add my comments and concerns; though I signed up under opposed and I hate to see a development this big right next to our rural living, I don't expect one property owner is going to stop the project so, it's more so requests. From my wife Josette: "Sadly, we no longer live on a quiet country road; the developments that are and have been approved made such an

impact on our rural roads, we find this impact devastating. I no longer feel safe going for walks as there is so much traffic and they go well beyond the 50-mph speed limit. Each and every new subdivision, of say 200 plus homes, adds 400 plus cars on the roads; and families of two or more children, most of which are school age. Our roads and schools cannot handle this impact, which means more school bonds to pass, more roads to widen and more accidents, etcetera. To the developers it means dollar signs; think about preserving some of the rural Kuna. Please consider the long-term effects of yet another subdivision in Ledgestone South. Josette M. Stagg" My comments in addition, when we moved there in 1992, there was more tractor traffic on Locust Grove than there were automobiles; that has already drastically changed and continues to change a great deal. There are frequent accidents at the corner of Hubbard and Locust Grove; my request, and this may go more towards ACHD, that there would be safety mitigation at Hubbard and Locust Grove whether that is a light, a 4-way stop or a roundabout. I would also request that Locust Grove, south of Hubbard, be reduced from 50-mph to either 35 or 40-mph; many cars go through there during high traffic hour, going well over 50-mph already. Any questions? **C/Gealy:** No. Thank you. **C/Hennis:** No. Ok, that is all I have signed up for the Public hearing. (*Roger Staggs comments from the audience).* **Jessica Reid:** I'm sorry, time has elapsed. **C/Hennis:** We will close the Public Hearing on that at 6:18 PM. Ms. Suggs? **JS:** Jane Suggs, Gem State Planning, representing Ledgestone South subdivision. I don't have any specific rebuttal to Mr. Staggs or the letter he read from his wife, but I understand a lot of changes have happened out here. We are making improvements where ACHD is requiring us to, along Locust Grove there is a need for left turn lanes above Hubbard Road all the way up to Amity; I don't know who is going to be paying for that or how we go about making that happen because it requires right-of-way and it's not adjacent to us. However, we will add traffic there and yes, many of those intersections will either be signalized are have roundabouts which what I think ACHD is preferring to do now. We participate in Impact Fees, I'm not sure if Kuna has the Cooperative Agreement with ACHD where we actually give additional monies; we will meet all ACHD requirements and will be doing traffic study updates as this develops. I don't think that our development would object to changing the speed limits but that is typically something that has to come from the city and from more than one property owner or just the developer. We have actually asked for that before too in other parts of the valley. Again, I don't have anything specific to respond; I respectfully ask your approval and recommendation of approval of our applications. Also, my door is open and my phone number is available if any neighbors would like to talk again. **C/Hennis:** To expand on what you said, I found in the ACHD report where it is suggesting mitigations done at that intersection pretty quickly; I think that will be part of ACHD's plan here in the future. **JS:** Your next project (*on the agenda)* actually abuts that area as well. **C/Hennis:** That brings us to the Commissioners discussion; is there anything specific? **C/Gealy:** *(Directed to Mr. Staggs)* I appreciate your concerns, providing your comments and taking the time to come here, however, your concerns will need to be addressed with ACHD. I suggest you contact ACHD with your concerns regarding traffic, we each have an elected representative on the Board of Commissioners for the Ada County Highway District. Growth does impact our schools as well, we are aware of that, and our School Board determines when we build more schools; they are also our elected representatives. The schools tend to be reactive to the growth because growth comes and then we need more schools. When we look at these subdivisions, I prefer to see amenities for the people who will be living in these subdivisions, and that they are created as neighborhoods. I also look for transitions as in transitional lots between different types of uses. While I recognize you will have 29 new neighbors on your north boundary, they've actually put larger lots there; the alley-loaded lots

which tend to be smaller, are an attractive product for people looking for affordable housing, and those tend to be inside the development. I appreciate the applicant and the developer are making efforts to address those concerns. I really don't have any other concerns about this development, it's a continuation of the first one and it's in compliance with the Comprehensive Plan; many of our citizens participated in creating our Comprehensive Plan, it's a new one and was just approved by City Council. **C/Hennis:** I appreciate it's trying to incorporate this southern development into the northern development. I think it's laid out well, I like where the amenities are, I like the open space; I think it's quite a bit better than the northern one. It gives good areas to connect, it gives good pathways, it gives good outdoor space; I like what they've done there. I think we are going to see in the next couple of items coming up that we're going to get an area for another school on the same side, Swan Falls High School will remove some of the pressure off of Kuna High School; I think it's situated itself to come in at the right time. The traffic mitigation seems appropriate to me and ACHD. **C/Gealy:** I noticed as you did, that the traffic study that ACHD did have some initial concerns about the traffic impact study but, there was an addendum included that addressed some of the traffic mitigation that would be required in the 5; 10; 15-year timeframe. **C/Laraway:** This is going to sound odd but, it is a good place for the subdivision for what we're talking about. Traffic is always going to be an issue anywhere you put a lot of homes; normally what ACHD does is after the subdivision is installed, they do reduce the speed limit. Your speed limit will most likely drop, to what I don't know, that's up to the Chief of Police and ACHD. The 4-way stops are coming, they are pretty much all around the county now. Unfortunately, there has to be so many crashes at an intersection before ACHD will install a traffic control device; I don't know what that number is there. I don't have any problems with it, its growth, growth is going to hurt some neighbors but it is growth. **C/Hennis:** I think they are appropriately trying to give a neighborhood feel, to give it amenities that we have been looking for in the city; they are not just plopping houses on an empty parcel, they are providing parks, swimming pools, landscaping, pathways and other amenities. **C/Gealy:** I would also point out that there are multiple conditions of approval; I did check that everything mentioned in the staff report are listed in the conditions of approval. I didn't see a need for additional conditions of approval. **C/Hennis:** The main one is to work with the City Engineer to work on the sewer lift station capacity. **C/Gealy:** Also, as a side, it is a phased development and will go in over 6 years.

Commissioner Cathy Gealy moved to recommend approval for 20-01-AN (Annexation) and 20-03--S (Preliminary Plat) to City Council for Ledgestone South Subdivision with the conditions as outlined in the staff report. Seconded by Commissioner Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Commissioner Cathy Gealy moved approve 20-07-DR (Design Review) for Ledgestone South Subdivision with the conditions as outlined in the staff report. Seconded by Commissioner Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.

Voting No: None
Absent: 2
Motion carried: 3-0-2

B. **Case No. 19-14-AN (Annexation), 19-11-S (Preliminary Plat) & 19-32-DR (Design Review) Patagonia East, Ridge, & Lakes Subdivision – ACTION ITEM**

Troy Behunin: Good evening Commissioners, for the record, Troy Behunin, Senior Planner, 751 W 4th Street, Kuna Planning and Zoning Department, Kuna, Idaho. The project you have listed, 19-14-AN (Annexation), 19-11-S (Preliminary Plat), 19-32-DR (Design Review), for the Patagonia Lakes, Patagonia Ridge and Patagonia East Subdivisions, is viewed as one project by staff even though they are adjacent yet split by Hubbard Road and Locust Grove. This is an annexation request involving multiple parcels which are all county parcels but, they are contiguous on the west side of the proposed Patagonia East and successively from there to the east. A map is shown on the front page of the staff report and there are additional maps throughout the packet. This is a Category A annexation request, applicant WHPacific-NV5 requests approval for the annexation, preliminary plat and design review; staff would note that the design review is up for your decision tonight and the annexation and preliminary plat are up for your recommendation to City Council. The applicant proposed to annex approximately 173.80-acres into the Kuna City Limits, using three different, all single-family, residential zones; there is R-8 (Medium Density Residential), R-6 (Medium Density Residential) and R-4 (Medium Density Residential), which is the border between medium and low density. The applicant proposes a multi-phased, master planned development. Applicant requests preliminary plat approval to subdivide the approximate 173.80-acres into, and up to, 561 single-family buildable lots; there are also 54 common lots and the applicant is working with the Kuna School District on at least 10-acre elementary school site. The applicant is also seeking design review approval for the common spaces, buffers, trails and parking for the project. The annexation is sought via an Affidavit of Legal Interest by the land owner who has request that the lands be annexed into the city. Kuna's Comprehensive Plan, a blueprint for the city, is a guide to help facilitate the development of lands within the City Limits; it does encourage a variety of housing, housing types and lot sizes for all income levels. The applicant seeks to develop various uses, including these multiple residential uses; they are proposing the school site and multiple private parks. The applicant is proposing public streets within the subdivision with all of the improvements required by the City of Kuna and ACHD; curb, gutter and sidewalk as well meeting the Kuna Rural Fire Districts requirements for roads and proposed stub streets to possible future subdivisions. With the large volume of walking/biking trails, they will reduce vehicle miles traveled and provide safer routes to school as well as provide a safe route to the open spaces and neighbors' homes. Staff does view that generally speaking, the project conforms to the Comprehensive Plan and the Future Land Use Map (FLUM), staff also finds the project appears to follow Kuna City standards and fulfills all technical requirements. Staff would like to note that all public roads will provide full right-of-way improvements on Hubbard Road, Locust Grove Road and all mid-mile collector roads; this is significant because we hear many concerns about traffic and want to point out that growth does pay for itself with these improvements. The subject property does require being connected to city potable water services and the Kuna Municipal Irrigation System (KMIS), or Pressurized Irrigation (PI), as well as city sewer services. The sewer will create a considerable burden on the Patagonia Lift Station, which then flows on to the Danskin Lift Station. The developer shall work with the City Engineer to participate in an engineered evaluation and solution of the Patagonia Lift

Station and any proposed improvements to the lift station to increase the force main capacity; this is listed in the Engineers Memo included in your packet. Staff has confirmed that after the packet was compiled and dispersed, the City Engineer and the applicant have discussed this matter multiple times and the applicant has agreed to work with the City Engineer for the Patagonia and Danskin Lift Station upgrade needs. The design review is for the landscaping, common areas and open spaces; staff finds that the landscape, buffers and open space generally meets and is in compliance with Kuna City Code; staff notes a reminder to the developer about landscaping that is noted in the staff report. Staff has determined that the preliminary plat and design review generally comply with the goals and policies of Title 5 and Title 6 of Kuna City Code, Idaho State Statute §67-6511, the Comprehensive Plan and the FLUM. If the Planning and Zoning Commission recommends approval of 19-14-AN and 19-11-S and approves 19-32-DR, staff recommends that the applicant be subject to the conditions of approval listed in section "I" of the staff report as well as any conditions the Commission deems necessary. I will sit for any questions that you might have. **C/Hennis:** Any questions for staff? **C/Laraway:** In the last subdivision we recommended approval for mentioned the sewage must be pumped to a lift station in Patagonia; is it this Patagonia or the original Patagonia? And my follow up question is if the new Patagonia will also pump to that? **TB:** That's a good question, the lift station mentioned is the Patagonia Lift Station that is in the original and existing Patagonia subdivision; it's on the southwest corner. **C/Gealy:** I have a couple of clarification questions and then had a letter to read regarding the school site. I read in the ACHD report that the Kuna School District had not yet decided that they were going to purchase that land, do you know if the developer plans to donate or sell the land to the Kuna School District? **TB:** There are some details that need to be ironed out; I have heard from the developer and the school district that it will be a mixture of donation and purchase. **C/Hennis:** When do you want to read that letter, as it is relevant? **TB:** I can read it right now if you'd like, I have copies to hand out to the Commission, or I could do it during the public testimony. **C/Gealy:** I think during public testimony is fine. I had another clarification question, the email from the Fire Chief, "All dead-end roads should be justified."; meaning they would be extended in the future, what's the timeframe, and if not, they need to meet standards of the Fire Code. Fitzroy dead-ends into private property; have you addressed those concerns with the Fire Chief? **TB:** I have spoken with the Fire Chief about this project, that is why it is listed in the Staff Analysis that they should be conditioned to work with ACHD, the City of Kuna departments, and the Kuna Rural Fire District for EMS. In addition, there is a catch-all phrase that states they must work with all applicable agencies, I believe that is the last condition listed. **C/Hennis:** Ok, would the applicant like to come up? **TB:** Commissioner Hennis, the applicant is attending via Zoom. **Bonnie Layton:** Good evening Commissioners. Is it possible to allow me to share my screen with the meeting? **TB:** Yes, Jessica will make that happen. **BL:** I have a few documents on my desktop to share; the illustrative site plan with an aerial photo as well as the connectivity plan; they will support the plan we have before you this evening. Good evening Commissioners, I am Bonnie Layton, Senior Planner at WH Pacific, 690 S Industry Way, in Meridian, Idaho, 83642. First, I would like to thank staff; Troy and Wendy have been a great help working with us on this project. This project was started prior to my employment with WH Pacific, so I am happy to be before you this evening to present this project on behalf of my client. I would like to reiterate that this project meets the standards of the Kuna Comprehensive Plan and City Code. As Troy mentioned, it is 173.80-acres with 561 single-family lots, 54 common lots, a 10-acre plus school site; three different residential zones with parks and connectivity. Generally speaking, we are in agreement with the staff report, Troy mentioned all of the issues I thought

I might need to discuss. I want to mention that this project started a couple of years ago, we had a neighborhood last September, submitted the application earlier in the year and then were on hold when COVID hit; things were drawn to a halt and during that time, my client acquired another 10-acres which helped to provide a better layout and addressed some of the issues from ACHD. We held another neighborhood meeting on June 4th and showed this updated plan; as the letters in the packet attest to, and previous testimony, I think it attests to traffic being a concern to neighbors out here. To address your point Commissioners, we will develop this project to ACHD standards and will try to mitigate traffic that is generated from our project. We provided these updated documents for the submittal and we did that because we wanted to be clear that everyone understood what the project was and had the most up-to-date information. At the neighborhood meeting I also suggested to the neighbors that if they had traffic concerns, to turn those over to ACHD and updated documents could be obtained from the city with our application; that was to attempt to avoid any confusion by having multiple plans floating around that may not be current. I wanted to make sure, especially because of the life of this project, I just wanted to make sure it was a clean and thorough submittal. Another exhibit we put together is to show connectivity; in the top corner you have the original Patagonia and then how this project connects into that with pathways. There's a great network of walking paths and biking trails for people to get around in this area. There will be various remedies for the residents here just like we do in the original; we've earmarked some areas for that for the residents. There is alley loaded lots that provides a higher density here and here; we have also complied with ACHD on how you enter and exit depending on the class of loads. We have tried to address all of the issues brought up my ACHD, we agree with the conditions of approval; we will work with staff on the Lift Station, as Troy mentioned, and as we move forward through development. With that I respectfully ask on behalf of my client, that you approve our project; we believe it will be an asset to the community of Kuna. With that, I will stand for any questions. **C/Hennis:** Thank you. Does the Commission have any questions? **C/Gealy:** I have no questions. **C/Laraway:** I do have a follow up question; I need to be educated on this. Back to the Lift Stations, it says here that the Patagonia Lift Station is not going to support the amount of sewage that is going to be coming, and it says that we are going to 'request' that the Engineer participate; my question is, is that something that I need to make in a Motion? That this is looked at or is will it be taken care of by City Code? **C/Hennis:** That's actually in our conditions, as Troy was saying, they will be required to abide by the City's recommendations in the Engineers report but it is also a line item. **C/Laraway:** Thank you. **TB:** To summarize Commissioner Laraway, it is actually listed as condition no. 14, and it is specific to the sewer capacity. **C/Laraway:** Ok. Thank you. **C/Hennis:** With that I will open the public hearing at 6:54 PM. I have a couple of people listed here to testify, the first being Christi Horton. If you would come up to the microphone and state your name and address for the record please. **Christi Horton:** Good evening, Christi Horton, 2291 E Hubbard Road, Kuna, 83634. I did submit a previous testimony addressing our questions and concerns, I am opposed to the annexation and the preliminary plat approval for the Patagonia East, Lake and Ridge Subdivisions. Many of us don't seem to get involved in all the Planning and Zoning meetings until it affects us personally, however, with all of the proposed subdivisions being brought before the board these days, our community is taking a stand with huge concerns on whether this area is ready for this rapid growth. I, as well as many outlying neighbors, ask you to please look and study this plat carefully. I'm an agricultural homeowner/farmer on the southeast corner of Hubbard, our family has proudly been a part of this community since my grandfather homesteaded here in 1935. Proposing to put that many houses on an agricultural

type area will totally take away the country type atmosphere we have had and are desperately trying to hold onto. On a personal level, I currently share a well with the potential buyer, I will lose my current driveway; I have a lot of questions. Many questions need to be addressed; why is the density on the north side of Hubbard Road so different to the south side? I have had many neighbors ask if this applies with the Comprehensive Plan. What information, and we've touched on some of this tonight, is provided for water, sewer and city services? What plans are provided for runoff water on the adjoining property. I have emergency response issues with the ingress/egress, does the fire department approve? There's a lot of houses there with one way in and out. There are huge concerns with the traffic increase; how is that going to be handled? What are the ACHD plans? Which was touched on tonight and I know they need to speak for that. When will they take effect? On January 22, 2019 at the Kuna public Planning and Zoning hearing, Jane Suggs reported that a 4-way stop at Hubbard and Locust Grove would be put in as well as widening of Hubbard Road; there is a partial widening going in to the Patagonia Subdivision and that is it. There are no stop signs and there have been many accidents on that corner, which is at the beginning phase of Patagonia; many of us as neighbors have witnessed and helped with those. This needs to be stopped or at least slowed down, especially at this point; Kuna has enough subdivisions going on, these roads are not ready for the growth and emergency services is a huge concern. Way too many houses are proposed, save what agricultural land we have and support our farmers and our way of life. **C/Hennis:** Thank you very much. **C/Gealy:** Thank you. **C/Hennis:** Next up on the list is Danny Horton, did you want to testify? You marked not to but I just wanted to make sure. (*Mr. Horton indicated he would not*). Ok. That's all I have signed up to testify; was there anybody else for the Patagonia Subdivisions that would like to testify and hasn't? With that I will close the public hearing at 6.58 PM, Bonnie Layton will now have her opportunity. **BL:** Thank you Chairman, I just want to reiterate that this project is in compliance with the Comprehensive Plan. We do understand the concerns of the adjacent residents, especially as it comes to traffic issues; we believe they have been addressed with ACHD, as was mentioned, even in the previous application. I know Ms. Suggs was in the audience earlier, I'm not sure if she is still there, she was the one who conducted the original neighborhood meeting when she was employed with WH Pacific; I took over her position at the end of last year. I have records from that and that was all submitted, generally speaking, we do believe this project is in compliance and we'll work with the agencies to solve any of the issues or requirements that they have of us. I thank you for your time this evening. **C/Hennis:** Thank you. At this point…. actually, we missed Mr. Behunin and the letter. **TB:** I will pass out the letter to the Commission quickly. Reading into the record, an email from David Reinhart, a spokesman and representative for Kuna School District No. 3. The email is dated August 11th, 2020: "Dear Commissioners, I apologize for not being able to be with you this evening as our Board of Trustees is meeting. I am writing on behalf of Kuna Joint School District #3 and our Board of Trustees. We study growth rates and housing patterns at a detailed level. Because of this we know, if our growth patterns hold true, we will need another elementary school east of Meridian Road and, ideally near Hubbard Road within the next 5 years. We have worked a number of times with the developers of Patagonia regarding the land that is before the Commission tonight; they have in their master plan, a section of approximately 10-acres set aside for a school. We have kept the Board apprised of this land and they are open to considering a donation or partial sale for the future use of a school. While the developers have been open to talking, to this date we do not have a proposal to consider. Therefore, Kuna School District is not to be assumed to be a part of this project. We have significant concerns about the growth in this area with no firm partnership with a developer to

assist with land as other developers have so generously offered. Without this land, any bond for a building would have to be increased by $1 Million or more for land and infrastructure. We are not in a place that we want to ask voters for money for land and infrastructure if at all possible. Our Board welcomes offers of land but they must be specific and reasonable. Thank you for your time this evening. Please direct any questions you may have to me. David Reinhart, Assistant Superintendent for School Support Services, Kuna Joint School District." I have had a conversation with Taylor Merrill, who is also present tonight, he represents the developer, and I have continued emails with David Reinhart; they are open to a partial donation/partial sale. There aren't any details worked out yet, however, the developer's representative did tell me today that they should have everything finalized, ready for signatures, before the City Council public hearing (*for this case*). The School District will still work with the developer and the developer still wants to work with the School District. **C/Gealy:** Can you tell me, of the 173.8 acres, there's 21.93 acres of open space or 16.59%; can you tell me if that includes the 10-acres of the school site? **TB:** Bonnie, are you there? Could you answer that question? **BL:** Good evening Commissioners, I believe it does include that, I'm just flipping through my numbers. On the school site, working with my client, just to reiterate, we believe that the school site is a huge amenity for the community, but also for our project and our residents. This is something we are very motivated to make happen. To follow up with more detail on the open space, in our preliminary plat document on the coversheet, our total open space is 28.83-acres and that includes the school lot; common areas that are 19-acres and that gets us to a percentage of 16.59; useable open space of 12-acres; and gives us a total of 29.93-acres. **C/Hennis:** Thank you. **C/Gealy:** I have another question for the applicant, Mrs. Horton mentioned that she shares a well and will lose her driveway; what is the applicant's intention on how to address that? **BL:** Commissioners, I am unclear on her losing her well or driveway, I'm not understanding that. Troy, I believe, has had some conversations with her. Troy, have you spoken with her? I have not had specific conversations with her. **TB:** I have not had any conversations with anybody other than Ms. Gina Russell who is a neighbor to the north of Patagonia East; I have not spoken with Mrs. Horton. I have read her letter and the letter from her husband, those were included in the packet, but other than that, I have had no contact. **BL:** Members of the Commission, if I could follow up? We would be providing City water to her and are willing to cooperate with any water concerns that she would have in that regard. **C/Hennis:** Ok, thank you. **C/Gealy:** Could I ask another question about the school site? Would it be your intention then to provide infrastructure to the school site as you are providing infrastructure to the development, such as water, sewer, trash, electric, roads? **BL:** Members of the Commission, thank you for the questions. Typically, we would have, like any other requirements, the services stubbed to the site; the details have yet to be worked out between my client and the School District. However, we would do at least was expected for any other adjacent parcel in accordance with the development. **C/Hennis:** With that we have Commissioners discussion. **Jessica Reid:** Excuse me Commissioners, could you please correct the time for the closing of the public hearing. **C/Hennis:** I will close the public hearing at 7:10 PM. As for Commissioner discussion, I think traffic mitigation has been a main concern; how will we deal with the increased traffic? ACHD does have some projects in the works in the next number of years, a roundabout at Hubbard and Locust Grove; some interim signals and 4-way stops. I'm not sure exactly of the timeframe or phasing but that's already part of their plan. The City Engineer will work with the applicant to remedy the Lift Station issues; other than that, as long as they can work out an agreement with the school site, which is important. I think we may want to condition that prior to City Council, it is remedied; I think they need that

information in front of them to make an accurate decision. The open space is laid out pretty well; the connectivity between the two projects is well. There's good transition to the north with the small lots in the south and the larger lots near the neighbors; I would have liked to see more of that in the south, but it seems to be laid out pretty decently. **C/Gealy:** I have another question for staff; what is the Comprehensive Plan requirement for open space for this size of development? **TB:** They exceed the open space requirement for the useable open space. **C/Gealy:** Yes, but if we excluded the 10-acres of the school site? **TB:** The developer should be very motivated to work with the School District because without it, there would be no mixed component and the useable open space would not meet the requirements. **C/Gealy:** I'm concerned because the implication in the application is…. I assumed it was a donation and was part of the open space, thus, would meet the open space requirement. But it's not a donation and it doesn't seem as though the school site has been resolved so, it's possible they might not meet the open space requirement, then they would not be providing one of the amenities indicated. **TB:** You're correct, without the school, the open space requirement would not be met so, there would essentially not be a project. Much is riding on the donation of the site and sale of the land. Not every developer is the same as others and do not donate the entire parcel, some work it out with a sale. **C/Hennis:** My question in regards to that and the open space with donation vs sale is, if it is donated it can be construed as open space in their project however, if the parcel is sold, it would have a different owner; how then does that open space contribute to Patagonia? **TB:** Because it is all part of the same project coming forward at the same time. **C/Hennis:** But it's not their property. **TB:** It's like with Ledgestone where there is an outlying property; I can give examples of 7 or 8 other projects. The farmer no longer wants to farm so he sells the property as part of his retirement but doesn't want the 2-acres around the home to not be a part of it so that he doesn't have to be help to the covenants, codes, requirements or restrictions of a subdivision; this would be the same. The owner of the property is getting approval for this and after, that's when the sale/donation would take place; technically speaking, the owner is taking the ground through the public hearing process, and it will become a public amenity. It really is no different than when other projects include a City Park; the city doesn't take ownership until after it has been developed after it is an approved project and moved forward. **C/Hennis:** Ok. **C/Laraway:** This is kind of confusing to me; this proposal is based on open space or the school, right? **TB:** Correct, it is a large part of the open space. **C/Laraway:** For this to move forward right now, to me, we would have to have some kind of commitment from the developer that it was going to be donated to the School District. I understand that the School District must be involved and say they'll take it, but shouldn't that be worked out before it goes to the City Council? **TB:** That was the request of the developer this afternoon, that it be conditioned to reach an agreement because without the donation/sale, the project falls flat due to not meeting the open space requirement. They are going to have to do something; if we get to City Council and the developer removes it, then they will not get the approval because they have not met the Conditions of Approval. I am the one that does the landscape inspections to ensure that the project has been built to the requirements and conditions set forth, our department makes sure. **C/Laraway:** Ok, thank you. **C/Hennis:** Thank you. **C/Gealy:** There was one other point of clarification, and it came up in some of the letters from the public and also Mrs. Hortons testimony, regarding irrigation. My understanding is irrigation runoff is the responsibility of the property owner. In this case, if you have water running onto the developer's property, that is your responsibility, and if the developer has water running onto your property, that's the responsibility of the developer. **TB:** Yes, it's a state law. **C/Hennis:** Yes, you have to keep your water on your own property. **C/Gealy:** So, if you have

issues or concerns with that, you should bring them to the city staff. **C/Hennis:** The same with irrigation, anytime anyone has irrigation rights, you cannot impede it. I think that as long as this school/open space piece of the project is situated then…. That's a big portion. **C/Gealy:** Are you ready for a Motion?

Commissioner Cathy Gealy moved to recommend approval 19-14-AN (Annexation) and 19-11-S (Preliminary Plat) for Patagonia East, Ridge, and Lakes Subdivisions with the conditions as outlined in the staff report as well as the additional conditions that the applicant work with the neighbor regarding the well and driveway and keep staff apprised of those conversations; and the developer and staff work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Commissioner Cathy Gealy moved to approve 19-32-DR (Design Review) for Patagonia East, Ridge, and Lakes Subdivisions with the conditions as outlined in the staff report as well as the additional conditions that the applicant work with the neighbor regarding the well and driveway and keep staff apprised of those conversations; and the developer and staff work with the School District to resolve the 10-acres that may or may not become a school site, prior to the next City Council meeting. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Dana Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

C. **Case No. 20-13-DR (Design Review) & 20-03-SUP (Special Use Permit) New Eagle Christian Church – ACTION ITEM**

Doug 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. The applicant Rennison Design, on behalf of Eagle Christian Church, seed a Special Use Permit to operate a church, and Design Review approval for the approximately 16, 983 square foot church building, parking lot, and landscaping located on the northwest corner of N Ten Mile Road and W Ardell Road, Kuna. The design review application proposes metal paneling for the walls of the waste enclosure; KCC 5-5-6 states that enclosure walls shall be constructed with concrete masonry unit block. Staff recommends that if the Commission approves this project, the applicant be conditioned to change the trash enclosure wall material to meet KCC. This condition has been provided as condition 15 in section "I" of this report. Staff has determined that this application complies with Title 5 of Kuna City Code, Comprehensive Plan and Idaho Code. With that, I will answer any questions you may have, thank you. **C/Hennis:**

Any questions from the Commissioners? **C/Gealy:** I have no questions, thank you. **C/Laraway:** No questions. **C/Hennis:** Do we have the applicant present? Please come up and state your name and address for the record. **Brian Liquin:** Good evening Mr. Chairman and members of the Commission, my name is Brian Liquin with Rennison Design, 410 E State Street, Eagle, Idaho, 83616. Thank you for having me tonight, I would like to thank staff, especially Doug and Troy, for their leadership; they have been great and the City has been great in general, to work with. We believe this is a good project, this property has been posted for some time that a church is or might be coming so, we are excited to be part of that venture and I think it will be a great addition to the City of Kuna. We have tonight Justin Sturgeon with New Beginnings Christian Church, which has been operating here in the area for 19-years; through a joint venture, New Beginnings will be leading the Kuna campus of Eagle Christian. The Special Use Permit: why a church here? I believe we are within the focus areas of the Comp Plan: building an economically diverse community; providing safe spaces for people to gather; enhancing a key arterial corridor; providing a resource for cultural and religious learning; promoting citizenship; and complimenting the surrounding uses and the city's Future Land Use Map including, mixed use, residential and commercial. There are also other tangible benefits of having a church: encouraged virtue; community engagement; civic responsibility; help families decide where to live and help choose this community; and they play a vital role at the local level in providing charitable opportunities, helping the poor and promoting volunteerism. The vicinity map gives you a feel for where we're at. Here is our phased approach to the site; putting a church near the corner with the parking surrounding, then with the Teed Lateral to the north, is a perfect opportunity to have a softball field. We're showing Phase 1 being the church and a portion of parking to the west, and Phases 2 and 3 with a time to be determined in the not too distant future, based on how the congregation grows. For clarification, the churches overall square footage is 22,400 with about 16,983 square feet base level and approximately 5,000 on the second level. This shows the future planned roundabout; this is our engineers slide that has a level of detail beyond the time we have here. Bottomline, the planned drainage swills on the landscape and civil plans, are very shallow, they are only going to fill with 12-inches to 19-inches of water, so they aren't big depressions. We have a couple of items that need to be pursued, this is an ACHD issue and we are requesting a second point of access. You can imagine a singular point of access 30-feet wide on Ardell Road at peak times, could be a serious point of congestion; we understand in dealing with ACHD and Doug, that in order to pursue an additional point of access on Ten Mile, we need to engage in a traffic analysis, which we are pursuing now. Whether that be a right-in-right-out (RiRo), or full turns access, that is something we feel is beneficial not just to our project but to the neighbors. The second point, the road width, we are proposing to comply with the ACHD requirement for road width and paving, which requires widening the paved surface to 17-feet plus 3-feet of shoulder, and then barrow pit into our detached sidewalk; whereas the City of Kuna staff has recommended full pavement out to vertical curb and gutter. The three-fold that we are proposing to stick to the ACHD requirement is because, the Cazador Subdivision to the east, is paved at the 17-foot width with the shoulder and barrow pit; more importantly, it's a considerable added cost for the church to try to afford that extra paving. Here is a quick shot of what we propose, we have been in conversation with ACHD directly, and highlighted in red, ACHD has specifically requested that we not install the curb and gutter at this point with the roundabout in the near future, in mind. I have a proposed modification to the conditions. Design Review: Our site has lush landscaping, a wide array of trees and shrubs, we have lots of buffer on both streets with grass sod, the softball field; we have well designed patio areas. 25-foot light poles throughout,

LED lighting and put on a timer so they are only fully illuminated for the times that they are needed. Contemporary architecture with unique masking of the building, a nice mix of natural colors and durable materials. The front of the church face is to the west and would be all stucco in a Grecian ivory color, wood toned cement board on some of the elements and is very durable. Also, brick veneer and a unique trellis structure and canopy on front of the entry; some roll-up doors and then as you round the building, the primary building material remains Grecian ivory but is switched to the Allura wall siding which is a fiber cement siding. The signage will be by separate permit but we do have image national working on signage, this image was a placeholder. What we would propose respectfully, is that the staff analysis possibly be modified into a condition along these lines: Ten Mile Road shall be widened per ACHD site specific Condition of Approval No.4, which is, widen the pavement on Ten Mile Road to a minimum of 17-feet from center line, plus a 3-foot gravel shoulder abutting the site, which is consistent with the roadway improvements approved for Cazador Subdivision, and also with ACHD's pavement widening recommendations. With that, I can take any questions. **C/Laraway:** No questions. **C/Hennis:** I don't have any questions at this point, I think you explained that pretty well. **C/Gealy:** Thank you, I have no questions. **C/Hennis:** Thank you. Ok, with that, I'll open the public hearing at 7:33 PM. I have just one person listed on the sheet in favor, but not to testify. Justin Sturgeon, do you still not want to testify? **Justin Sturgeon:** I'm the pastor at New Beginnings Christian Church and we're partnering with Eagle Christian on this project, I just wanted to be present. **C/Hennis:** Ok, thank you. With that, I don't see anyone else; is there anyone else here that has not signed up that wishes to speak. With nobody, I'll close the public hearing at 7:34 PM; there will be not rebuttal so, we'll go into Commissioner discussion. **C/Gealy:** I think it's a good location. I don't have any concerns with the design. **C/Hennis:** I think it's a nice-looking setup, it's laid out well, landscape is very nice. The new age architecture is something different; I guess the only question I have for staff is the recommendation change for the roadway with regards to ACHD's recommendations. I think that has some conflict with our City Code. **DH:** City Code does call for the 8-foot wide sidewalk, curb and gutter as well as the Master Street Map and our plan for the future roadways of Kuna. It calls for that because, we don't want through the Ten Mile Corridor or any roadway in the city, to have piecemealed parts, we want uniformity for improvement in the city; in addition to that, Cazador was approved in 2016, that was well before the Comprehensive Plan was established. Staff would continue with the recommendation that it be improved as a 48-foot improved road section. **C/Hennis:** What about the are in regards to the future roundabout? **DH:** That is ultimately ACHD's decision, it would help if they had a definitive date on when that roundabout would be created, but since that hasn't been provided it's difficult to say that the roadway shouldn't be fully improved. We don't know when that will actually happen; without a specific date it will be hard to say. **C/Hennis:** Right, understood. Thank you. **C/Gealy:** And it seems the applicant also needs to work with ACHD in respect to a second access on Ten Mile. **DH:** That's correct. **C/Hennis:** How do we feel about the proposed change versus our City Code? Especially with regards to an area that might get torn up in the near future or not near future; I guess that's something that we need more information on. This is our approval or denial for this, it doesn't go to City Council, we're the final say. **C/Gealy:** I know sometimes ACHD will require a trust to help offset their costs. I'm torn, I understand what the applicant is saying, why do these improvements if it's just going to get torn up? At the same time, we need sidewalks so, I don't see that there is an advantage to putting in a narrower sidewalk and a barrow ditch; something has to be improved around that corner. **C/Hennis:** Well, I think this is more than just the corner too, we're looking at the length of the

project as well; that's why I think it's a considerable amount of money between the two. Again, with property development, consistency in the city and City Code, I'm not sure what choice there is. I can see it not being in the roundabout area if it's in the near future but, I think the rest of it still has to be developed. The only thing I can see is in the area to work with ACHD to try and figure out when this is going to occur so that there isn't an expense there that is avoided by being ripped out. **C/Gealy:** Do you have any thoughts? **C/Laraway:** We run into this ACHD thing quite a bit so it's hard to foretell what they are going to do. It seems like when we approve these things, we have to wait and see what ACHD does but, I don't think we can do that. We need to look at what's in front of us and anticipate that ACHD will do the best for the citizens of Kuna as it goes along. **C/Hennis:** I think it's more along the lines of if it will be more along the lines of 1 – 5 years or 15 – 20 years. **Troy Behunin:** For the record, Troy Behunin. Just so you know, I was the planner for the two subdivisions that are actually on the east side of this, one north of Ardell and one south of Ardell. Those subdivisions are being developed right now, Ardell will be fully improved from Ten Mile to Linder and connected with pavement and improvements within the next 2 – 3 weeks. If it's not on ACHD's radar for improvements in the next couple of years, we're already too late; basically, that means three of these four corners are going to be developed. You are welcome to make a condition that they work with staff and ACHD for that but, there are several other projects, including the one at Linder, where they were approved for one thing and then ACHD came back and said they were putting in a roundabout and they had to modify their plat. I believe earlier that it was testified that there is wide lush landscaping, it seems like there might be some built-in room for a future roundabout but, they at least have an idea of where the roundabout is going to go and staff would be happy to work with ACHD and the applicant to make that happen. You are right, we do need improvements, this is our next presentation corridor and three of the four corners are going to have an improved road surface and development within the next year. **C/Laraway:** I also think that this is going to be a Sunday operation, so the traffic should be somewhat minimal compared to Monday – Friday where everybody is trying to get to work; that's a plus. As far as ACHD improvements, are they talking roundabout, traffic light, we don't know. **C/Hennis:** I thought I saw somewhere in there that there was a background with a roundabout. **C/Laraway:** I saw the roundabout, but again, the 4-way stop is going to be cheaper and faster; I don't know what they'll do, but again, thank gosh this is a Sunday operation, traffic should be minimal. **C/Gealy:** The condition as it stands is curb, gutter and sidewalk, attached and detached, shall be installed in accordance with Kuna City Code Title 5, Chapter 17; that's the condition that's there now. **C/Hennis:** Maybe we just modify that condition that the applicant, City and ACHD work together and just do what's necessary until their traffic mitigation at that corner is figured out. It's like Troy said, there should be a plan on that so, they should be able to say if they are going to do that within the next year to two years, that way it saves expense on a fair amount of that corner. That's the only suggestion that I see that's appropriate. **C/Gealy:** I'm wondering if we could include not necessarily a condition but certainly, the applicant could work with staff regarding the timing of the curb, gutter and sidewalk. Then depending on what you find from ACHD, to address the concerns of city staff and the code, that the improvements are made within a timely manner but not to be duplicated either. I'm not even sure that's a condition, I just think that's probably what needs to happen here. I'm not willing to condition the ACHD curb, gutter and sidewalk. **C/Hennis:** I agree with you and I think your wording there was along the lines of what I was thinking; to work with them on the phasing to make sure that we aren't duplicating or just putting something in just to remove it within a year. **C/Gealy:** Does that necessarily need to be a condition or is it more of a

suggestion? **C/Hennis:** I think it does because our condition right now says they need to put in curb, gutter and sidewalk in; so, if they are going to put that in in phase 1 when the church is going to be and then rip it out when they possibly put a roundabout in, I think it's inappropriate. I think it's just the conversation they need to have about phasing; just the proposed phasing of the site, maybe do the same with the appropriate curb and sidewalk and such. **TB:** What we have done with other recent projects is on classified roadways, like Ten Mile and Ardell, typically we recite what City Code is; curb, gutter, sidewalk and road widening, no barrow ditches, period. You put in the appropriately sized sidewalk because it's like you said Commissioner Gealy, if we don't require developers to put in sidewalk because there's no sidewalk out there, then we'll never get sidewalk based on that premise. If nobody puts in sidewalk because it's not there, we'll never get it. What we typically do is recite what City Code is and if, at the time of development, if the developer goes to ACHD and says the city is requiring us to put in curb, gutter and sidewalk, ACHD will then come to us and say they don't want it because A, B or C; we have a capital improvement plan or a road trust or something else we are working on, or, or, or. In the event that ACHD not accept vertical burb and will not accept road widening, then the city will work with ACHD on a barrow ditch, however, ACHD is all about function. We do not allow gravel, gravel is not an acceptable groundcover so, on the sidewalk side of a barrow ditch it needs to be grass with a water source and then the roadside may be dirt or gravel, whatever ACHD will accept. We will work them on that, but that is our standard condition; there are also two other subdivisions going in west of this and this is their only way to get to Ten Mile unless they go through two other neighborhoods. On the south side of Shayla, there are two more subdivisions going in, Ten Mile is becoming an increasingly busy corridor and I would be surprised if ACHD doesn't have a plan of what is going in there. ACHD has a roundabout, they just have to put it in and say this is what everyone is doing. I don't know what the timing is. **C/Gealy:** Thank you. **C/Hennis:** I think what he is trying to say is that even with the conditions as they are put…. **C/Gealy:** There still may be some modifications. **C/Hennis:** Yes. **C/Gealy:** And the staff will work with ACHD and the applicant. I don't see any reason to modify the conditions. **C/Hennis:** Then I'll stand for a motion. **DH:** Staff would recommend to put in an additional condition that applicant work with staff and ACHD on traffic analysis to determine the feasibility of a secondary driveway access off of Ten Mile Road. **C/Hennis:** Oh, I thought it was in there. **DH:** It's discussed in the staff analysis and ACHD staff report but it was not listed as a condition in our staff report.

Commissioner Cathy Gealy moved to approve 20-03-SUP (Special Use Permit) and 20-13-DR (Design Review) for New Eagle Christian Church with the conditions as outlined in the staff report and the additional condition that the applicant will work with staff and ACHD for a Traffic Impact Study regarding the possible secondary access on Ten Mile Road. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

D. **Case No. 20-01-V (Variance) Harry Knox Lot Split – ACTION ITEM**

Doug 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. The applicant, James Hallingshead, is seeking approval of this Variance request in order to create parcels smaller than the minimum lot size permitted within the Central business District through the Lot Split process for Ada County Assessor's parcel No. R5070001086, located at the northeast corner of W Main Street and N Avenue D. If approved, this Variance would grant the ability for the applicant to submit a Lot Split Application as a public meeting item to the City Council. Staff has determined that this application complies with Title 5 of Kuna City Code and Idaho Code. With that, I will answer any questions you may have. Thank you. **C/Gealy:** I have no questions. **C/Laraway:** No questions. **C/Hennis:** No from me either. Is the applicant present? If you would like to come up and present anything more, please state your name and address for the record. **James Hallingshead:** I'm James Robert Hallingshead, 443 S Wagontown Ave, Kuna, Idaho, 83634. I am the representative for Mr. Harry W Knox, III, his family has owned the building since the '50's I believe. Originally the building was Idaho State Bank, sometime in the '50's they built an addition on the back and it is currently Kuna-Melba News. In around 1930 the white building at the end was built and in the late '50's – early '60's the open area was filled in with a central building. He wants to split into three lots which would be the white building, Country Cuts, and then Kuna-Melba News and Edward Jones would be one as they currently share a bathroom. The reason Mr. Knox wants to split them is because he is going to sell Parcel A as it is surveyed, the white building on the north end of the lot, to me and possibly Parcels B & C in the future. We are hoping to get the entire area repaired and a little more functional through owner vestments, so by splitting it he will give the tenants opportunity to invest into the property and make it more attractive to the community and market itself. Any questions for me? **C/Gealy:** I have no questions. **C/Laraway:** No, thank you. **C/Hennis:** Thank you very much. With that I will open the public hearing at 7:54 PM. Seeing nobody signed up in any of the categories, is there anybody here that would like to speak that hasn't signed up already? With that, I will close the public testimony at 7:55 PM. That brings us to Commissioner discussions; I think this one is a little bit different but it is straightforward. **C/Gealy:** I have no concerns. **C/Hennis:** I think it sounds reasonable as it's three buildings put together. **C/Laraway:** That was my hesitation. If we are going to grant the Variance, are there improvements coming to that site with that approval? **C/Hennis:** It sounds like it. **C/Laraway:** That's what I am saying, is the investor or the owner going to invest in it either way or only if the Variance is passed? **C/Hennis:** From what I read in the application, it seemed like it wasn't financially advantageous to invest in it without the Variance. **C/Gealy:** The Variance is really because of the size of the three lots. **C/Hennis:** I think the miss by 100 square feet, or something. **C/Gealy:** Right, they're not quite 1,000 square feet, they're 900; well one of them is. **C/Hennis:** If there are no issues then I'll stand for a motion.

Commissioner Cathy Gealy moved to approve 20-01-V (Variance) for Harry Knox with the conditions as outlined in the staff report. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

E. **Case No. 20-01-ZC (Rezone), 20-02-S (Preliminary Plat) & 20-05-DR (Design Review) Sera Sole Subdivision – ACTION ITEM**

Troy Behunin: For the record, Troy Behunin, Kuna Planning and Zoning Department, Senior Planner, 751 W 4th Street, Kuna, Idaho. The application before you tonight for the Sera Sole Subdivision, is a rezone, preliminary plat and a design review for the common spaces and open lots. The preliminary plat and rezone are for your recommendation to City Council, and the design review is for your approval or denial or conditional approval this evening. The applicant, Penelope Constantikes with Riley Planning, is requesting a rezone of two parcels within Kuna City Limits that are currently zoned Agriculture, to the R-6 (Medium Density Residential) zone. Many people are unaware of the fact that this parcel was approved back in 2006 as a subdivision and was actually part of the Local Improvement District (LID); it was excused from the LID but the project still remained and was still valid for a couple of years. However, it did fall down and all these years later, they are coming back with their subdivision request; it is similar to what was previously proposed but there are some significant differences. The applicant is proposing to rezone approximately 19.22-acres from Agricultural to R-6; the site on the Future Land Use Map (FLUM) does designate these parcels as a mixed use, however, these two parcels have very limited frontage. You can view that limited frontage on the preliminary plat or landscape plan, and as such, because of this limited and unowned property, staff views that it does comply to the FLUM because the parcels that adjacent to Swan Falls Road, are being reserved for future development if they so choose; those would be the commercial or public uses. It doesn't make any sense to put commercial behind homes when it needs frontage on a major road. They are proposing a Gross density of 4.05 dwelling units per acre (DUA), with the Net density being 5.61 DUA, which is under the allowed 6 DUA with the R-6 designation. They are proposing 11 common lots that total 2.83-acres or approximately 14.7% total open space; Kuna City Code (KCC) open space requirements do require that 50-100 dwelling units, you must devote at least 7.5% of the open space to useable open space. Staff notes that the applicant has chosen to put a useable open space in Lot 35, which is at the southernmost part of the preliminary plat. In concert with the City Engineer, staff does recommend that applicant be condition to work with the City Engineer because some of that is devoted as a retention pond to take care of the needs of the subdivision, however, in the open space requirements it does say that you can use some of the retention pond for your useable open space; the applicant must work with the City Engineer on this to make sure that they reach that 7.5% of useable open space. I believe that is a condition at the end of the staff report because it is very important to maintain that proper open space requirement. Staff does note that in the preliminary plat that is proposed, there is a portion of Swan Falls Road that would need to be improved and we would be happy to work with ACHD and the applicant on just how much needs to be improved, but certainly there needs to be acceleration and deacceleration lanes and at least curb, gutter, some sidewalk and road widening. There were no stub streets provided from subdivisions to their south or to their west and so we are not requiring that they provide them since there are homes in the way. To the north is a light industrial parcel and because those traffic uses do not mix, we would also support no connection there as well. Staff was unable to locate any proposed locations of streetlights, we would just like to point out that streetlights are required to be LED lights, must fulfill dark sky requirements and work with the Public Works to identify what those wattages are, they have to be spaced appropriately at 250 feet. A design review for the common spaces has been included and staff notes that any areas next to the common area require either an open fence such as wrought iron, or they must be a 4 foot solid with a 2 foot lattice on top to provide some type of safety measure for the inside of the subdivision; the perimeter fence is required to be a 6 foot vinyl fence. Kuna's Comprehensive Plan does encourage a variety of housing types for all income levels and it also

encourages open space and pathways; staff finds that this generally seems to follow the Comprehensive Plan, the goals and policies of the City, and the open space requirements. Staff acknowledges that Commissioner Gealy did point out that in Section F there were a few typos which staff has corrected and will be updated for the Findings of Fact. With that, I will sit for any questions. **C/Gealy:** Thank you. **C/Hennis:** I have no questions at this time. **C/Laraway:** Not at this time. **C/Gealy:** I just have a concern and that is, there's really not a transition between the light industrial to the residential; I did read the comments of the applicant regarding how the land lays, but I'm just concerned that there seems to be a very abrupt change from industrial to residential. Although it is light industrial, I wonder if there is anything we can do to mitigate that? **TB:** Certainly, there is. I believe the Economic Development Director submitted a letter and the applicant submitted a letter of response to that; she and staff share the same concerns that perhaps there needs to be at least something back there to mitigate any future uses. Right now, it's a largely unused Lot, however, they have been in to talk with us about other uses in the last three of four years; it ranges from expanding the pallet business to having an RV storage yard. It's up to this body to come up with something that you feel comfortable with as a Condition of Approval stating that there needs to be something back there or something else; maybe deeper lots with heavy landscaping. **C/Gealy:** Thank you. **C/Hennis:** With that, do we have the applicant here tonight? Ah! Go ahead and come up and state your name and address for the record please. **Penelope Constantikes:** Thank you Mr. Chairman, for the record, Penelope Constantikes, PO Box 405, Boise, Idaho, 83701. The applicant and the project team have reviewed the comprehensive staff report provided by staff and agree with the conditions of approval. I would like to mention that Troy and the other planning staff are always very helpful and very professional. **Jessica Reid:** I apologize for interrupting, could you please hold the microphone closer? **PC:** Sure. As Sera Sole Subdivision received City approval in 2007 as mentioned by Troy, the proposed plat is almost identical to the proposed subdivision with the exception of a storm water facility that was originally proposed in the southeast corner; we've moved that to the interior of the site to allow for a future commercial lot, it's the only part of the site that is adjacent to Swan Falls Road. This subdivision will include 78 new building lots for single-family, detached traditional residences. Given its proximity to downtown Kuna, no new regional infrastructure will be needed, and provides future residents the ability to easily support downtown Kuna businesses by bike or by walking. Additional right-of-way will be dedicated to ACHD for future improvements to Swan Falls Road and an 8-foot wide sidewalk will be added to the west side of Swan Falls to improve pedestrian facilities adjacent to the site. I also wanted to add that our open space as proposed with the subdivision, is almost double what is required by Code. The essential services are close, thus reducing vehicle miles traveled by future residents. This development provides a variety and location to choose from when moving to Kuna. As an in-fill development, this project supports good land use planning in a variety of ways. The commercial site at the southeast corner of the site has an opportunity to fulfill the designation for mixed use in this area. The applicant has water rights and would be happy to pool the amount of surface water needed to provide the site with pressurized irrigation. Sera Sole meets the Comprehensive Plan vision and complies with Kuna Code with the implementation of the conditions of approval. The slope of the site is essentially from north to south and the placement of the open space is a reflection of that site geometry. If a pathway is ever implemented along the Kuna Mora Ditch, this open space would be ideally located. To facilitate future access to the planned Zamzow's Park, the applicant will include a connection to the northwest corner of the site from the interior of the subdivision to add connectivity to the future park. The staff report and ACHD staff report did not identify any deficiencies with the proposed subdivision. The additional right-of-way along the frontage will contribute to future road improvements to Swan Falls Road. The COMPASS review of the project identifies the positive attributes of the project including,

pedestrian usability; proximity to jobs, fire and police services all within 1 – 1.5 miles of the site; proximity to public school facilities; proximity to park facilities; and proximity to grocery services. Finally, the project will not contribute to the consumption of farmland. A neighborhood meeting was held on February 1st, and property owners and residents within more than ¼ of a mile were notified; 5 individuals attended the meeting, representing 4 households, only one attendee did not live along Swan Falls Road. The trash along the ditch is unfortunate, however, the ditch area is offsite and not part of the proposed subdivision; perimeter fencing will be constructed with the development. This development will contribute to the future improvements of Swan Falls Road; I think that's an important item. The requested zoning designation is consistent with the surrounding area and this development will complement the surrounding residential density and architecture. The applicant and project team believe that the proposed Sera Sole Subdivision adheres to the applicable zoning codes, and the site is suitable for the proposed development. The project will not create an environmental hazard or cause any health problems. Sera Sole will not create a detriment to the present or future surrounding uses, and utilities are available to serve the site. The applicant will comply with all the conditions of approval, including required letters, installation of services, protection of other irrigation water users, installation of street improvements, street lights and fencing, and landscaping installation and maintenance. I would like to add that the site geometry plan that was submitted with the application, identifies streetlights and fire hydrants; I would be happy to hand this off if you all would like to look at it. Mr. Chairman, would you like this? **C/Hennis:** That has to be submitted to the City first. Thank you. **PC:** There is an existing Development Agreement, and the applicant will work with staff as needed to update the DA. The applicant and team will address the combination of open space and storm water retention, to maintain the proper open space provided in the subdivision; open vision fencing will be installed where needed. The applicant is also happy to work with staff in the district to implement any acceleration or deceleration lanes that appear to be required or needed. An updated landscape plan will be submitted to staff, and the team will work closely with the Kuna Fire Department to meet their standards for second access to the site. With regard to the transition to the north, the Comprehensive Plan identifies that area as future downtown Kuna so, I made an assumption that as the downtown area expands, the kinds of things like pallet factories might not be on deck anymore; perhaps I'm incorrect on that but, I know the Kuna Comprehensive Plan shows an expansion of the downtown area southward towards our site. We'd be happy to add a heavy landscape buffer along the north boundary if that is what you would like to see done for a transition. With that, I would be happy to answer any questions you have. **C/Gealy:** Just a point of clarification, the park to the northwest, is that what you said? **PC:** Yes ma'am. **C/Gealy:** Sorry, I'm not aware of it. **PC:** Mr. Chairman, Commissioner, it is the proposed Zamzow Park; there was some discussion mentioned in the letter from the Economic Development Director, and she referenced that future park; so, we'll put a connection, a pathway connection in from the interior of the site up to the northwest corner so that when other development occurs, and that pathway gets extended, people can get to the Zamzow Park without going out onto the public street. **C/Gealy:** Thank you. **C/Hennis:** I have no questions. **C/Laraway:** No questions. **C/Hennis:** Thank you, your presentation actually answered several of my questions. **TB:** Commissioner Hennis, I did receive a number of emails that I would like to hand out when you are ready for the public hearing portion. **C/Hennis:** I was just about to open it up; I will go ahead and open the public hearing up at 8:18 PM. Troy, please go ahead and hand those out. **TB:** Would the Commission like for these to be read or would you like to take a moment and read them? **C/Gealy:** Does the applicant have copies as well? **TB:** The applicant has been given these copies, yes. **C/Gealy:** I'll read them but I will need a minute to do so. **C/Hennis:** Yes, we'll take a couple of minutes to read them. Ok, we have several people that are signed up to testify that are not marked to testify or not to testify so, bear with me. Mr. Tom Bevan, did you

with to testify or not? **Tom Bevan:** No. **C/Hennis:** Ok. And Penelope, you already have. So, Ramon Herrera, if you would come up; you will have three minutes to provide your testimony, please state your name and address for the record. **Ramon Herrera:** Ramon Herrera, 664 S Willow Springs Place. We are opposed to this new housing development because of an increase to traffic downtown and Swan Falls, it's literally ridiculous to think we could do that at this current design. Our country roads have been turned into parking lots because of this increase in housing and developers haven't been held accountable to help with financial burden. This housing addition also takes away the home of migrating ducks that have lived at *(unintelligible)* for years. Adding homes of this magnitude also brings the question, where will these kids go to school? The School District would be left for us to pay as taxpayers and not the burden of the developers. If the housing should increase down south of Kuna, I challenge Kuna to provide better access across the tracks and fix an already big problem; how do First Responders get back there in case of emergency when the train is stopped? I have set there 15, 20, 30 minutes at a time and waited for the train to leave; we don't have access back there and it's ridiculous to think that First Responders can actually get there, an increase to population only poses a bigger risk. The last thing I would like to add is, to only have one means of egress in and out of the new neighborhood is reckless and a bad design; the developer should be challenged to at least provide better access for emergency responders so that my house doesn't burn down. **C/Hennis:** Thank you. **C/Gealy:** Thank you. **C/Hennis:** Homer Mason? **Homer Mason:** No. **C/Hennis:** Ok, you don't wish to testify. Becky Higgs, come on up. **Becky Higgs:** For the record, my name is Becky Higgs and my letter to you was on behalf of me and my husband, we did write it together this morning. I want you to know that we just bought property on 704 S Willow Springs Place at the end of May and we didn't have time between our home in northern California and here; we came home last night to this notice which is the first I have ever heard about this at all. I've heard a great deal so far so; I have to edit a lot of what I already wrote because I had so many questions; I had to go from no information to getting really schooled today. Honorable Councilmen and Women, I will have to edit a little bit here. I see that the proposed subdivision is rural, there is to be 89 lots, I know 78 of them are to be housing. All fire and emergency medical support is north of the railroad tracks; these are all things I have had to find out really quick and with that development…. I'm a Critical Care Nurse, I worked in Critical Care my whole career, and one of the most important things we talk about when I worked in ICU, CCU, ER, when I worked with Paramedics and First Responders, is response time. That is absolutely what drives emergency medicine, and what I have learned is that the response times here are extremely dubious; that to me, I am blown away because I just found this out today. Now we're talking about proposing and putting on to Swan Falls Road, all of these people; do they know what I just found out today? Are they going to be told about these response times? Are they going to be told about this? Are they going to be told that? I look at Swan Falls Road and it doesn't have sidewalks, it doesn't have shoulders, it doesn't have anything, and people zoom back and forth; it's already so highly traffic and so quickly trafficked, 78 houses just being shoved out onto Swan Falls Road is ridiculous. To say that it's an R-6, and in my letter, I asked what's R-6? I also schooled myself in that and looked up the Ada County zoning districts and got that so, I see that R-6, and I also read a prior letter from the developers that they were saying that they were liked sized lots they were putting in. (*Timer sounds.*) Oh no! That's terrible because they aren't even close to the size of our lots so, there's high concentration. It's untenable. **C/Hennis:** Thank you. Ron Piper, it looks like you changed to not testify? **Ron Piper:** Yes. **C/Hennis:** Ok, thank you. Josh Golden? Go ahead and state your name and address for the record. **Josh Golden:** My name is Josh Golden; I live at 612 S Willow Springs Place. Most of our court is going to be affected by the neighbors behind us. I know in the presentation we talked about being a buffer between light industrial and the housing, and it's not even the north side of this property that is considered light industrial;

we've got J&M Sanitation right across the street. This field has always acted as that buffer between light industrial and now the housing areas, I understand that housing is just going to grow, but this field has been so critical in that separation between downtown Kuna, the railroad tracks and the light industrial, then starting to be homes. It was mentioned about a flock of ducks always using it, but we also see other birds of prey use this field as hunting; they nest in the towers right next to the development. We've seen crane, pheasants and all kinds of agricultural in this lot. We talked about the Zamzow Park, that's way by School Road, nowhere close to this development; I don't see where a pathway could be built on land that is already owned by somebody else. The common area that is already in our development where the water spillway is, is also used as a common area in our community and the other subdivisions right in there. We use that area for watching the fireworks for Kuna Days, this development will get a good show, but that was a huge gathering area for the community; there would be at least 100 – 200 people in that common area to watch the fireworks. Swan Falls Road was mentioned, yes it does need a lot of work, and where they are proposing an entrance, there is a pretty good-sized hill right there, you cannot see traffic coming over either side. If you're having 78 homes with their traffic turning in, some are coming off roads that are 50 – 55 MPH and they are coming into town, that hill alone is going to cause a hazard. **C/Hennis:** Thank you. So that is all that I have listed to testify, does anybody…. (*comment from audience).* Sorry, you can sign up and ask the question if you would like to. Ok, you're Mr. Mason, correct? **Homer Mason:** My name is Homer Mason; I live at 588 S Willow Springs Place, Josh lives right beside me, all of our backyards face this development. We have a crappy fence that is falling down half of the time, we have a daycare center on Swan Falls Road right in front of this development. Like they said, there's no sidewalks, we do have kids that walk up and down that road. There is no speed limit, everyone goes down the road whatever they feel like. It's an unsafe situation to put in more homes, our fire department access is terrible; why this hasn't been addressed a long time ago is beyond me. I'm sure that the city could find it in their budget sometime in the future, and annex for a fire station over there. We've had one fire in our area, basically, it demolished the home. The access times we don't know because it all depends on what the railroad is doing. I know in the future there will probably be something done about it, but you know, we're speaking about today and adding more homes. It's not logical right now, you already have a development going in there on Kuna Road and Ten Mile; and as you drive around our city, there's signs all over the place that there's more proposed. What are we going to become? Meridian? There's got to be a stop somewhere; I understand people sell their properties so they can make money, but you have to understand too the developments that are already around there. Thank you. **C/Hennis:** Thank you. With that I will close the public testimony at 8…. **C/Gealy:** She gets to rebut. **C/Hennis:** That's true, sorry, I was ahead of myself. **PC:** Thank you Mr. Chairman. Again, for the record, Penelope Constantikes, PO Box 405, Boise, Idaho, 83701. I've been working in this industry for over 20 years, and my tenure includes COMPASS and ACHD; it's just a fact of development that new subdivisions are what generates the money for new fire stations and new roadways, infrastructure improvement is not proactive, it's reactive. There's just no way around that so, I understand but I also understand that until you have a property base to fund these additional services, they can't happen. We're doing what we can, which is adding right-of-way and pedestrian facilities; I did want to note that both parcels that are on the north and south side of our entry way are being given stubs, that way the daycare won't need to use Swan Falls Road anymore, they will be able to use our entryway for access to the facility. The property to the south of us is also getting a regular 50-foot-wide stub street so, we've accommodated that to the best of our ability. I live next to a large office complex and I walked through there the other night, obviously the owl that lives in our neighborhood got a nice, tasty treat because there were feathers and blood everywhere; wildlife can exist any number of places and they do it with ease. I don't think the transition of this property from

open space to a subdivision is going to diminish the wildlife in the area. I got not correspondence from the School (District) indicating there's a lack of capacity. We have two accesses to the site, there's a second access that's proposed along the south boundary, it's identified as emergency services at this time; whether or not that becomes a full public street is still up for questions, we'll work with the district fire department on that, but we have accommodated a second access point. The way we designed it was for it to be the commercial lot access, and then it would be bollard so that emergency services could get through into the subdivision without having cross traffic between residential and commercial; that's never a good idea. Again, I had 4 household that came to the neighborhood meeting and I sent a lot of notices out, I spent $250 on postage stamps just to get those out; I understand that everyone is busy, but maybe some of these questions and some of this discussion could have taken place previously. I don't think the concentration of houses is inappropriate for the location, you do want higher density next to classified roads so that higher density subdivisions are not traveling through lower density subdivisions to get to primary roadways; that's just generally good planning practice. As far as having neighbors when you didn't have them before, again, that's something that just happens; if you move into a house next to a big open field in a town that growing, you probably should anticipate that there might someday might be something there besides an open field. I empathize, I've been on the receiving end of this, but again, it's just what happens I guess. The common area to the south, we have paired it with the open space that is available in Ryan Meadows so they are back to back. We have that huge, long stretch of open space along our south perimeter that pairs up against the open space in Ryan Meadows, I don't know that there will be a huge impact to the fireworks observation since we have that; it's a very wide area that we have designated as open space along our south boundary. ACHD did not indicate any issues with site distance, and access to Swan Falls Road; the traffic on Swan Falls is slightly under 600 vehicle trips in the peak hour, which is between 4:00 and 6:00. They did not indicate a problem with trip rates on Swan Falls Road, I know Swan Falls is on everyone's radar and something will happen, but it will be driven by development because that is what adds to the tax base. Thank you. **C/Hennis:** With that, I will close the public testimony at 8:42, and that brings up Commissioner discussion. Where to start…. I am concerned with the services available to the southern end, we've talked about that many times. **C/Laraway:** The services with what? **C/Hennis:** The services, Law Enforcement, First Responders, etc. I know that corner at Swan Falls off of Avalon, you'll sit and sit and sit going any direction. So, I do have concerns with the traffic there because I am not sure they addressed it beyond Shortline; it doesn't even seem like even breeched the subject of what happens when…. Well, ACHD in the report with Swan Falls up to Avalon. I'm not sure if there's anything planned for that in the future. **C/Laraway:** Yeah. Emergency services, that's been a public concern for many years, even back when I was out here *(previous Law Enforcement serviceman)* it was a big concern. It's one of those double-edged swords to where you need growth out in a certain area for fire and police to go, oh, we need to build something there, there has to be a reason to build it. If there's no calls for services across the tracks, they're not going to build a fire station or a police station on the other side of the track; economics prevent that just like Falcon Crest, all those thousands of homes, now they are talking about putting a fire station out on Cloverdale. Economics says that's the smart thing to do, so in a way, adding more development out there does sort of enhance fire and police getting put out there. There's what, 27 trains a day that go through this town; it's going to stop everything until Union Pacific slows their trains down. The First Responder, it's been a thorn in my side since 2004 but, Union Pacific, ACHD, ITD, they're all involved in this to where we don't know where to build an overpass to get over the tracks; Union Pacific doesn't want to put up any money to build the overpass, ITD doesn't want to pay for it, with ACHD it would wipe their budget out for a year. Something has to not stop, and that's development, that's growth, the more we get out there the more somebody is

going to say that we need to build a fire station out there; it's all part of the growth. I've got a big lot right behind where I live, it's going to kill me the day someone develops it, but I know it's going to happen because it's part of growth; I had to accept that when I bought that piece of property, it' wasn't going to be there forever. I could prevent it, I could buy it, but that's not economical either; so, we can't prevent the growth and we have to have the growth to have substantial first responder and other growth like overpasses, light industrial, it's all part of that package. I don't have an answer for it, I just don't to say first responders' routes as a reason we shouldn't build something, I did it for too many years. (*comment from audience*) **C/Hennis:** No sir, I'm sorry, public testimony has been closed unfortunately. I recognize what John says with the growth, but I mean, is it appropriate to have this many houses crammed into that little place with very little frontage and access? Is it appropriate to have, this being a 70-something home subdivision, and adding that much traffic, people, exposure on that road? **C/Gealy:** It is an in-fill development, and it is zoned medium residential with the R-6 zone, which they are under, is in the middle of medium density; it's more than R-4 but not as much as R-8, it would have been entirely permissible for them to have come with R-8. R-6, I think, is a good compromise and I think it fits with the surrounding use except, the industrial to the north, because there is medium density to the east and the south. It's unfortunate the subdivision to the west and the south did not put in stub streets, so they are pretty much tied to two entrances onto Swan Falls; I think they have addressed it. **C/Hennis:** Talking about the heavy landscape buffer on the north, that takes care of what you were talking about earlier. **C/Gealy:** Well, it would at least provide some mitigation for those homes. **C/Hennis:** I'm still debating, I don't necessarily think that…. I do agree that development drives some of these solutions, but I don't know if I agree with this large of an in-fill development there, though it's justifiable by rules. **C/Gealy:** And it's not as big as it could be if it was R-8. **C/Hennis:** That's true too, I mean, considering its even deemed mixed use, there are other alternatives, it could have been worse. **C/Gealy:** Mhm. The Gross is 4 DUA. **C/Hennis:** I do like they are allowing into the adjacent parcels up front for, more or less, usage and safety. I don't know, I would have liked a little bit fewer in there but, I see your point. **C/Gealy:** And it is close to downtown. Someday there will be a bridge and an overpass and sidewalks so people can live there and walk. (*Outburst from audience).* **C/Hennis:** Quiet down please. **C/Gealy:** I don't quite understand about the ditch. **C/Hennis:** The debris? **C/Gealy:** Yes. The ditch and the debris; do you have any information at all? Who owns that ditch? **TB:** Commissioner Gealy, to answer your question, the map that I have in front of me does not indicate who owns the ditch; I did hear Penelope testify that it is actually off of their property. I do not know, without looking into it, who the ownership is. **C/Laraway:** If it's the Kuna-Mora Ditch, wouldn't that belong to the irrigation company? **TB:** So, the final plat for the Ryan Meadows Subdivision, which is directly to the south, does have a 10-foot pressurized irrigation easement on the inside and there is also a 20-foot easement inside a common lot on their northern boundary; I surmise that is where the ditch is, it's actually in the Ryan Meadows Subdivision. It's a common lot within the subdivision of Ryan Meadows. **C/Gealy:** So, it would be the responsibility of the Ryan Meadows Home Owners Association to address any concerns with the ditch, to address concerns with the fences. **TB:** Yes. (*Comment from audience: It only comes across Ryan Meadows just a little bit, it comes a little more south and then it cuts across behind the Mineral Springs complex; it cuts across part of the corner.)* **C/Gealy:** Thank you. **TB:** To answer your question, if this gets approved, they will have to follow the state law for maintaining access, preserving water rights, delivery and waste, and if any portion of that is on their property, they are going to have to…. **C/Gealy:** They'll be responsible for their part. **TB:** They'll be responsible for their part. It's just like if 80% of this is inside the Ryan Meadows Subdivision, which looking at this a sizeable portion is inside a common lot, then it's up to the underlying landowner to clean and maintain. **C/Gealy:** Thank

you. **TB:** And that will be discovered at construction document prep, should this get approved.
C/Hennis: Thank you. Given that, I would stand for a motion.

Commissioner Cathy Gealy moved to recommend approval of 20-01-ZC (Rezone) and 20-02-S (Preliminary Plat) for the Sera Sole Subdivision to City Council with the conditions as outlined in the staff report and the additional condition that the applicant work with staff to enhance the landscaping plan to include a heavy landscaping buffer between the subdivision and light industrial use to the north. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Commissioner Cathy Gealy moved to approve 20-05-DR (Design Review) for the Sera Sole Subdivision with the conditions as outlined in the staff report and the additional condition that the applicant work with staff to enhance the landscaping plan to include a heavy landscaping buffer between the subdivision and light industrial use to the north. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

F. **Case No. 19-13-AN (Annexation) Blackrock Market Place/Village – ACTION ITEM**

Troy Behunin: Good evening Commissioners, Troy Behunin, Planner III, 751 West Fourth Street. This Category "A" annexation request involves a County parcel and its location is shown on the vicinity Map. The applicant proposes to annex approximately 40.82 acres to create a development known as Blackrock Market Place. The site is adjacent to Kuna City limits on the west and south sides and is currently zoned RUT in the County. The applicant is proposing two different zones in order to develop the same lands into a mixed-use project. The applicant proposes using the R-20, High Density Residential (HDR) and the C-2 (Area Commercial) zones. The R-20 HDR was originally proposed to be approximately 13.22 acres in size, however, the applicant has prepared a reduced R-20 acreage (size) which they will present tonight. The applicant also proposes the C-2 zone which was originally proposed to be approximately 27.45 acres; this will naturally increase in size with the reduction to the R-20 size. The applicant, in the future, will propose multi-family housing units within the R-20 zone, and Commercial uses will be proposed within the C-2 zone, in the future as well. The site is located at the northwest corner of Meridian and Deer Flat Roads. The applicant has submitted multiple versions of a master site plan trying to follow staff's recommendations, the City Council wishes, the Comprehensive Plan, Future Land Use Map (FLUM) and agencies. The FLUM and the Comprehensive Plan for Kuna identifies this parcel as mixed use (MU), which requires the applicant to propose a mixture of uses, including different types of commercial, along with other uses including different and compatible housing options. The

applicant does intend to subdivide the land for each of the multi-family units and for the commercial sites. The applicant will be required to submit a preliminary plat for approval by Council. Based on future Commercial uses, the applicant may need to apply for additional approvals which may include Special Use Permits and Design Review for all Commercial uses. Applicant is hereby notified that a percentage of useable open space for the residents and a certain number of parking stalls, will be required based entirely on the number of dwelling units. Staff notes the City Engineer states in his memo that Danskin Lift Station is nearing capacity, and staff recommends that the applicant be conditioned to/shall work with the City Engineer to ensure proper capacity. Kuna's Comprehensive Plan encourages a variety of all commercial types, housing types for all income levels, open space and pathways. Staff has reviewed the proposed annexation request and finds the annexation and zoning requests are in compliance with Kuna City Code (KCC); Idaho Statute; the Kuna Comprehensive Plan and FLUM. The applicant shall be required to work with Kuna's staff, Ada County Highway District (ACHD), the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements. Staff recommends approval to the Planning and Zoning Commission. I stand for questions. **C/Hennis:** I have no questions. **C/Gealy:** Thank you for that, it was very thorough, and thank you to the applicant for finding a way through all of this. I had a couple of clarifications, one was the trails map wasn't here so, I was going to ask the applicant if he was aware of the trails map? And then, the note from the Fire Chief I found perplexing, and I wonder if staff may have an opportunity to talk with the fire department about mixed use and high density residential in conjunction with commercial. **TB:** That's a very good question Commissioner Gealy, thank you for asking that. yes, I have had a direct conversation with the Fire Chief about this, and what the applicant is going to propose with the new site plan, is actually in direct response to what the Fire Chief has raised as a concern. His concern isn't necessarily the mixture of high density and commercial, his concern is high density, commercial and a major ingress/egress all at the same location, especially at the convergence of Ardell Road to the north, and Meridian Road. His recommendation is to take the multi-family housing and push it as far away from that intersection as possible. **C/Gealy:** From the Ardell intersection? **TB:** From the Meridian Road and Ardell Road intersection. **C/Gealy:** And Deer Flat, I would assume. **TB:** Yes. He wasn't concerned about it necessarily on Deer Flat because that wasn't being proposed, but at the corner of Ardell Road and Meridian Road, he was concerned and that is what he told me, push that as far away from that intersection as possible. There's no other way to make it mixed use really. **C/Gealy:** Right. Ok, thank you very much. **C/Hennis:** If the applicant would like to come forward? **TJ Angstman:** Commissioners, staff; my name is TJ Angstman, I reside at 9473 W Pandion Court in Garden City. Thank you for the time to come talk to you, I have had a really good opportunity to work with staff. I'll take some time to talk about what I am not doing to give you a little bit of a concept on our progression on this, working with staff and the Comp Plan. One thing I think is important, is when we received the comments from the Fire Chief, we…. In order to do a project of the size we were proposing, it needed to have access on Meridian Road because you get so big, otherwise we would have to take the whole site and not have any commercial at all. Initially, the plan we had ended up going out to Meridian Road, and we were worried along with the Fire Chief, of people trying to take left turns across Meridian Road at a 55 or 65 MPH street. After reviewing the Fire Chiefs and staff comments, we did a much more reduced scale; this drawing here is 5.18 acres of multi-family and its 10 4-plexes. Now, our plan could change in the sense that we designed this as fast as we could so we could be ready today with an

example. There's a few things we would like consideration on because we've changed the plan so much, and there's really no access out to Meridian Road for these apartments; there's really no need for these two stub streets here, that's two more stub streets of people that can cut through this neighborhood to go to Deer Flat. My view is that just this stub would be required, because that is a pretty direct road that comes out right through to here. These both connect so, if someone wanted to go here, they could just go out here and around. There's an extra road connection and there's almost an acre of ground that's just blacktop. I talked with staff about this today's meeting because, initially, this was going to serve 260 dwellings, now we're talking about 40 so, maybe we don't need both connections. Staff and I have both agreed that today is not the day to talk about this, when we get a specific plan, but one of the comments in our packet is that both connections would be there; we're willing to do, we think it's excessive and I think the neighbors would appreciate only having one so then there's only one route coming through there. My guess is the Toll Brothers residents are going to use this more than our residents because it's a quick shot out to Ardell from their neighborhood, whereas before they had to wind through their whole subdivision to get there. I wish it had the whole map of their subdivision to show you but, as you know, it's 230 homes or so. We're changing that so we can have some parking, as you can see our site really uses up a lot of space in parking and that's because three parking spaces are required per unit here in Kuna. So, having the extra road and parking cuts down on opportunities for green space and maybe a little more creative design. We like it though, and we really like how the commercial lays out here; there's a nice flow, we plan a crossing over the canal so, when we develop the main corner, you'll have access all the way through the development to Deer Flat. There's a nice entrance and exit right here that lines up pretty well, we can't build ours as close to the intersection as the neighbor. The traffic flow and the interest we've had from commercial tenants tells us that this layout is going to be quite popular and I think the view shed for the neighborhood as a main entrance into town is better not having the storage and multi-family on Meridian Road. We have done probably four site plans, there were extensive and well done and we landed on this one, the one that probably creates the best interest for the City; from the perspective of staff, certainly they liked it better, and I don't know if multi-family is good against a busy road. So, that's what we have; I just wanted to note that we do follow the goals of the Comprehensive Plan, we've made a lot of adjustments for safety because we are on a busy street and an important corner; those changes include removing another connection on Meridian Road. We just have two connections when we could have had three, we decided to eliminate one just so there wouldn't be so many places for people to leave; it could be dangerous. We do believe in the idea of connected communities, but like I said, maybe we won't need the second connection; certainly, the connected communities would also include the development of the trail system and the bike path. You can see along the Boise River the sense of community that creates, and doing that in Kuna will do the same. We want to be part of the community and we hope that people can come shopping along there and enjoy what we develop. Other than that, I would say that I could stand for any questions; we've reduced the multi-family from 13, to 11, to 5.18-acres and that includes the acreage of the road. It does look like the 4-plexes could get arranged a little more creatively so that people aren't looking straight into each other's windows, I'll be working with an architect to get the site plan done; basically what you want your apartments to look like is a train wreck where they are all at different angles. Other than that, I'll stand for questions. **C/Hennis:** Did you mention there was going to be a crossover over the canal between the two? **TA:** Commissioner Hennis, yes, there is a plan to put that but won't be built until we develop the main corner. The corner

loses its value if we don't have this access here and across the canal there, people have to be able to take the right-in to go shopping or that corner will not work. We put it where ITD says it will be a legal and safe connection, we believe they are going to allow a full access, we know that could change in the future depending on safety. **C/Hennis:** Ok, thank you. **C/Laraway:** I have a question for Troy. We're going to have a chance to talk about Design Review and everything else later on, right? Because I don't want to ask questions that don't have anything to do with the annexation. **TB:** Staff hesitated a little bit putting any kind of access marker in the staff report, but because it's our entry corridor, staff wanted to at least make that part of the record, not necessarily a large part of the discussion. At preliminary plat for the multi-family and the commercial, that will be one of the big discussion items; that will be the arena that it should be discussed. **C/Laraway:** This will come up again? **TB:** Absolutely. **C/Gealy:** With the annexation, we will indicate the acreage that would be multi-family and the acreage that would be commercial? **TB:** Yes. **C/Laraway:** Yes, I'm more concerned with ITD items. **TB:** Just so the applicant is aware, what is being presented is 5.18-acres multi-family so, that's the acreage that they'll be stuck with. **TA:** We have the legal description into staff now, so they know we can't move around, the only thing we hope to do is get some roadway reduced, that will make my plan better. **C/Gealy:** And the remainder is C-2? **TA:** C-2, correct. **C/Hennis:** I have no other questions. **C/Gealy:** I have no questions. **C/Laraway:** Nothing, thank you. **C/Hennis:** With that I will open up the public hearing at 9:19 PM. I have listed here David Gronbeck, but you didn't specify to testify or not. (*Mr. Gronbeck indicates he did not want to testify*). Ok, I'll mark you as not testify. In opposition, Daniel McDonald, you didn't specify. (*Answer from audience)*. Ok, come on up and state your name and address for the record please. And again, we'll give you three minutes. **Daniel McDonald:** My name is Daniel McDonald, I live at 1867 N Siltstone Way, Kuna, 83634. I have a couple of questions on this one; like most have commented, schools; I have elementary school kids that go to Reed and a daughter that goes to Freemont, and their schools are full. They have built a couple of portables at Reed and they are completely full and over populated; adding high density there I am just concerned on schools, as is everybody else. I know that's a question but I think it needs to be addressed when you are putting high density into that area, that the schools need to be in the works. As far as the site for commercial, when we moved in there, we didn't know that was going to happen, but looking at Kuna's vision, it does show that there is a future park right there at Meridian and Deer Flat, it's on page 138 I believe. That four corners, you have the northwest zoned commercial, you have the northeast, southeast and northeast all commercial; that means there is no other place for a park but right there at the northwest corner. I understand that is a great place for commercial, but I would look at maybe putting in a park north of that instead of high density. As far as what the gentleman said about how the subdivisions residents will be using the access more than the tenants, I disagree; we have access to Ardell in our neighborhood, we don't need his access to get there, I think that is actually going to become a hazard to the subdivision since it is zoned for medium, not high density. Your adding more cars to that is going to be a problem, as it is, my kids stand at the bus stop at Deer Flat and Sailor, and we've had kids almost hit by cars; if we're adding more cars into that, it's just going to cause more problems. My other question for that is on the commercial; it does show that the commercial buildings are hugged tight to the neighborhood, and I know that the houses right there don't have a lot of barrier. We're going to have houses two-story's, looking into the back of a parking lot, into the back of a commercial site, which is going to be trash dumpster, people out there smoking, kids; I think we need to address the fact it is right up

against the subdivision, it needs to have some kind of a barrier, trees, spacing. Again, we kind knew what we were getting when we moved out here, it is growing exponentially out here, but we do need to do smart growth and not just growth for growth. With that, I have listed all my questions and concerns. Thank you for your time. **C/Hennis:** Thank you. **C/Gealy:** Thank you. **C/Hennis:** The last two I have on here have marked not to testify, is that still the case? Do you wish to testify at all? No, ok, I just want to give you the chance. With that I'll let the applicant come back and answer any questions that might have been brought up. **TA:** I appreciate the comments about the compatibility, I think its fair comment and is certainly a concern I would have if I lived there. What we understand the process to be is we'll come back with a specific plan when we have a user, the problem is we can talk all we want about it, but until we have a user, it's not much of a conversation. The users will know that they need to be mindful of the neighborhood they are moving into, and certainly, we'll be mindful of that; David (Gronbeck) lives in this community, I am part of this community and we plan to be part of the community with this development so, we want to have a healthy relationship with our neighbors. I would just say that what our current 4-plex proposal looks like there is only 40 homes versus the Toll Brothers is over 230 so, I don't know who will cut through more and I'm sure that they will say the other guys are cutting through way too much. The only thing we can do is follow the policies that are in place; ACHD and the City of Kuna both have connected community policies. What we need to do is to do it in a smart way, and I think having one, and maybe they could close down the other one and have a basketball hoop there or just close it down; whatever they want, but I think closing one of them would be a good idea. Other than that, what I have seen ACHD do is if there is a concern over traffic, they'll install traffic calming, maybe even make the developer who's responsible, pay for the traffic calming; if it's warranted, they won't go put speed bumps in if there's no warrant, they're going to put little things across the street. They'll do a traffic study and if there's a warrant, they'll make us put in some traffic calming. My guess is with 40 units, the number of trips per day based on the information ACHD provided in their staff report, is a little more than 7 but less than 8 trips per home; that means the total number of trips our multi-family is going to generate with this present layout is 320 total trips. Once you think about that, most of them are not going to be to Deer Flat but, the ones who are going to Deer Flat might cut through this neighborhood, that's the whole idea of connected neighborhoods; being part of the same neighborhood is the whole idea. We are only talking about 320 trips so, if they were all going there, how many minutes are there in a day? That's 60 minutes in an hour so, in 5 hours, there's one person per minute, if that was the whole day it would be less; they're not all going to be going that direction, my guess is most will go out Ardell to Meridian Road and off to work then back again on the same route. I'm not going to say it's not a valid concern, I would be; I live in a gated community right now for the same reason that he's saying, I wanted the safety for my family, so understand and I want to develop it that way, and we've already made some steps. Are there any other questions, I can answer them? **C/Hennis:** No. Thank you. So, with that I will close the public testimony at 9:27 PM, that will open up our discussion. Just to reiterate, it's nice to have the site plan and everything for reference on what we are trying to do with this whole thing, but this is just the annexation. Any future plats will be presented to us with a public hearing, everybody will have another opportunity to bring this forward. And I think that's the one thing I wanted to answer with the gentleman that came up too, the stub streets are going to be dependent upon ACHD, it's not by design it's by reference, so that is something that will be worked out when there's an actual plat. It's the same with the transition between the commercial and the residential down near the Deer

Flat side, there's got to be that commercial buffer, that's by Code for the city. Those will all be addressed and hopefully mitigate those problems, but again, we'll see that more definitively in the future. Otherwise, I think it's good use, I like the way they planned this with the multi-use in the back and the reduction to 5.18-acres, it's great. Any concerns? **C/Gealy:** I have no concerns. **C/Laraway:** It's well laid out, but that's not why we're here. I like it so far but we're just here for the annexation part of it. **C/Hennis:** And the rest will follow in the future. So, with that I will stand for a motion.

Commissioner Cathy Gealy moved to recommend approval of 19-13-AN (Annexation) for Black Rock Marketplace with the conditions as outlined in the staff. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

4. *BUSINESS ITEMS:*

A. Findings of Fact & Conclusions of Law

1. 20-01-V Harry Knox Lot Split

C/Hennis: You have business items listed next on the agenda but it's the same lot split? **Jessica Reid:** This is the approval of the Findings of Fact after the approved case so that it can move forward to Council at the next meeting. **C/Gealy:** We don't have to wait two weeks. **C/Hennis:** That works. With that I will stand for a motion.

Commissioner Cathy Gealy moved to approve 20-01-V (Variance) Findings of Fact. Seconded by Commissioner John Laraway. Approved by the following roll call vote:
Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

5. *ADJOURNMENT:* 9:32 PM

C/Hennis: Any reports? **Wendy Howell:** I just wanted to thank everyone that responded so far regarding the Urban Renewal District and its public workshop. **C/Gealy:** I can go to either one. If you end up calling a meeting. **WH:** We only have three items on the next agenda, design reviews. **C/Hennis:** Any other staff reports? **WH:** No, that is all.

Commissioner Cathy Gealy moved adjourn. Seconded by Commissioner John Laraway. Approved by the following roll call vote:

Voting Aye: Commissioner Danna Hennis, Commissioner Cathy Gealy and Commissioner John Laraway.
Voting No: None
Absent: 2
Motion carried: 3-0-2

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department

ORDINANCE NO. 2020-30
CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- **REPEALING ORDINANCE NOS. 578, 679 AND 2014-04; AND**
- **REPEALING CHAPTER 4 OF TITLE 8 KUNA CITY CODE; AND**
- **AMENDING TITLE 8 KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 4 PROVIDING A SHORT TITLE, STATING AUTHORITY, PROVIDING DEFINITIONS, STATING FINDINGS OF PURPOSE AND INTENT, ESTABLISHING A SOLID WASTE COLLECTION SYSTEM AND SERVICE, PROVIDING FOR CONTRACTOR FRANCHISE AGREEMENT AND CONDITIONS FOR SOLID WASTE COLLECTION SYSTEM AND SERVICES, PROVIDING FOR CONTRACTOR SERVICES SCHEDULE AND FEES, ESTABLISHING COMPULSORY SOLID WASTE COLLECTION SYSTEM AND SERVICE USE BY PREMISES OWNERS AND OCCUPIERS, ALLOWANCE OF PERSONAL HAULING OF SOLID RECYCLABLE WASTE, PROVIDING FOR SOLID WASTE SANITARY CONTAINER REGULATIONS, PROVIDING FOR VOLUNTARY SUBSCRIPTION FOR COLLECTION OF RECYCLABLE WASTE, PROHIBITING AND DECLARING UNLAWFUL IDENTIFIED TYPES OF SOLID WASTE FROM COLLECTION, DEFINING AND DECLARING THEFT OF COLLECTION SERVICES AS UNLAWFUL, PROVIDING THAT THIS ORDINANCE APPLIES TO ALL CITY ANNEXATIONS, DECLARING DESCRIBING CIRCUMSTANCES WHERE THE PLACEMENT OF SOLID WASTE AND RECYCLABLE WASTE IS PUBLIC NUISANCE, PROVIDING FOR NOTICE TO VIOLATORS AND DECLARING A CONTINUED VIOLATION AS A MISDEMEANOR, PROVIDING FOR A PENALTY FOR VIOLATIONS OF CHAPTER 4 OF TITLE 8; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1. That City of Kuna Ordinance Nos. 679, 578, and 2014-04 are hereby repealed.

Section 2. That Chapter 4 of Title 8, Kuna City Code, is hereby repealed.

Section 3. That Title 8, Kuna City Code, is hereby amended by the addition thereto of a new Chapter 4 to read as follows:

CHAPTER 4 – SOLID AND RECYCLABLE WASTE COLLECTION SYSTEM AND SERVICE

8.4.1: Short Title: This chapter shall be known as the "Solid and Recyclable Waste Collection System and Service Ordinance."

8-4-2: - Authority: This chapter is made pursuant to the authority granted the City by Article XII, Section 2 of the Idaho Constitution, Idaho Code §§ 50-329 and 50-344.

8-4-3: - Definitions: For all purposes of this chapter, the following words in bold print that appear in this Section have the definitions as herein provided unless the context of the term clearly requires otherwise and the word is not capitalized:

A. ***City:*** means the City of Kuna, Idaho.

B. ***City Fee Schedule:*** means the fee schedule as established by the City Council for the fees for the services provided by the Contractor to the owners and/or occupiers of Premises pursuant to this chapter.

C. ***Contractor***: means the Person who has entered into a Franchise Agreement for the collection, hauling, and removal of Solid Waste.

D. ***Franchise Agreement:*** means and refers to a franchise agreement entered into by and between the City and the Contractor pursuant to the authority, terms, and conditions of this chapter.

E. ***Person:*** means any person, firm, partnership, association, institution, limited liability company, corporation, trust and/or any other legal entity whether for profit or nonprofit, public or private, and in the plural as well as the singular.

F. ***Premises:*** means any parcel of real property within the City where Solid Waste is created, accumulated, stored, or otherwise exists.

G. ***Recyclable Solid Waste:*** means and refers to those Solid Waste materials which the Contractor provides written notice to the City and Premises subscriber owners and occupiers describing the materials that such subscribers may place in the wheeled recycling cart for Contractor collection.

H. ***Solid Waste:*** means all materials discarded for disposal, putrescible and non-putrescible, solid and semi-Solid Waste material including rubbish, demolition and construction waste, industrial waste, vegetable solid and semi-Solid Waste, reusable or recyclable material, and other discarded solid and semi-Solid Wastes.

I. ***Waste Processing Facility:*** means any waste disposal site or any public work at which Solid Waste is compacted, incinerated, or otherwise treated prior to disposal.

8-4-4: - Findings of purpose and intent: The City Council of the City hereby adopts this chapter pursuant to its constitutional and statutory authority set forth in section 8-4-2 of this chapter for the following purposes:

A. for the benefit of the public health, safety, welfare and aesthetics of the City, its residence and Premises owners; and

B. exercising the City's authority to establish and maintain a Solid Waste and Recyclable Solid Waste collection system by franchise providing for the maintenance and operation of that Solid and Recyclable Waste collection system by private persons for all parts of the City; and

C. of exercising the City's authority to require the use of standardized containers for the storage and collection of Solid Waste and Recyclable Solid Waste from all Premises and providing for the collection of recyclable materials on a voluntary basis; and

D. continuing and improving a safe and sanitary system for the storage, collection and disposal of Solid Waste and Recyclable Solid Waste; and

E. of the prevention of injury and illness to Contractor personnel.

8-4-5: - Collection Service: Solid Waste and the Recyclable Solid Waste collection system and service shall be provided by the City by entering into a Franchise Agreement with a Contractor in order to facilitate owners and occupants of Premises compliance with the Solid Waste and Recyclable Solid Waste disposal requirements of this chapter in accordance with the following:

A. Contractor Franchise Agreement. A Contractor is authorized by the City Council to provide Solid Waste and Recyclable Solid Waste collection services pursuant to a Franchise Agreement which contains the terms and conditions of this chapter.

B. Consideration for Franchise. As a part of the consideration for entering into a Franchise Agreement, the Contractor shall, for so long as this chapter is in effect, provide without charge, the following additional Solid Waste and Recyclable Solid Waste collection services:

1. unlimited garbage and refuse removal for the City's annual "Kuna Days" celebration and the City's annual "Spring Clean Up"; and

2. regular weekly Services for any City owned or operated facilities; and

3. a hazardous waste collection program consisting of the operation of a collection site a minimum of twice each year.

C. Transfer of Franchise Agreement. A Franchise Agreement shall terminate in the event a controlling interest in the Contractor is transferred or conveyed, unless such transfer or conveyance is first approved by resolution of the City Council. For purposes of this chapter, the term "controlling interest" shall mean 50% or more of the outstanding stock of the Contractor.

D. Indemnification. The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, costs, damages or expenses, including attorney fees, incurred which arise out of or are in any way related to the services performed by the Contractor pursuant to the Franchise Agreement.

E. Insurance. The Contractor shall at all times during the term of a Franchise Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance and shall maintain at all times which is inclusive of the following types of insurance coverages with no less than the following minimum coverage limits:

1. Coverage Minimum Worker's Compensation Statutory Employer's Liability: $2,000,000.00; Bodily Injury Liability $1,000,000.00 each occurrence Except Automobile $2,000,000.00 aggregate;
2. Property Damage Liability: $1,000,000.00 each occurrence Except Automobile $2,000,000.00 aggregate;
3. Automobile Bodily Injury: $1,000,000.00 each occurrence Liability $2,500,000.00 aggregate;
4. Automobile Property Damage: $1,000,000.00 each accident Liability; and
5. Excess Umbrella Liability: $1,000,000.00 each occurrence/aggregate.
6. Each insurance policy shall show the City has an additional interest and certificates of insurance shall be deposited with the City Clerk. Contractor shall promptly notify the City in writing if any required insurance policy is cancelled.

F. Failure to Render Acceptable Performance. During the term a Franchise Agreement is in effect, should the Contractor fail to perform any of the duties imposed upon it by the Franchise Agreement, unless such failure is caused by circumstances beyond the Contractor's control, the City may notify the Contractor in writing of such failure, detailing the nature thereof, and Contractor shall correct such failure within 30 days of the mailing or delivery of such notice. Upon expiration of the said 30-day notice period, the City Council may conduct a hearing to determine whether the Contractor has corrected such failure, provided that the Contractor shall be given reasonable notice of the date, time and place of such hearing and further provided that Contractor shall be provided a reasonable opportunity to be heard on the matter. If it is established at such hearing that the Contractor's failure to perform its duties is a material breach of the Contractor's obligations under the Franchise Agreement, and if it is further established that the Contractor has not taken reasonable steps in an attempt to correct such failure by the date of the hearing, the City Council may terminate the Franchise Agreement.

G. Franchise Agreement Terms. A Franchise Agreement shall set forth the term for which the Franchise Agreement is in force and effect.

8-4-6: - Schedule: Subject to the approval of the Kuna City Council, the Contractor shall have the right to set its own pick up schedules for its Services as set forth herein.

8-4-7: - Fees: Fees for Solid Waste and for Recyclable Solid Waste collection services provided pursuant to this chapter shall be in accordance with the following:

A. Fee Amounts. Fees for Solid Waste and for Recyclable Solid Waste collection service shall be set in the City Fee Schedule from time to time by resolution of the City Council.

B. Collection. Solid Waste and Recyclable Solid Waste collection service fees shall be billed to the owner or occupant of the Premises by the City and shall be paid to the City in the same manner as fees for sewer and water service are billed and collected, and fees that become delinquent shall be treated in the same manner and shall be subject to the same penalties and procedures as are provided for delinquent water and sewer bills.

C. Payment of Contractor. The proceeds from the collection of fees for Solid Waste and Recyclable Solid Waste collection service as herein provided shall be placed in a special fund to be known as the "Solid Waste Fund". The City's Contractor, shall be paid out of such fund, weekly or as mutually agreed upon, all the proceeds from the collection of fees for Solid Waste collection services, less:

1. any collection costs incurred by the City (such as attorney fees and court costs) pro-rated and properly attributable to the collection of fees for Solid Waste collection services; and

2. the City billing fee as shall be established from time to time by agreement with the Contractor and adopted by resolution of the City Council.

8-4-8: - Compulsory Use of Solid Waste Collection Services: All persons who own or occupy Premises shall use and be provided Solid Waste collection services as provided by the City's Contractor in accordance with the provisions of this chapter.

8-4-9: - Allowance of Personal Solid and Recyclable Waste: This chapter does not prohibit any Person from hauling Solid Waste or Recyclable Solid Waste from Premises owned or occupied by such Person to a Waste Processing Facility provided that such hauling shall not relieve such Person from the obligation to pay the Solid Waste and Recyclable Solid Waste collection service fees as provided herein.

8-4-10: - Solid Waste Sanitary Containers Regulations: The owner or occupier of Premises shall, at all times, keep or cause to be kept approved Solid Waste sanitary containers and, except as otherwise provided, to deposit or cause to be deposited all Solid Waste therein as herein provided:

A. Standards for Residential Sanitary Containers. The City's Solid Waste Contractor shall provide each owner or occupant of Premises one (1) Contractor owned wheeled receptacle, ninety-five (95) gallons in volume, designed for the collection of Solid Waste by means of trucks equipped with an automated hydraulic lift (a "Wheeled Cart") for a fee as set forth in the City Fee Schedule. Extra wheeled carts may be obtained from the Contactor for an additional fee as set forth in the City Fee Schedule.

B. Use of Wheeled Carts. All Solid Waste must be deposited in Contractor supplied Wheeled Carts for collection except for special collection services approved by the Contractor. It shall be unlawful for any Person to (i) leave Solid Waste at the curb for collection in any receptacle other than a Contractor owned and supplied Wheeled Cart or (ii) load a Wheeled Cart beyond its maximum volume of 95 gallons or weight capacity of 330 pounds, or in a manner which is unstable or likely to cause damage, spill or impact public health or safety. Wheeled Cart lids shall be completely closed when left for collection and open freely when emptied. It shall be

the duty of every owner or occupant of a Premises to maintain the supplied Wheeled Carts in a secure condition so as to avoid offensive odors, health hazards and the scattering or spilling of solid waste.

C. Location. The owner or occupier of Premises shall place Wheeled Carts for collection of Solid Waste by the Contractor as follows:

1. In a place accessible to the Contractor.

2. In circumstances of isolated Premises or Premises where reasonable access cannot be had by the Contractor's truck, the Wheeled Carts may be placed in such locations as may be agreed upon by the Premises owner or occupier and Contractor.

3. At the curb side where curbs exist or road side where curbs to not exist.

4. In alleys adjacent to the Premises where the Premises is adjacent to an alley and access is approved by the Contractor, no later than seven o'clock (7:00) A.M. on the Contractor's regularly scheduled collection day, but no sooner than the evening prior to collection.

5. Placement shall otherwise be accessible to Contractor Solid Waste collection personnel and free from obstructions including, but not limited to, trees, shrubbery, fences, vehicles, and walls. The Contractor is not required to pass through any doors or gates, cross flowerbeds or lawns, go through hedges, or place themselves in any situation which could jeopardize their health or safety.

6. Owners and occupants of Premises having curbside service must retrieve empty Wheeled Carts within twenty-four (24) hours of being serviced.

D. Notice of Non-collection. When the Contractor encounters Solid Waste which has not been placed in a Contractor supplied Wheeled Cart or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Solid Waste that has been left in compliance with the requirements of this section and leave any other Solid Waste with a written notice affixed to the uncollected Solid Waste stating a brief description of the reason for non-collection.

8-4-11: - Collection of Recyclable Solid Waste: Recyclable Solid Waste collection service is provided by the Contractor to those Premises for which the owner or occupant thereof has elected to receive such service, on a voluntary subscription basis in accordance with the following:

A. Recycling Containers. The Contractor shall provide each such subscribing owner or occupant one (1) Contractor owned wheeled cart for deposit of co-mingled Recyclable Solid Waste (a "Wheeled Recycling Cart") for a fee as set forth in the City Fee Schedule. Extra wheeled recycling carts may be obtained from the Contactor for an additional fee as set forth in the City Fee Schedule.

B. Use of Wheeled Recycling Carts. All Recyclable Solid Waste must be deposited in the Contractor supplied Wheeled Recycling Carts for collection except for special collection services approved by the Contractor.

C. It shall be unlawful for any Person to place Recyclable Solid Waste for collection:

1. in any receptacle other than a Contractor owned and supplied Wheeled Recycling Cart.

2. by overloading a Wheeled Recycling Cart beyond its maximum volume of 95 gallons or weight capacity of 330 pounds.

3. in a manner which is unstable or likely to cause damage, spill or impact public health or safety.

4. in a manner where the Wheeled Recycling Cart lid is not completely closed.

D. Only Recyclable Solid Waste, that the Contractor has identified by written notice delivered from time to time to the owner or occupant of Premises who have elected to receive Recyclable Solid Waste collection service, shall be placed in the Wheeled Recycling Cart for collection.

E. It is the duty of every subscribing owner or occupant to maintain the supplied Wheeled Recycling Carts in a secure condition so as to avoid offensive odors, health hazards and the scattering or spilling of Recyclable Solid Waste.

F. Location. All Wheeled Recycling Carts shall be placed for collection and then retrieved after collection in accordance with the provisions of Section 8-4-10 C of this Chapter.

G. Notice of Non-collection. When the Contractor encounters Recycle Solid Waste which has not been placed in a Contractor supplied Wheeled Cart or a Wheeled Recycling Cart or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Recyclable Solid Waste that has been left in compliance with the requirements of this section and leave any other Recyclable Solid Waste with a written notice affixed to the uncollected Recyclable Solid Waste stating a brief description of the reason for non-collection.

8-4-12: - Prohibited Solid Waste: It is unlawful for any Person to deposit or relinquish for collection by the Contractor:

A. Any Solid Waste that has the following general characteristics:

1. Extreme temperatures;

2. Harmful vapors;

3. The presence of corrosive, flammable, explosive or toxic chemicals;

4. Any materials with physical or other properties which render collection operations hazardous; or

5. Any materials which create a risk to the environment or public health and safety.

6. Liquid waste, both bulk and contained;

7. Tires;

8. Any material regulated by the state of Idaho or by the United States Environmental Protection Agency as hazardous waste;

9. Any equipment or machines containing refrigerants;

10. Infectious waste generated from business sources such as hospitals, clinics, medical, surgical, dental, nursing homes, veterinarian offices, and laboratories unless such wastes are sterilized, packaged, or otherwise processed so that they may be collected without hazard to collection personnel and the general public; and

11. Dead animal remains.

8-4-13: - **Theft of Collection Services:** It is unlawful and a violation of this chapter:

A. For any Person, except for the owner or occupant of the Premises, to place or deposit any materials in or around a Wheeled Cart or Wheeled Recycling Cart provided for the use of the Premises.

B. For any Person to place Solid Waste in or around a Wheeled Cart or Solid Waste and/or Recyclable Solid Waste in or around a Wheeled recycle cart at a Premise that is not generated at such Premises.

8-4-14: - City Annexations: Subsequent to the effective date of this chapter, should any land be annexed into the City of Kuna, or otherwise be added to or included with the City limits of the City, such additional land shall be governed by the provisions of this chapter.

8-4-15: -Public Nuisance:

A. Improper Disposal Solid Waste or Recyclable Solid Waste Prohibited: It shall be unlawful for any owner or occupier of a Premises to permit or to place or accumulate in or about any yard, lot, place about the Premises, or upon any street, alley or sidewalk adjacent to the Premises, so as to cause the yard, lot, premises, or the street, alley or sidewalk adjacent thereto, to be or remain in such condition as to cause or create an offensive odor or atmosphere, be offensive as noticeably unsightly, or create an insect or rodent harborage, or hereby, in any manner, is a public nuisance and a menace to public health.

No person shall deposit Solid Waste or Recyclable Solid Waste in or upon a public alley, street, other public area, or upon the Premises of another person, whether or not the refuse is in an

"approved container". No Solid Waste or Recyclable Solid Waste of any kind shall be thrown, swept or pushed into the street in front of any Premises. The owner and occupier of the Premises shall be responsible for the disposal of all such Solid Waste and Recyclable Solid Waste.

B. Violation, Notice: Any person found to be violating any provision of this section shall be served by the City by written notice stating the nature of the violation and providing a specified maximum period of time not to exceed five (5) days for the satisfactory correction thereof.

C. Misdemeanor, Penalty: Any person who shall continue any violation beyond the time limit provided for in this section, shall be guilty of a misdemeanor, and on conviction thereof shall be subject to a fine not exceeding three hundred dollars ($300.00) or imprisonment not exceeding thirty (30) days or both such fine and imprisonment for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

8-4-16: - Penalty: The violation of any of the provisions of this chapter or the rules and regulations adopted hereunder unless otherwise specifically provided in this chapter shall be a misdemeanor punishable as provided in Title 1, Chapter 4 of this code.

♦♦♦

Section 4: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code as Chapter 4 of Title 8.

Section 5: Effective Date

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 4th day of November, 2020.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

ORDINANCE NO. 2020-31
CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- **FINDINGS OF HISTORY, AUTHORITY, PURPOSE AND INTENT; AND**
- **GRANTING TO J & M SANITATION, INC. A FRANCHISE FOR SOLID WASTE AND RECYCLABLE WASTE COLLECTION SERVICE AND AUTHORIZING THE *THIRD AMENDED AND REFORMED FRANCHISE AGREEMENT*; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1. Findings:

1.1 The City Council finds and states its history, authority, purpose and intentions for approval of this Ordinance as is set forth in Kuna City Council Ordinance No. 2020-30, in Sections 8-4-2 and 8-4-4 Kuna City Code and as is set forth in Section 2 of the *Third Amended and Reformed Franchise Agreement* granted pursuant to this Ordinance.

Section 2. Granting a franchise and authorizing the City to enter into the *Third Amended and Reformed Franchise Agreement* with J & M Sanitation, Inc.

2.1 The City Council does hereby grant to J & M Sanitation, Inc. a franchise to provide Solid Waste and Recyclable Solid Waste collection services within the city limits of the City of Kuna pursuant to that certain *Third Amended and Reformed Franchise Agreement*, a true and correct copy of which is attached to this Ordinance marked "Exhibit A" (the "Agreement") and by this reference incorporated herein and the Mayor is hereby authorized to execute, as the authorized agent of the City, the Agreement and thereby bind the City to the terms and conditions stated therein.

Section 3: Directing the City Clerk

The City Clerk is directed to file this Ordinance in the official records of the City and to certify a copy of the same to J & M Sanitation, Inc.

Section 4: Effective Date

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of

the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 4th day of November, 2020.

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

Third Amended and Reformed Franchise Agreement

THIRD AMENDED AND REFORMED FRANCHISE AGREEMENT

THIS THIRD AMENDED AND REFORMED FRANCHISE AGREEMENT is made and entered into between The City of Kuna, a political subdivision of the state of Idaho (hereinafter the "City") and J & M Sanitation, Inc., an Idaho corporation (hereinafter the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

SECTION 1
DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

1.1. **City:** means the City of Kuna, Idaho, party to this Franchise Agreement.

1.2 **City Fee Schedule:** means the fee schedule as established by the City Council pursuant to the Solid Waste Collection System Ordinance.

1.3 **Contractor:** means J & M Sanitation, Inc., an Idaho corporation, party to this Franchise Agreement as Contractor as defined in the Solid Waste Collection System Ordinance.

1.4 **Franchise Agreement:** means and refers to this franchise agreement entered into by and between the City and the Contractor pursuant to the authority, terms and conditions of the Solid Waste Collection System Ordinance.

1.5 **Ordinance:** means and refers to the City Ordinance granting this Franchise Agreement.

1.6 **Parties:** means and refers to the City and the Contractor as parties to this Franchise Agreement and the term may appear in the singular when relevant to either the City or the Contractor.

1.7 **Person:** means any person, firm, partnership, association, institution, limited liability company, corporation, trust and/or any other legal entity whether for profit or nonprofit, public or private, and in the plural as well as the singular.

1.8 **Premises:** means any parcel of real property within the City where Solid Waste is created, accumulated, stored otherwise exists.

1.9 **Recyclable Solid Waste:** means and refers to those Solid Waste materials which the Contractor provides written notice to the City and Premises subscriber owners and

occupiers describing the materials that such subscribers may place in the wheeled recycling cart for Contractor collection.

1.10 **Solid Waste:** means all materials discarded for disposal, putrescible and non-putrescible, solid and semi-Solid Waste material including rubbish, demolition and construction waste, industrial waste, vegetable solid and semi-Solid Waste, reusable or recyclable material, and other discarded solid and semi-Solid Wastes.

1.11 **Solid Waste Collection System Ordinance**: means and refers to Chapter 4 Title 8 Kuna City Code as adopted in City Ordinance No. 2020-30 with the short title of *Solid and Recyclable Waste Collection System and Service Ordinance*.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 The City has the authority to grant an exclusive franchise for the collection, hauling and removal of Solid Waste and recyclable materials pursuant to Idaho Code §§ 50-329, 50-344 and pursuant to Chapter 4 of Title 8 Kuna City Code; and

2.2 The City and the Contractor entered into the original Franchise Agreement pursuant to City Ordinance No. 578 on or about August 13, 2001 (the "Original Franchise Agreement"), granting an exclusive franchise to the Contractor for the collection, hauling and removal of refuse, garbage and recyclable materials within the City; and

2.3 On April 20, 2004, the City adopted Kuna City Ordinance No. 679 establishing a mandatory system for the collection, hauling and removal of solid waste within the City and repealing portions of City Ordinance No. 578; and

2.4 The City and the Contractor entered into an amendment to the Original Franchise Agreement to provide, among other requirements, that Contractor is required to provide solid waste collection services for all premises in the City where solid waste is created or accumulated pursuant to City Ordinance No. 679 on or about March 18, 2014 (the "First Amendment"); and

2.5 The City and the Contractor entered into another amendment to the Original Franchise Agreement to provide that fees for solid waste collection would be set by resolution of the City Council and establishing a method for the collection thereof on or about November 18, 2014 (the "Second Amendment"); and

2.6 On _____ __, 2020, the City adopted Kuna City Ordinance No. 2020-30 which repealed City Ordinances Nos. 578 and 679 and repealed Chapter 4 of Title 8 Kuna City Code and amended Title 8 Kuna City Code by the addition of a new Chapter 4 of Title 8 Kuna City Code [the *Solid Waste Collection Systems Ordinance*] which provides for the City's establishment of a solid waste collection system and service

by franchise agreement inclusive of the mandatory standards for solid waste containers, establishing standards for collection of recyclable materials; and

2.7 The City and the Contractor believe it to be in their best interests to enter into this *Third Amended and Reformed Franchise Agreement* which includes, amends and supersedes the provisions of the Original Agreement as amended by the First Amendment and as amended by the Second Amendment in order to further amend to include provisions for standards for collection of recyclable materials and to make it consistent with the Solid Waste Collection System Ordinance.

SECTION 3
GRANT OF FRANCHISE

3.1 Grant of Franchise. Pursuant to the Solid Waste Collection System Ordinance, the City hereby grants an exclusive franchise to Contractor to regularly collect, haul, and remove Solid Waste and Recyclable Waste from all Premises within the City.

SECTION 4
SOLID WASTE COLLECTION EXCLUSIVE SERVICES AND SCHEDULE

4.1 Mandatory Solid Waste Collection Services. Contractor shall provide solid waste collection services for all Premises in the City in accordance with the Solid Waste Collection System Ordinance.

4.2 Collection Schedule. Subject to the approval of the Kuna City Council, Contractor shall have the right to set its own collection routes and pick up schedules for its Services as set forth herein.

4.3 The Contractor shall provide each owner or occupant of Premises with one (1) Contractor owned wheeled receptacle, ninety-five (95) gallons in volume, designed for the collection of Solid Waste by means of trucks equipped with an automated hydraulic lift (a "Wheeled Cart") for a fee as established by the City Fee Schedule. Contractor shall provide additional wheeled carts to such owners or occupants of Premises for an additional fee as established by the City Fee Schedule.

4.4 When the Contractor encounters Solid Waste which has not been placed in a Contractor supplied wheeled cart, or has been placed in an overloaded wheeled cart or has otherwise been left for collection in violation of the requirements of the Solid Waste Collection System Ordinance, the Contractor shall collect the Solid Waste that has been left in compliance with the requirements of the Solid Waste Collection System Ordinance and leave any other Solid Waste with a written notice affixed thereto stating a brief description of the reason for non-collection.

4.5 The Contractor shall provide Recyclable Solid Waste collection service to those Premises in the City for which the owner or occupant thereof has elected such service, on a voluntary subscription basis, for a fee as established by the City Fee Schedule.

4.5.1 The Contractor shall provide each such subscribing owner or occupant one (1) Contractor owned wheeled recycling cart for deposit of co-mingled Recyclable Solid Waste (a "Wheeled Recycling Cart"). Extra wheeled recycling carts may be obtained from the Contactor for an additional fee as established by the City Fee Schedule.

4.5.2 The Contractor shall, from time to time, deliver written notice to the subscribers of Recyclable Solid Waste collection service describing Recyclable Solid Waste that such subscribers may place in the wheeled recycling cart for collection.

4.5.3 When the Contractor encounters Recyclable Solid Waste which has not been placed in a Contractor supplied wheeled recycling cart, or had been placed in an overloaded wheeled recycling cart or has otherwise been left for collection in violation of the requirements of the City's ordinances, the Contractor shall collect the recyclable material that has been left in compliance with the requirements of the Solid Waste Collection System Ordinance and leave any other Recyclable Solid Waste with a written notice affixed thereto stating a brief description of the reason for non-collection.

4.6 The Contractor shall establish regular weekly Solid Waste collection services in accordance with the Solid Waste Collection System Ordinance which services shall be exclusively provided by the Contractor.

4.7 Cart Placement. Contractor shall work with Premises owners and occupiers and the public in the determination of the proper location for the placement Wheeled Cart and Wheeled Recycling Cart and shall promptly address any concerns regarding their placement.

SECTION 5
SOLID WASTE COLLECTION SERVICES FOR THE CITY

5.1. City Solid Waste Collection. As consideration for this Franchise Agreement during its term, the Contractor shall, provide without charge, the following additional Solid Waste and Recyclable Solid Waste Collection Services and hazardous waste collection:

5.1.1 unlimited Solid Waste and Recyclable Solid Waste collection for the City's annual "Kuna Days" celebration and the City's annual "Spring Clean Up;" and

5.1.2 regular weekly Solid Waste and Recyclable Solid Waste collection services for any City owned or operated Premises; and

5.1.3 a hazardous waste collection program consisting of collection events a minimum of twice each year.

SECTION 6
CONTRACTOR INDEMNIFICATION AND INSURANCE COVERAGE

6.1 Indemnification. Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, costs, damages or expenses, including attorney fees, incurred which arise out of or are in any way related to the services performed by Contractor pursuant to this Franchise Agreement.

6.2 Insurance Coverages. For so long as this Franchise Agreement is in effect, Contractor shall maintain in effect a comprehensive public liability insurance policy with coverage of not less than $500,000 combined single limit insuring against claims for bodily injury, death or property damage arising out of or relating to the Contractor's activities pursuant to this Franchise Agreement. All policies of insurance provide for herein shall be for the mutual and joint benefit and protection of the Contractor and the City and shall contain a provision that the Company issuing the insurance policy shall give the City twenty (20) days written notice in advance of any cancellation, lapse, or reduction in the amounts of insurance. Contractor shall, at the City's request, provide the City with a certificate evidencing the coverage required by this Section.

6.2.1 For so long as this Franchise Agreement is in effect, the Contractor shall maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance. Contractor shall maintain at all times the following types of insurance in at least the limits specified below:

Coverage	Minimum
Worker's Compensation	Statutory
Employer's Liability	$2,000,000.00
Bodily Injury Liability Except Automobile	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Property Damage Liability Except Automobile	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Automobile Bodily Injury Liability	$1,000,000.00 each occurrence $2,500,000.00 aggregate
Automobile Property Damage Liability	$1,000,000.00 each accident
Excess Umbrella Liability	$1,000,000.00 each occurrence/aggregate

Such policies shall show the City has an additional interest and certificates of insurance shall be deposited with the City Clerk. Contractor shall promptly notify the City in writing if any required insurance policy is cancelled.

SECTION 7
FRANCHISE AGREEMENT TERM/TERMINATION

7.1 Term. This Franchise Agreement shall be in force and effect until midnight of September 30, 2030. Thereafter, the term shall automatically renew for successive terms of ten (10) years each unless either party gives written notice to the other party of its intent not to renew this Franchise Agreement at least one hundred-eighty (180) days prior to the expiration of the then current term; provided, however, that nothing in this section shall prohibit this Franchise Agreement from being terminated pursuant to the provisions of this Section.

7.2 Termination for Failure to Render Acceptable Performance. During the time that the franchise granted by this Agreement is in effect, should Contractor fail to perform any of the duties imposed upon it hereby, unless such failure is caused by circumstances beyond its control, the City may notify Contractor in writing of such failure, detailing the nature thereof, and Contractor shall correct such failure within thirty (30) days of the mailing or delivery of such notice. Upon expiration of the said 30-day notice period, the City Council may conduct a hearing to determine whether the Contractor has corrected such failure, provided that Contractor shall be given reasonable notice to show cause of the date, time and place and purpose of such hearing. At the hearing, the Contractor shall be provided a reasonable opportunity to present evidence and show cause why the Contractor has not failed to perform and/or show cause of reasonable steps taken to correct such failure. If it is established at such hearing that the Contractor's failure to perform its duties is a material breach of Contractor's obligations under this Franchise Agreement, and if it is further established that the Contractor has not taken reasonable steps in an attempt to correct such failure by the date of the hearing, the City Council may terminate this Franchise Agreement.

7.3 Termination for change in Contractor Stock Ownership. This Franchise Agreement shall terminate in the event a controlling interest in the Contractor is transferred or conveyed, unless such transfer or conveyance is first approved by resolution of the City Council. For purposes of this Agreement, the term "controlling interest" shall mean 50% or more of the outstanding stock of the Contractor.

SECTION 8
COLLECTION SERVICE FEES/CONTRACTOR PAYMENT

8.1. Fees. Fees for Solid Waste collection service and for Recyclable Solid Waste collection shall be set from time to time by resolution of the City Council. Solid Waste collection service fees and Recyclable Solid Waste collection service fees shall be billed by the City to the Premises owner or occupant, or owner's legally authorized agent [subject to the owner having provided written proof to the City of said agency].

8.1.1 Fees Adjustment. The City and Contractor agree that Contractor or the City may request an annual adjustment to the City-billed Solid Waste collection and/or the Recyclable Solid Waste collection service fees based upon the Consumer Price Index – Western Region Transportation, as published by the United States Department of Labor's Bureau of Labor Statistics. The request shall be heard on or before the first City Council meeting in August in order for the City to have sufficient time to budget for the rate change and notify the customers.

8.2 Payments made to the City for any City-billed utility service or associated costs, shall be allocated to each Solid Waste collection and each Recyclable Solid Waste collection balance owed in the same or similar manner to that of the other city-billed utility services based upon aging (oldest to newest) on the actual percentage basis.

8.3 City-billed Solid Waste collection service fees and Recyclable Solid Waste collection service fees that become delinquent shall be treated in the same manner and shall be subject to the same penalties and procedures as are provided for delinquent water, irrigation and sewer bills.

8.4 The receipts from the payment and collection of fees for Solid Waste collection services and Recyclable Solid Waste collection services as herein provided shall be placed by the City in a special fund to be known as the "Solid Waste Fund".

8.5 The Contractor shall be paid by the City from the Solid Waste Fund which payment amount shall include all the receipts deposited to said Fund, less the following (the "Net Receipts"):

8.5.1 Any collection costs incurred by the City (such as attorney fees and court costs) prorated and properly attributable to the collection of fees for Solid Waste collection services and Recyclable Solid Waste collection services; and

8.5.2 Any account balance write-offs, reallocations, or payment adjustments[1]; and

8.5.3 The City administrative billing fee as shall be established from time to time by agreement with the Contractor, and as adopted by resolution of the City Council.

8.6 The City shall pay the Contractor each Friday (or as mutually agreed upon), the Net Receipts from the Solid Waste Fund received by the City as of the prior Thursday (Wednesday if Thursday is a holiday) at close of business.

[1] Contractor shall have the right to review with the City Treasurer, any account write-offs, reallocations, or payment adjustments prior to the City making any account adjustment that affects the amount that Contractor would receive under this Agreement.

SECTION 9
NOTICE

9.1 Notice. Notices required or contemplated under this Franchise Agreement shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, to the respective parties at the following addresses:

City:

City of Kuna
ATTN: City Clerk
P.O. Box 13
Kuna, Idaho 83634

Contractor:

J & M Sanitation, Inc.
ATTN: Timothy W. Gordon
P.O. Box 225
Kuna, Idaho 83634

SECTION 10
MISCELLANEOUS

10.1 Entire Agreement. This Franchise Agreement and all exhibits hereto embody the entire Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous and contemporaneous communications, representations, and agreements, either written or verbal, between the Parties.

10.2 Severability. If any of the provisions of this Franchise Agreement or the related Ordinance shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect, unless elimination of the unenforceable provisions shall materially frustrate the intent of the Parties.

10.3 Amendment. No amendment, alteration or modification of this Franchise Agreement shall be effective unless made in writing and duly executed by the Parties.

10.4 Successors and Assigns. This Franchise Agreement shall be binding upon the Parties hereto and their respective administrators, employees, successors and assigns.

10.5 Force Majeure. Neither Party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including but not limited to acts of God or the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Contractor, whether now existing or hereafter created.

10.6 Waiver. The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

10.7 Controlling Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Idaho and the ordinances of the City of Kuna. No term or omission of language in this Agreement shall be construed to amend or waive any provision of the regulations or the Solid Waste Collection System Ordinance. The venue for any claim, litigation or cause of action between the parties shall be Ada County, Idaho.

10.8 Attorney Fees. In the event any Party shall file suit or action at law or equity to interpret or enforce this Franchise Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

10.9 Counterparts. This Agreement may be executed in counterparts, the combination of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective as of _____, 20____.

CITY OF KUNA

By:_____
Joe Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CONTRACTOR:
J & M Sanitation, Inc.

By:_____
Print Name:_____
Its:_____

RESOLUTION NO. R58-2020
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **SETTING FORTH CERTAIN FINDINGS; AND**
- **AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY THE *CITY OF KUNA ADMINISTRATIVE BILLING AGREEMENT* WITH J & M SANITATION, INC.; AND**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING 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

It is hereby found by the City Council that:

1.1 That the City has the authority and it is in the best interests of the City to enter into that certain *City of Kuna Administrative Billing Agreement* with J & M Sanitation, Inc., a true and correct copy of which is attached hereto marked "Exhibit A" (the "Agreement") as is set forth in Section II Recitals of said Agreement and to authorize the Mayor to execute the same on behalf of the City and the City Clerk to attest.

Section 2: Authorization to Enter into the City of Kuna Administrative Billing Agreement

2.1 The Mayor is hereby authorized to execute and the City Clerk to attest on behalf of the City of Kuna the Agreement.

Section 3: Directing the City Clerk

3.1 The Clerk is hereby directed to retain this Resolution in the official records of the City and to certify a copy thereof and provide the same to J & M Sanitation, Inc.; and

Section 4. Effective Date

4.1 This resolution shall be in full force and effect after its passage, approval.

PASSED BY THE COUNCIL of Kuna Idaho this 4th day of November, 2020.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of November, 2020.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

EXHIBIT A

City of Kuna Administrative Billing Agreement with J & M Sanitation, Inc.

CITY OF KUNA ADMINISTRATIVE BILLING FEE AGREEMENT [SOLID WASTE COLLECTION SERVICE FEES AND RECYCLABLE SOLID WASTE SERVICE FEES COLLECTION]

PARTIES:

City of Kuna:	P.O. Box 13 Kuna, Idaho 83634
J & M Sanitation, Inc.:	P.O. Box 225 Kuna, Idaho 83634

This Agreement made effective as of the _____ day of _____, 2020, by and between **City of Kuna** [a municipal corporation organized and existing under and pursuant to the provisions of Title 50 Idaho Code] whose address is P.O. Box 13, Kuna, Idaho 83634 and J & M Sanitation, Inc. [an Idaho general business corporation] whose address is P.O. Box 225 Kuna, Idaho 83634.

SECTION I
DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

1.1 **Agreement:** means and refers to this *City of Kuna Administrative Billing Fee Agreement.*

1.2 **Administrative Billing Fee:** means and refers to the amount the City charges J & M for the collection and remittance to J & M of the Service Fees collected by the City which is specifically stated in Appendix A attached to this Agreement which is by this reference incorporated herein this definition.

1.2 **City:** means and refers to the *City of Kuna* [a municipal corporation organized and existing under and pursuant to the provisions of Title 50 Idaho Code] whose address is P.O. Box 13, Kuna, Idaho 83634, party to this Agreement.

1.3 **City Ordinance:** means and refers to *Chapter 4 of Title 8 Kuna City Code* known and designated as the City's "Solid and Recyclable Waste Collection System and Service Ordinance."

1.4 **Franchise Agreement:** means and refers to *Third Amended and Reformed Franchise Agreement* by and between the Parties to this Agreement and all prior Franchise Agreements referenced in the Third Amended and Reformed Franchise Agreement.

1.5 **J & M:** means and refers to J &M Sanitation, Inc. [an Idaho general business corporation] whose address is P.O. Box 225 Kuna, Idaho 83634.

1.6 **Parties.** means and refers collectively to City and School District.

1.7 **Service Fees:** means and refers to those Solid Waste and Recyclable Sold Waste Collection service fees adopted and imposed by the City pursuant to the provisions of the Ordinance and the Franchise Agreement which the City bills to the owner or occupant of the premises being served.

SECTION II
RECITALS

The Parties recite and declare:

2.1 The City has enacted the City Ordinance and the Parties have entered into the Franchise Agreement pursuant to which the City has granted J & M a franchise to conduct Solid Waste and Recyclable Waste Collection Services within the City; and

2.2 That pursuant to the provisions of the Ordinance and the Franchise Agreement the City has, by resolution of the City Council, established Service Fees which it bills, collects, and places in the City's "Solid Waste Fund" and the City then pays from the amount collected, less the City's Administrative Billing Fee, J & M for its contracted Solid and Recyclable Waste Collection services pursuant to the Franchise Agreement; and

2.3 The City incurs expenses in the process of billing, collecting and the remitting to J & M the Service Fee and pursuant to the provisions of the Ordinance and the Franchise Agreement the Parties establish, by this Agreement, the City's Administrative Billing Fee which is paid by the City's offset and retainage of that City Administrative Billing Fee from what it pays J & M from the Solid Waste Fund; and

2.4 As of the date of this Agreement the Parties have been in agreement as the amounts of the City Administrative Billing Fees which have been fair and reasonable and which have been charged and paid; and

2.5 The Parties acknowledge that by mutual intent to include recyclable solid waste collection services it has been necessary for the City to enact the Ordinance and the Parties enter into the Franchise Agreement;'

2.6 The Parties find it is in their mutual best interest and necessary to enter into this Agreement together with the City's enactment of the Ordinance and the Parties entering into the Franchise Agreement in order to provide for the City Administrative Billing Fee pursuant to the Ordinance and the Franchise Agreement.

SECTION III
ADMINISTRATIVE BILLING FEE

3.1 **City Administrative Billing Fee:** The Parties agree that the City's Administrative Billing Fee is established on Appendix A as executed by the Parties and as annexed hereto this Agreement.

SECTION IV
TERM

4.1 **Term of Agreement:** This Agreement's term is the same as the Franchise Agreement and any amendments and reformations of the Franchise Agreement.

SECTION V
GENERAL PROVISIONS

5.1 The General Provisions of this Agreement are the same as the General Provisions of the Franchise Agreement and by this reference are incorporated herein; with the exception that Appendix A may be amended from time to time by the Parties approving, signing, dating and appending an amended and reformed Appendix. A to this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the ____ day of _____, 2020.

CITY OF KUNA

By:_____
Joe Stear, *Mayor*

ATTEST:

By:_____
Chris Engels, *City Clerk*
By Resolution No. _____

J & M SANITATION, INC.

By:_____

_____

ATTEST:

By:_____

_____, *Secretary*

By Resolution No. _____

APPENDIX A

City Administrative Billing Fee

The Parties agree that the City's Administrative Billing Fee is 9.88% of the amount collected and is owed to the City by J & M and is paid as provided in Section 8-4-7 of the City Ordinance and Section 8.5 of the Franchise Agreement which shall include any attorney fees and court costs as referenced in those Sections.

The Parties agree that as of the date of this Appendix A all City Administrative Billing Fees have been paid and current.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed on the ____ day of _____, 2020.

CITY OF KUNA

By:_____
Joe Stear, *Mayor*

ATTEST:

By:_____
Chris Engels, *City Clerk*
By Resolution No. _____

J & M SANITATION, INC.

By:_____

_____

ATTEST:

By:_____

_____, *Secretary*

By Resolution No. _____

MEMO

DATE: November 4, 2020

TO: Kuna City Council

FROM: Wendy I. Howell, PCED

RE: Planning and Zoning Commissioner

Attached is a resume for Tyson Garten, whom is interested in volunteering as a Planning and Zoning Commissioner. Since Mr. Garten would be replacing John Laraway his term would expire on November 1, 2021.

751 W. 4th St., Kuna, ID 83634
PO Box 13, Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

Tyson Garten
1156 E. Rutherglen St.
Kuna, Id. 83634
208.941.3306

My name is Tyson Garten and I am asking to be considered to fill the vacant seat for the Kuna City Council. I have filed my C-1 with the Clerk in preparation to run for City Council in the 2021 race. The decision to run was not made quickly. I gave it great thought, discussed it with my family and friends, and spent a good deal of time in prayer. I finally concluded that it was time for me to give back to the community about which I care deeply. Kuna is a great place to grow up, raise a family, and retire; it has it all, and it is up to us to ensure that it stays that way. Change is inevitable but we are responsible for managing that change. I believe I have the leadership skills and commitment to work with the business community and the residents to make Kuna the best small town in Idaho! This is our town, yours and mine and I am asking you to give me the opportunity to serve as City Councilman.

Business Experience:

- Employed with A-1 Heating for 24 years
- Real Estate Agent

Community Service:

- Church board Member
- Idaho Clean Sweep
- Idaho Food Bank
- Prison Ministry
- HVACR licensing board
- Local Home Builders Association

MOST IMPORTANT:

- Husband and Father who has lived in Idaho for 24 years. My children were raised and educated in Kuna.

References:

- Patrick Minegar, Owner of A-1 Heating & Air.
  3940 Raja Dr. Meridian, ID. 83646
  208.890.1688

- Tracy Mitchell, Mentor and marketing consultant.
  Crane Creek Rd. Boise, ID. 83702
  208.869.3910

- Mercedes Moscorro, EO at Snake River Valley BCA
  1601 N. Park Centre Pl. Nampa, ID. 83651
  208.473.8420

- Roger Yadon, Head Pastor at Celebration Church
  2121 Caldwell Blvd. Nampa, Id. 83651
  907.854.1277

More about me:

I have served on the Local Building Contractors board for 10 years. I am currently the SRVBCA Public Relations Chair in charge of website, social media and communication with associates. I've chaired the associates Council, the Membership committee, and the Spike Club and I help put together community outreach programs such as "Sleep-In-Heavenly Peace" which is a non-profit business that provides beds to kids in need. I put together a team of 50 volunteers to build 80 beds in a day!

I serve on my Church board and helped orchestrate the acquisition of our new facility. I run the First Impression team of over 45

members. From Greeters, Connect Table, Coffee Host, Ushers and Security, I schedule, train and team build the entire team. I also run a Prison Ministry program out at ISCI.

I am serving my first term on the State of Idaho BCA executive committee. I participate in 3 meetings per year located around Idaho. We gather information from our lobbyist, building officials and Codes board on changes to our industry. We fact check and bring back our reports to our local associations.

I was hired by A-1 Heating back in 1996 to clean the warehouse. I build an inventory system, scanning software and helped write the purchase order computer software that later became the current version of ComputerEase. I moved into the service manager's position in 2003 and accepted the position of Operations Manager in 2005. When the economy crashed we had to recreate our brand. I took on the task of rebranding, new logo, website, new mission statement. Today A-1 Heating is ranked in the top 20 Lennox dealers in North American and Canada out of 7300 Lennox Dealers. A-1 Heating is recognized as Meridians Best, Idaho's #1 and The Finest Signature Contractor in the NW.

I am also a real estate agent with Keller Williams Realty, Boise.

As you can see I have a servant's heart and love to give back. I truly believe one of the greatest quotes came from Theodore Roosevelt, **"Every man owes part of his time and money to the business or industry in which he engages. No man has a moral right to withhold his support from an organization that is striving to improve conditions within his sphere."**