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
Tuesday, October 19, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

2. Invocation:

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 5, 2021

B. Accounts Payable Dated October 14, 2021, in the amount of $904,833.72

C. Findings of Fact and Conclusion of Law

1. Findings of Fact and Conclusions of Law for Case No. 20-07-AN (Annexation), 20-16-S (Pre Plat) – Arrowwood Heights Subdivision

D. Final Plat

1. Case No 21-16-FP (Final Plat) Redcloud Subdivision No. 2
2. Case No. 21-17-FP (Final Plat) Sadie Creek Subdivision No. 2
3. Case No. 21-18-FP (Final Plat) Kern River Heights

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.

E. Resolutions

1. Resolution R50-2021

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
   - SETTING FORTH CERTAIN PURPOSES;
   - AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL RESOURCE OFFICER SERVICES COSTS INTERAGENCY AGREEMENT
   - DIRECTING THE CITY CLERK; AND
   - SETTING AN EFFECTIVE DATE.

2. Resolution R51-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R03-2021 AND REAPPOINTING A MEMBER OF THE PLANNING AND ZONING COMMISSION.

4. Resolution R52-2021

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;
   - Setting Forth Findings; and
   - Authorizing the Mayor to execute and the City Clerk to Attest that certain Falcon Crest Lift Station Grant Deed by and between Cloverdale Ranch, a partnership, and the Estate of Hansgeorg Borbonus and Terry Cook (collectively, Grantor and the City of Kuna, Idaho "Grantee'; and
   - Directing the City Clerk; and
   - Setting an Effective Date.

5. External Reports or Requests:

6. Public Hearings:

A. 21-11-AN (Annexation) & 21-03-DA (Development Agreement) – East Kuna Annexation: KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000,

S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200). – Jace Hellman, Planning and Zoning Director ACTION ITEM

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

B. 21-02-OA (Ordinance Amendment) – Power Transmission Line Regulations: Jace Hellman, Planning and Zoning Director ACTION ITEM.

Consideration to approve Ordinance 2021-31:
An Ordinance of the City Council of the City of Kuna:

- Making Certain Findings
- Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code Making Technical Changes to the Zoning Regulation of Electrical Energy Transmission Lines as Unique Land Uses; And
- Directing the City Clerk; And
- Providing an Effective Date

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

7. Business Items:

A. 21-02-TE (Time Extension) Rising Sun Estates Final Plat: Jessica Reid, Planning and Zoning ACTION ITEM
Wendy Shrief of JUB Engineers, on behalf of M3 ID Rising Sun, LLC, requests Time Extension approval for the Rising Sun Estates Subdivision Final Plat. The project is located on the southwest corner of E Kuna and S Stroebel Roads (APNs: R0615250567, R0615251201); Section 25, Township 2 North, Range 1 West.

8. Ordinances:

A. Consideration to approve Ordinance 2021-30 ACTION ITEM
-Second Reading
AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;

- REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “WILD ANIMALS” AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PROHIBITED ANIMALS,” WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND
- AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND
- REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED “DISEASED ANIMALS,” WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED “CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS,” PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND
- AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION; MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND
- REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PENALTIES,” WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “RESPONSIBILITY FOR ANIMALS OWNED BY MINORS,” WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED “DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS,” WHICH PROVIDES

PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND

- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED "APPEAL PROCEDURE FOR AFFECTED PERSONS," WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED "PENALTIES," WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

9. Executive Session:

Executive Session request per IC 74-206(e) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. ACTION ITEM

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 5, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. *Call to Order and Roll Call*
(Timestamp 00:00:19)

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

CITY STAFF PRESENT:
Marc Bybee, City Attorney – In Person
Chris Engels, City Clerk – In Person
Jared Empey, City Treasurer – In Person
Bobby Withrow, Parks Director – In Person
Mike Fratusco, Kuna Police Chief – In Person
Jace Hellman, P & Z Director – In Person
Troy Behunin, Senior Planner – In Person

2. *Invocation:*

3. *Pledge of Allegiance:* Mayor Stear
(*Timestamp 00:00:31)*

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

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.

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A. Regular City Council Meeting Minutes Dated September 21, 2021

B. Accounts Payable Dated September 30, 2021, in the amount of $886,117.38

C. Findings of Fact and Conclusion of Law

1. Findings of Fact and Conclusions of Law for Case No. 20-07-AN (Annexation), 20-16-S (Pre Plat) – Arrowwood Heights Subdivision
   - Removed from the Agenda.

2. Findings of Fact and Conclusions of Law for Case No. 21-01-ZC (Rezone) & 21-01-S (Preliminary Plat) – Circinae Valley Subdivision

D. Case No. 21-14-FP (Final Plat) for Arroyo Vista No. 1

E. Resolutions

1. Resolution R42-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO TO COVER THE INSTALLATION OF TEMPORARY PORTABLE WIRING AND EQUIPMENT FOR CARNIVALS, CIRCUSES, AND FAIRS AS OUTLINED IN THE NATIONAL ELECTRICAL CODE ARTICLE 525 THAT OCCUR IN KUNA IDAHO ON CITY PROPERTY.

2. Resolution R43-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY GREYHAWK LAND COMPANY, LLC, FOR GREYHAWK SUBDIVISION NO. 12 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R45-2021
   - Pulled from consent and placed under business for further discussion.

   A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- Making certain Findings;
- Approving and authorizing the Mayor and the City Clerk to execute on behalf of the City Council that certain agreement with the City of Kuna entitled “Preconstruction Sewer Extension Agreement” by and between the City of Kuna, Select Development and Contracting LLC, and The Westpark Company, Inc. for the design and construction of forcemain improvements; and
- Directing the City Clerk; and
- Setting an Effective Date.

4. Resolution R46-2021

   A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH JUB ENGINEERING, INC. FOR ASSISTANCE WITH ADMINISTRATION OF THE AMERICAN RESCUE PLAN ACT FUNDS ISSUED TO THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. Resolution R47-2021

   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROCUREMENT POLICY; AND AUTHORIZING THE MAYOR TO SIGN SAID DOCUMENT.

6. Resolution R48-2021
   -Removed from the Agenda
   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "*ANIMAL WELFARE AND ENFORCEMENT AGREEMENT"* WITH THE IDAHO HUMANE SOCIETY TO PROVIDE ANIMAL CONTROL SERVICES WITHIN THE CITY OF KUNA, IDAHO FOR THE 2022 FISCAL YEAR, OCTOBER 1,2021 TO SEPTEMBER 30, 2022, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

7. Resolution R49-2021
   -Pulled from consent and placed under business for further discussion
   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT BETWEEN VALLEY REGIONAL TRANSIT AND CITY OF KUNA FOR PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION; AUTHORIZING THE CITY TREASURER TO PAY THE PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION IN THE AMOUNT OF FORTY-ONE THOUSAND FOUR HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS ($41,455.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Motion To: Approve the Consent Agenda remove ….and move… to B under business…
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

5. External Reports or Requests:

(Timestamp 00:04:55)

A. Mayors Recognition Awards, Mayor Stear

Mayor Stear recognized citizens and city staff that went above and beyond

B. City Council Candidates

City Council Candidates were given the opportunity to speak and present who they are.

C. Domestic Violence Awareness Month Proclamation, Mayor Stear

Mayor Stear read the Domestic Violence Awareness Month Proclamation

6. Public Hearings:

(Timestamp 00:36:55)

A. Consideration to approve Case No. 21-02-CPF (Combination Preliminary & Final Plat) Falcon Crest Clubhouse – Troy Behunin, Senior Planner; Wendy Shrief of JUB Engineers, on behalf of M3 ID Falcon Crest, LLC, requests approval for a Combined Preliminary and Final Plat in order to create a buildable lot for a Clubhouse, 1 commercial lot, 1 common lot and 1 private road lot over 12.42 acres at the Falcon Crest Golf Course development. Section 22, Township 2 North, Range 1 East. ACTION ITEM

Troy Behunin, Senior Planner, reviewed the application and stood for questions.

Mark Tate, applicant, reviewed the application and stood for questions.

http://kunacity.id.gov/DocumentCenter/View/7742/FC-Clubhouse-CC-PACKET-PDF

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

Motion To: Close the evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

Motion To: Approve Case No. 21-02-CPF (Combination Preliminary & Final Plat) Falcon Crest Clubhouse
Motion By: Council Member McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None

Recused: None
Absent: None
Motion Passed: 4-0-0

7. Business Items:

(Timestamp 00:57:35)

A. Consideration to approve Resolution R44-2021. Mike Borzick, GIS / Paul Stevens, City Engineer and Public Works Director. ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FEES, ASSESSMENTS AND POLICIES FOR THE KUNA MUNICIPAL IRRIGATION DISTRICT FOR THE 2022 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ASSESSMENT BOOK FOR THE 2022 IRRIGATION SEASON; RECEIVING AND ACCEPTING THE ESTIMATE OF EXPENSES FOR THE 2022 IRRIGATION SEASON; SETTING THE TIME AND PLACE FOR THE MEETING OF THE BOARD OF CORRECTION FOR 2022 ASSESSMENTS; SETTING FEES FOR CONNECTING TO SAID IRRIGATION SYSTEM; SETTING UNIFORM METHOD OF ALLOCATING ASSESSMENTS FOR THE 2022 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.

Mike Borzick, Public Works, reviewed irrigation assessment and stood for questions.

Motion To: Approve Resolution R44-2021.
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

B. R45-2021 – Moved from consent to business

(Timestamp 01:03:32)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- Making certain Findings;
- Approving and authorizing the Mayor and the City Clerk to execute on behalf of the City Council that certain agreement with the City of Kuna entitled "Preconstruction Sewer Extension Agreement" by and between the City of Kuna, Select Development and Contracting LLC, and The Westpark Company, Inc. for the design and construction of forcemain improvements; and
- Directing the City Clerk; and
- Setting an Effective Date.

Council Member Laraway asked why there was no monetary amount for the agreement.

Jared Empey, City Treasurer, responded to the question.

Paul Stevens, Public Works Director, responded to the question as well.

Further discussion continued between Council and City Staff.

Motion To: Approve Resolution R45-2021.
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Motion Passed: 4-0-0

C. R49-2021 – Moved from consent to business
(Timestamp 01:27:00)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COOPERATIVE AGREEMENT BETWEEN VALLEY REGIONAL TRANSIT AND CITY OF KUNA FOR PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION; AUTHORIZING THE CITY TREASURER TO PAY THE PUBLIC TRANSPORTATION FINANCIAL CONTRIBUTION IN THE AMOUNT OF FORTY-ONE THOUSAND FOUR HUNDRED AND FIFTY-FIVE DOLLARS AND ZERO CENTS ($41,455.00); AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Council Member Cardoza asked why the city is paying Valley Regional Transit $41,455.00.

Mayor Stear and City Staff responded to Council Member Cardoza.

Motion To: Approve Resolution R49-2021.
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Motion Passed: 4-0-0

8. Ordinances:

(Timestamp 01:34:25)

A. Consideration to approve Ordinance 2021-29 ACTION ITEM

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S DB DEVELOPMENT LLC.; AND

- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NAMPA & MERIDIAN IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive Three readings
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Ordinance 2021-29
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

B. Consideration to approve Ordinance 2021-30 ACTION ITEM
(Timestamp 01:36:25)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;
- REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “WILD ANIMALS” AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PROHIBITED ANIMALS,” WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN

ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND

- AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND
- REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED "DISEASED ANIMALS," WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED "CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS," PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND
- AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION; MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND
- REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED "PENALTIES," WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED "RESPONSIBILITY FOR ANIMALS OWNED BY MINORS," WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED "DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS," WHICH PROVIDES PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND

- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED "APPEAL PROCEDURE FOR AFFECTED PERSONS," WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED "PENALTIES," WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve summary publication

Motion To: Waive Three readings (Motion rescinded)
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: Council and City Staff further discussed the Ordinance
Recused: None
Absent: None
Motion Passed: N/A

9. Executive Session:

10. Mayor/Council Announcements:

(Timestamp 02:00:00)

Chief Fratusco announced that Kuna Police Department has its own Facebook page

11. Adjournment: **8:05**

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 10.19.2021

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
A COMPANY, INC.												
1463	A COMPANY, INC.	114-12477322		STANDARD & ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 10/5/12 - 11/1/21 - ECONOMIC VILLAGE	10/11/2021	505.96	.00	01-6135 PUBLIC ENTERTAINMENT	0	10/21		
Total 114-12477322:						505.96	.00					
1463	A COMPANY, INC.	114-12479997		STANDARD PORTABLE RESTROOM RENTAL, #T273, WEEKLY SERVICE, 9/13/21 - 10/10/21 - CITY FARM	10/11/2021	99.96	.00	21-6090 FARM EXPENDITURES	0	10/21		
Total 114-12479997:						99.96	.00					
1463	A COMPANY, INC.	114-12479999		ADA WHEELCHAIR ACCESSIBLE & STANDARD RESTROOM RENTAL, #ADA493 & #KK099, WEEKLY SERVICE, 9/13/21 - 10/10/21 - GREENBELT AT CITY HALL	10/11/2021	327.53	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12479999:						327.53	.00					
1463	A COMPANY, INC.	114-12480001		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM, #ADANO#10, WEEKLY SERVICE, 9/13/21 - 10/10/21 - THE FARM PARK	10/11/2021	214.32	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12480001:						214.32	.00					
1463	A COMPANY, INC.	114-12480002		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM, #ADA188, WEEKLY								

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SERVICE, 9/13/21 - 10/10/21 - ARBOR RIDGE PARK	10/11/2021	214.32	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12480002:						214.32	.00					
1463	A COMPANY, INC.	114-12480005		ADA WHEELCHAIR ACCESIBLE PORTABLE RESTROOM, #ADA392, BI-WEEKLY, 9/13/21 - 10/10/21 - SADIE CREEK PARK	10/11/2021	172.96	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12480005:						172.96	.00					
1463	A COMPANY, INC.	114-12480006		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM, #ADA412, WEEKLY SERVICE, 9/13/21 - 10/10/21 - NICHOLSON PARK	10/11/2021	218.92	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12480006:						218.92	.00					
1463	A COMPANY, INC.	114-12480007		ADA PORTABLE RESTROOM RENTAL, #ADA397, BI-WEEKLY, 9/13/21 - 10/10/21 - WINCHESTER PARK	10/11/2021	172.96	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12480007:						172.96	.00					
Total A COMPANY, INC.:						1,926.93	.00					
A.M.E. ELECTRIC, INC.												
1210	A.M.E. ELECTRIC, INC.	211576-1	12427	PANEL UPGRADE FOR CHAPPAROSA C. OSWALD, OCT.'21	09/30/2021	7,238.44	.00	25-6020 CAPITAL IMPR0VEMENTS	1262	10/21		
Total 211576-1:						7,238.44	.00					
1210	A.M.E. ELECTRIC, INC.	211585-1	12427	PANEL UPGRADE FOR SUTTERS MILL, C. OSWALD, OCT.'21	09/30/2021	4,975.14	.00	25-6020 CAPITAL IMPR0VEMENTS	1262	10/21		

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 211585-1:						4,975.14	.00					
Total A.M.E. ELECTRIC, INC.:						12,213.58	.00					
ACEM												
839	ACEM	60122.00		1ST QUARTER MEMBERSHIP CONTRIBUTION DUES, FY 2022, OCT. '21	10/01/2021	2,274.50	.00	01-6075 DUES & MEMBERSHIPS	0	10/21		
Total 60122.00:						2,274.50	.00					
Total ACEM:						2,274.50	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	10082021ACH		ACHD IMPACT FEE, SEPT.'21	10/08/2021	123,588.00	123,588.00	30-2081 ACHD IMPACT FEE	0	10/21	10/08/2021	
Total 10082021ACHDI:						123,588.00	123,588.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						123,588.00	123,588.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16772		SHOP RENT FOR OCTOBER 2021-PARKS	09/15/2021	148.50	148.50	01-6211 RENT-BUILDINGS & LAND	1004	10/21	10/01/2021	
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16772		SHOP RENT FOR OCTOBER 2021-WATER	09/15/2021	126.00	126.00	20-6211 RENT-BUILDINGS & LAND	1004	10/21	10/01/2021	
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16772		SHOP RENT FOR OCTOBER 2021-SEWER	09/15/2021	121.50	121.50	21-6211 RENT - BUILDINGS & LAND	1004	10/21	10/01/2021	
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16772		SHOP RENT FOR OCTOBER 2021-PI	09/15/2021	54.00	54.00	25-6211 RENT - BUILDINGS & LAND	1004	10/21	10/01/2021	
Total 16772:						450.00	450.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	450.00					

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
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	10082021		PROSECUTORIAL SERVICES FOR OCTOBER 2021	10/01/2021	4,500.00	4,500.00	01-6203 PROSECUTORIAL SERVICES	0	10/21	10/08/2021	
Total 10082021:						4,500.00	4,500.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	4,500.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081214		INTERNET SERVICES AT THE PARKS OFFICE, OCT. '21	10/02/2021	164.75	.00	01-6290 UTILITIES	1004	10/21		
Total IN-800108121416:						164.75	.00					
Total ADVANCED COMMUNICATIONS, INC.:						164.75	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	17733114		TELEPHONE, DATA & NETWORK SERVICES, 10/01-10/31/2021-ADMIN	10/01/2021	343.85	.00	01-6255 TELEPH0NE	0	10/21		
1411	ALLSTREAM BUSINESS US, INC	17733114		TELEPHONE, DATA & NETWORK SERVICES, 10/01-10/31/2021-WATER	10/01/2021	319.29	.00	20-6255 TELEPH0NE EXPENSE	0	10/21		
1411	ALLSTREAM BUSINESS US, INC	17733114		TELEPHONE, DATA & NETWORK SERVICES, 10/01-10/31/2021-SEWER	10/01/2021	319.29	.00	21-6255 TELEPH0NE EXPENSE	0	10/21		
1411	ALLSTREAM BUSINESS US, INC	17733114		TELEPHONE, DATA & NETWORK SERVICES, 10/01-10/31/2021-PI	10/01/2021	122.79	.00	25-6255 TELEPH0NE EXPENSE	0	10/21		
1411	ALLSTREAM BUSINESS US, INC	17733114		TELEPHONE, DATA & NETWORK SERVICES, 10/01-10/31/2021-P&Z	10/01/2021	122.79	.00	01-6255 TELEPH0NE	1003	10/21		
Total 17733114:						1,228.01	.00					
Total ALLSTREAM BUSINESS US, INC:						1,228.01	.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	77774		ADDITIONAL PEST CONTROL FOR PARKS OFFICE, SEPT. '21	09/29/2021	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/21		
Total 77774:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	.00					
AMERESCO INC												
2076	AMERESCO INC	42325		VFD/MEMBRANES/MEMPULSE UPGRADE, FOR WORK COMPLETED 9/1/21 - 9/30/21 - SEWER	10/07/2021	205,079.60	.00	21-6020 CAPITAL IMPR0VEMENTS	1263	10/21		
Total 42325:						205,079.60	.00					
Total AMERESCO INC:						205,079.60	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	84992		LAB TESTS, SEPT. '21	09/30/2021	1,381.30	.00	21-6152 M & R - LABORATORY COSTS	0	10/21		
Total 84992:						1,381.30	.00					
1	ANALYTICAL LABORATORIES	84993		LAB TESTS, SEPT. '21	09/30/2021	1,653.95	.00	21-6152 M & R - LABORATORY COSTS	0	10/21		
Total 84993:						1,653.95	.00					
Total ANALYTICAL LABORATORIES:						3,035.25	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	10693		FY 2022 AIC MEMBERSHIP DUES. OCT. '21	07/08/2021	9,574.80	.00	01-6075 DUES & MEMBERSHIPS	0	10/21		
Total 10693:						9,574.80	.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 ASSOCIATION OF IDAHO CITIES:					9,574.80	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	9838	12309	PROPANE, M. NADEAU, SEPT'21	09/14/2021	20.03	.00	21-6150 M & R - SYSTEM	0	10/21		
	Total 9838:					20.03	.00					
1846	BIG SKY RENTALS LLC	9878	12380	PROPANE, J.DALRYMPLE, SEPT.'21	09/23/2021	14.65	.00	21-6150 M & R - SYSTEM	0	10/21		
	Total 9878:					14.65	.00					
	Total BIG SKY RENTALS LLC:					34.68	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	111209	12486	LIFTING BOLT FOR BLOWER MOTORS, M. NADEAU, OCT. '21	10/11/2021	20.04	.00	21-6150 M & R - SYSTEM	0	10/21		
	Total 111209:					20.04	.00					
	Total BOISE RIGGING SUPPLY:					20.04	.00					
BONNEVILLE BLUEPRINT SUPPLY, INC.												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	91251/2	12398	SCANNER PAPER, D. STEPHENS, SEPT. '21	09/29/2021	127.92	.00	01-6165 OFFICE SUPPLIES	1005	10/21		
	Total 91251/2:					127.92	.00					
	Total BONNEVILLE BLUEPRINT SUPPLY, INC.:					127.92	.00					
BURKHOLDER GROUP, INC												
1753	BURKHOLDER GROUP, INC	09302021BG	12433	REMOVAL OF COTTONWOOD TREES ALONG GREENBELT FOR SAFETY, B. WITHROW, SEPT. '21	09/30/2021	14,500.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		

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 09302021BG:						14,500.00	.00					
Total BURKHOLDER GROUP, INC:						14,500.00	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	172228.1	12369	4 EA SCISSORS, FOR TREATMENT PLANT, SEPT'21 - WATER	09/29/2021	6.35	.00	20-6165 0FFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172228.1	12369	4 EA SCISSORS, FOR TREATMENT PLANT, SEPT'21 - SEWER	09/29/2021	6.35	.00	21-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172228.1	12369	4 EA SCISSORS, FOR TREATMENT PLANT, SEPT'21 - PI	09/29/2021	2.42	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 172228.1:						15.12	.00					
1795	BUYWYZ LLC	172471	12403	2 CASES PAPER TOWELS, 1 CARTON TRASH CAN LINERS, 4 EA SOAP DISPENSERS, SEPT'21 - SENIOR CENTER	09/30/2021	292.09	.00	01-6025 JANITORIAL	1001	10/21		
1795	BUYWYZ LLC	172471	12403	1 DOZEN BLUE MARKERS, 1 DOZEN GREEN MARKERS, 1 PACK WRTIE-ON TABS, 1 EA WIRELESS MOUSE, FOR CITY HALL, SEPT'21 - AMDIN	09/30/2021	21.23	.00	01-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172471	12403	1 DOZEN BLUE MARKERS, 1 DOZEN GREEN MARKERS, 1 PACK WRTIE-ON TABS, 1 EA WIRELESS MOUSE, FOR CITY HALL, SEPT'21 - WATER	09/30/2021	14.53	.00	20-6165 0FFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172471	12403	1 DOZEN BLUE MARKERS, 1 DOZEN GREEN MARKERS, 1 PACK WRTIE-ON TABS, 1 EA WIRELESS MOUSE, FOR CITY HALL, SEPT'21 - SEWER	09/30/2021	14.53	.00	21-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172471	12403	1 DOZEN BLUE MARKERS, 1 DOZEN GREEN MARKERS, 1 PACK WRTIE-ON TABS, 1 EA WIRELESS MOUSE, FOR CITY								

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
				HALL, SEPT'21 - PI	09/30/2021	5.59	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 172471:						347.97	.00					
1795	BUYWYZ LLC	172687	12462	1 EA WALL CALENDAR, 2 EA COMPACT DESK CALENDAR, 1 EA DESK CALENDAR, 10 EA DAILY APPOINTMENT BOOK, FOR TREATMENT PLANT, OCT'21 - WATER	10/08/2021	127.93	.00	20-6165 0FFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 EA WALL CALENDAR, 2 EA COMPACT DESK CALENDAR, 1 EA DESK CALENDAR, 10 EA DAILY APPOINTMENT BOOK, FOR TREATMENT PLANT, OCT'21 - SEWER	10/08/2021	127.93	.00	21-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 EA WALL CALENDAR, 2 EA COMPACT DESK CALENDAR, 1 EA DESK CALENDAR, 10 EA DAILY APPOINTMENT BOOK, FOR TREATMENT PLANT, OCT'21 - PI	10/08/2021	48.74	.00	25-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	4 PACKS OF BLUE MULTIPURPOSE CARD, OCT'21 - BUILDING INSPECTION	10/08/2021	77.80	.00	01-6165 OFFICE SUPPLIES	1005	10/21		
1795	BUYWYZ LLC	172687	12462	1 EA WIRELESS MOUSE, FOR C. MERRITT, OCT'21 - ADMIN	10/08/2021	7.46	.00	01-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 EA WIRELESS MOUSE, FOR C. MERRITT, OCT'21 - WATER	10/08/2021	9.85	.00	20-6165 0FFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 EA WIRELESS MOUSE, FOR C. MERRITT, OCT'21 - SEWER	10/08/2021	9.85	.00	21-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 EA WIRELESS MOUSE, FOR C. MERRITT, OCT'21 - PI	10/08/2021	2.68	.00	25-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 CARTON OF FRENCH ROAST COFFEE, 2 EA SCISSORS, 1 DOZEN YELLOW MARKERS, FOR CITY HALL, OCT'21 - ADMIN	10/08/2021	24.59	.00	01-6165 OFFICE SUPPLIES	0	10/21		

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
1795	BUYWYZ LLC	172687	12462	1 CARTON OF FRENCH ROAST COFFEE, 2 EA SCISSORS, 1 DOZEN YELLOW MARKERS, FOR CITY HALL, OCT'21 - WATER	10/08/2021	16.82	.00	20-6165 0FFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 CARTON OF FRENCH ROAST COFFEE, 2 EA SCISSORS, 1 DOZEN YELLOW MARKERS, FOR CITY HALL, OCT'21 - SEWER	10/08/2021	16.82	.00	21-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172687	12462	1 CARTON OF FRENCH ROAST COFFEE, 2 EA SCISSORS, 1 DOZEN YELLOW MARKERS, FOR CITY HALL, OCT'21 - PI	10/08/2021	6.47	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 172687:						476.94	.00					
Total BUYWYZ LLC:						840.03	.00					
CASELLE INC												
1239	CASELLE INC	112533		CONTRACT SUPPORT AND MAINTENANCE FOR 11/01-11/30/2021-ADMIN	10/01/2021	661.20	.00	01-6052 CONTRACT SERVICES	0	10/21		
1239	CASELLE INC	112533		CONTRACT SUPPORT AND MAINTENANCE FOR 11/01-11/30/2021-WATER	10/01/2021	452.40	.00	20-6052 CONTRACT SERVICES	0	10/21		
1239	CASELLE INC	112533		CONTRACT SUPPORT AND MAINTENANCE FOR 11/01-11/30/2021-SEWER	10/01/2021	452.40	.00	21-6052 C0NTRACT SERVICES	0	10/21		
1239	CASELLE INC	112533		CONTRACT SUPPORT AND MAINTENANCE FOR 11/01-11/30/2021-PI	10/01/2021	174.00	.00	25-6052 C0NTRACT SERVICES	0	10/21		
Total 112533:						1,740.00	.00					
Total CASELLE INC:						1,740.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA.								

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
				09/25-10/24/2021-WATER	09/25/2021	23.89	23.89	20-6255 TELEPH0NE EXPENSE	0	10/21	10/08/2021	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 09/25-10/24/2021-SEWER	09/25/2021	23.89	23.89	21-6255 TELEPH0NE EXPENSE	0	10/21	10/08/2021	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 09/25-10/24/2021-PI	09/25/2021	9.08	9.08	25-6255 TELEPH0NE EXPENSE	0	10/21	10/08/2021	
Total 2089221136586B09252021:						56.86	56.86					
62	CENTURYLINK	208922932280		INTERNET SERVICES AT THE SHOP, 09/25-10/24/2021-PARK	09/25/2021	100.58	100.58	01-6255 TELEPH0NE	1004	10/21	10/08/2021	
Total 2089229322801B09252021:						100.58	100.58					
Total CENTURYLINK:						157.44	157.44					
CHARLES R GNIECH												
2000	CHARLES R GNIECH	1183	12410	REPAIR TO CABLE SHACKLE, T. SHAFFER, SEPT '21 - SEWER	09/25/2021	181.25	181.25	21-6150 M & R - SYSTEM	0	10/21	10/08/2021	
Total 1183:						181.25	181.25					
Total CHARLES R GNIECH:						181.25	181.25					
COMPASS												
4	COMPASS	222011		1ST QUARTER MEMBERSHIP DUES, FY 2022	10/01/2021	3,039.00	.00	01-6075 DUES & MEMBERSHIPS	0	10/21		
Total 222011:						3,039.00	.00					
Total COMPASS:						3,039.00	.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-454683-21	12459	1500 GALLSON OF UNLEADED, T. SHAFFER, OCT. '21	10/07/2021	5,068.56	.00	21-6300 FUEL	0	10/21		

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 IN-454683-21:						5,068.56	.00					
Total CONRAD & BISCHOFF INC:						5,068.56	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8772	12412	TROUBLESHOOTING A POWER ISSUE AT 10 MILE, CHANGING WIRING FOR HEAT TRACE AT ORCHARD LIFT STATION , T. FLEMING, SEPT. '21	09/29/2021	170.00	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 8772:						170.00	.00					
147	CUSTOM ELECTRIC, INC.	8773	12413	TROUBLESHOOTING PROCESS BLOWER # 800, CUTLER HAMMER, T. FLEMING, SEPT. '30	09/29/2021	1,615.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
Total 8773:						1,615.00	.00					
147	CUSTOM ELECTRIC, INC.	8774-SFTWR	12425	SCADA UPGRADES, T.FLEMING, SEPT.'21-WATER	09/30/2021	19,122.60	.00	20-6166 PP&E PURCHASES OPERATIONS	1228	10/21		
147	CUSTOM ELECTRIC, INC.	8774-SFTWR	12425	SCADA UPGRADES, T.FLEMING, SEPT.'21-SEWER	09/30/2021	19,122.60	.00	21-6166 PP&E PURCHASES - OPERATIONS	1228	10/21		
147	CUSTOM ELECTRIC, INC.	8774-SFTWR	12425	SCADA UPGRADES, T.FLEMING, SEPT.'21-PI	09/30/2021	7,284.80	.00	25-6166 PP&E PURCHASES - OPERATIONS	1228	10/21		
Total 8774-SFTWR:						45,530.00	.00					
Total CUSTOM ELECTRIC, INC.:						47,315.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	10242	12436	2 SPOOLS OF WEED EATER STRING, B.VILLANUEVA, OCT.'21	10/04/2021	79.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		

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 10242:						79.98	.00					
75	D & B SUPPLY	10254		NUTS & BOLTS FOR STOCK FOR EQUIPMENT REPAIRS , OCT. '21-ADMIN	10/04/2021	155.38	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/21		
75	D & B SUPPLY	10254		NUTS & BOLTS FOR STOCK FOR EQUIPMENT REPAIRS , OCT. '21-WATER	10/04/2021	62.15	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/21		
75	D & B SUPPLY	10254		NUTS & BOLTS FOR STOCK FOR EQUIPMENT REPAIRS , OCT. '21-SEWER	10/04/2021	62.15	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
75	D & B SUPPLY	10254		NUTS & BOLTS FOR STOCK FOR EQUIPMENT REPAIRS , OCT. '21-PI	10/04/2021	31.08	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
Total 10254:						310.76	.00					
75	D & B SUPPLY	10333	12437	MISC BOLTS, NUTS & WASHERS, J. MORFIN, OCT.'21-ADMIN	10/04/2021	22.17	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/21		
75	D & B SUPPLY	10333	12437	MISC BOLTS, NUTS & WASHERS, J. MORFIN, OCT.'21-WATER	10/04/2021	8.87	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/21		
75	D & B SUPPLY	10333		MISC BOLTS, NUTS & WASHERS, J. MORFIN, OCT.'21-SEWER	10/04/2021	8.87	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
75	D & B SUPPLY	10333		MISC BOLTS, NUTS & WASHERS, J. MORFIN, OCT.'21-PI	10/04/2021	4.42	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
Total 10333:						44.33	.00					
75	D & B SUPPLY	10334	12445	HOODIE FOR R.WARWICK, OCT.'21	10/04/2021	49.99	.00	01-6285 UNIF0RMS	1004	10/21		

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 10334:						49.99	.00					
75	D & B SUPPLY	10374	12447	SAFETY POST CAPS , J.MORFIN, OCT.'21	10/05/2021	83.93	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total 10374:						83.93	.00					
75	D & B SUPPLY	10529	12457	NOZZLE FOR THE FLEET SHOP WELDER, S. HOWELL, OCT. '21-ADMIN	10/06/2021	6.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/21		
75	D & B SUPPLY	10529	12457	NOZZLE FOR THE FLEET SHOP WELDER, S. HOWELL, OCT. '21-WATER	10/06/2021	2.60	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/21		
75	D & B SUPPLY	10529	12457	NOZZLE FOR THE FLEET SHOP WELDER, S. HOWELL, OCT. '21-SEWER	10/06/2021	2.60	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
75	D & B SUPPLY	10529	12457	NOZZLE FOR THE FLEET SHOP WELDER, S. HOWELL, OCT. '21-PI	10/06/2021	1.29	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
Total 10529:						12.99	.00					
75	D & B SUPPLY	11419	12490	WEED EATER HEAD, B. VILLANUEVA, OCT'21 - PARKS	10/12/2021	39.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/21		
Total 11419:						39.99	.00					
75	D & B SUPPLY	2038	12426	HOODIES FOR J. MORFIN, D. ABBOTT, B. VILLANUEVA, J. PEREZ, SEPT. '21	09/30/2021	199.96	.00	01-6285 UNIF0RMS	1004	10/21		
75	D & B SUPPLY	2038	12426	SPRINKLER PARTS, J. MORFIN, SEPT. '21	09/30/2021	3.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		

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 2038:						203.94	.00					
75	D & B SUPPLY	2662	12440	BIBS FOR T. FLEMING, J. DALRYMPLE, R. SCHMIDT, OCT.'21	10/04/2021	359.97	.00	21-6285 UNIF0RMS EXPENSE	0	10/21		
Total 2662:						359.97	.00					
75	D & B SUPPLY	62969	12414	2 HOODIES FOR M. SMITH & B. REED, SEPT. '21	09/30/2021	104.98	.00	01-6285 UNIF0RMS	1004	10/21		
Total 62969:						104.98	.00					
75	D & B SUPPLY	88900	12423	SWEATSHIRTS FOR FOR M.MEADE AND J.DURHAM, SEPT.'21	09/30/2021	104.98	.00	01-6285 UNIF0RMS	1004	10/21		
75	D & B SUPPLY	88900	12423	2 CYCLE OIL FOR WEED EATERS, B. WITHROW, SEPT. '21	09/30/2021	31.08	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/21		
Total 88900:						136.06	.00					
Total D & B SUPPLY:						1,426.92	.00					
DIGLINE												
25	DIGLINE	0066442-IN		DIG FEES, AUGUST. '21-WATER	08/31/2021	343.22	343.22	20-6065 DIG LINE EXPENSE	0	10/21	10/08/2021	
25	DIGLINE	0066442-IN		DIG FEES, AUGUST. '21-SEWER	08/31/2021	343.22	343.22	21-6065 DIG LINE EXPENSE	0	10/21	10/08/2021	
25	DIGLINE	0066442-IN		DIG FEES, AUGUST. '21-PI	08/31/2021	130.74	130.74	25-6065 DIG LINE EXPENSE	0	10/21	10/08/2021	
Total 0066442-IN:						817.18	817.18					
25	DIGLINE	0066649-IN		DIG FEES. SEPT. '21-WATER	09/30/2021	352.39	.00	20-6065 DIG LINE EXPENSE	0	10/21		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
25	DIGLINE	0066649-IN		DIG FEES. SEPT. '21-SEWER	09/30/2021	352.39	.00	21-6065 DIG LINE EXPENSE	0	10/21		
25	DIGLINE	0066649-IN		DIG FEES. SEPT. '21-PI	09/30/2021	134.24	.00	25-6065 DIG LINE EXPENSE	0	10/21		
Total 0066649-IN:						839.02	.00					
Total DIGLINE:						1,656.20	817.18					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	10082021DMH		PLUMBING PERMITS, SEPTEMBER 2021	10/08/2021	8,482.48	8,482.48	01-6052 CONTRACT SERVICES	1005	10/21	10/08/2021	
Total 10082021DMH:						8,482.48	8,482.48					
Total DMH ENTERPRISES:						8,482.48	8,482.48					
ELAM & BURKE												
796	ELAM & BURKE	192775		LEGAL SERVICES, URBAN RENEWAL-GENERAL REPRESENTATION, 9/7-30/2021	09/30/2021	180.00	.00	52-6045 CONTINGENCY	0	10/21		
Total 192775:						180.00	.00					
Total ELAM & BURKE:						180.00	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	10082021ECI		ELECTRICAL PERMITS, SEPTEMBER 2021	10/08/2021	12,447.75	12,447.75	01-6052 CONTRACT SERVICES	1005	10/21	10/08/2021	
Total 10082021ECI:						12,447.75	12,447.75					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						12,447.75	12,447.75					
FATBEAM LLC												

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
1831	FATBEAM LLC	21029		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT 2021-ADMIN	10/01/2021	95.00	95.00	01-6052 CONTRACT SERVICES	0	10/21	10/01/2021	
1831	FATBEAM LLC	21029		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT 2021-WATER	10/01/2021	65.00	65.00	20-6052 CONTRACT SERVICES	0	10/21	10/01/2021	
1831	FATBEAM LLC	21029		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT 2021-SEWER	10/01/2021	65.00	65.00	21-6052 C0NTRACT SERVICES	0	10/21	10/01/2021	
1831	FATBEAM LLC	21029		MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT 2021-PI	10/01/2021	25.00	25.00	25-6052 C0NTRACT SERVICES	0	10/21	10/01/2021	
Total 21029:						250.00	250.00					
Total FATBEAM LLC:						250.00	250.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0792880-1		4 EACH CONCRETE BLOCKS, T. FLEMING, SEPT. 21	09/21/2021	62.00	.00	21-6150 M & R - SYSTEM	0	10/21		
219	FERGUSON ENTERPRISES INC	0792880-1		6 EA RAPTOR 4 WAY SILL KEYS, T. FLEMING, SEPT. '21	09/21/2021	41.70	.00	21-6175 SMALL TOOLS	0	10/21		
Total 0792880-1:						103.70	.00					
Total FERGUSON ENTERPRISES INC:						103.70	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	8072110	12404	STEEL HOSE MENDER, HEX PIPE COUPLING, CLAMP, FOR MBR UPGRADES, M.NADEAU, SEPT.'21	09/30/2021	201.75	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 8072110:						201.75	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8081293		HEX PIPE COUPLINGS FOR UPGRADE, T. SHAFFER, OCT. '21	10/11/2021	48.75	.00	21-6150 M & R - SYSTEM	0	10/21		

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 8081293:						48.75	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						250.50	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	3445		MICROSOFT PUBLISHER, J. EDINGER, SEPT. '21	09/30/2021	160.98	160.98	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/21	10/01/2021	
Total 3445:						160.98	160.98					
2014	FREUND PROPERTIES LLC	3463		IT TICKETS & SUPPORT, OCT. '21-ADMIN	10/04/2021	1,150.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/21		
2014	FREUND PROPERTIES LLC	3463		IT TICKETS & SUPPORT, OCT. '21-WATER	10/04/2021	1,518.66	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	10/21		
2014	FREUND PROPERTIES LLC	3463		IT TICKETS & SUPPORT, OCT. '21-SEWER	10/04/2021	1,518.66	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
2014	FREUND PROPERTIES LLC	3463		IT TICKETS & SUPPORT, OCT. '21-PI	10/04/2021	414.18	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
2014	FREUND PROPERTIES LLC	3463		LOGGED IN AND USED PRODUCT KEY, J. EDINGER, OCT. '21-ADMIN	10/04/2021	44.65	.00	01-6165 OFFICE SUPPLIES	0	10/21		
2014	FREUND PROPERTIES LLC	3463		LOGGED IN AND USED PRODUCT KEY, J. EDINGER, OCT. '21-WATER	10/04/2021	1.14	.00	20-6165 0FFICE SUPPLIES	0	10/21		
2014	FREUND PROPERTIES LLC	3463		LOGGED IN AND USED PRODUCT KEY, J. EDINGER, OCT. '21-SEWER	10/04/2021	1.14	.00	21-6165 OFFICE SUPPLIES	0	10/21		
2014	FREUND PROPERTIES LLC	3463		LOGGED IN AND USED PRODUCT KEY, J. EDINGER, OCT. '21-PI	10/04/2021	.57	.00	25-6165 OFFICE SUPPLIES	0	10/21		

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 3463:						4,649.50	.00					
Total FREUND PROPERTIES LLC:						4,810.48	160.98					
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	CD10021902	12438	LONGO-PAC BAGS, T. SHAFFER, OCT. '21	10/06/2021	2,350.00	.00	21-6150 M & R - SYSTEM	0	10/21		
Total CD10021902:						2,350.00	.00					
Total HUBER TECHNOLOGY, INC.:						2,350.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - ADMIN	10/01/2021	441.83	441.83	01-6290 UTILITIES	0	10/21	10/01/2021	
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - SENIOR CENTER	10/01/2021	277.57	277.57	01-6290 UTILITIES	1001	10/21	10/01/2021	
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - PARKS	10/01/2021	1,167.66	1,167.66	01-6290 UTILITIES	1004	10/21	10/01/2021	
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - WATER	10/01/2021	13,101.68	13,101.68	20-6290 UTILITIES EXPENSE	0	10/21	10/01/2021	
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - SEWER	10/01/2021	25,844.79	25,844.79	21-6290 UTILITIES EXPENSE	0	10/21	10/01/2021	
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - FARM	10/01/2021	14,532.57	14,532.57	21-6090 FARM EXPENDITURES	0	10/21	10/01/2021	
38	IDAHO POWER CO	10012021I		ELECTRIC SERVICE 8/19-9/17/21 - P.I	10/01/2021	23,269.14	23,269.14	25-6290 UTILITIES EXPENSE	0	10/21	10/01/2021	
Total 10012021I:						78,635.24	78,635.24					
Total IDAHO POWER CO:						78,635.24	78,635.24					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	14191	12326	AD# 147696, LEGAL PUBLIC NOTICE, ARBOR RIDGE VILLAS, CASE NO. 21-03-CPF, J. REID,								

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
				SEPT. '21	09/22/2021	47.92	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14191:						47.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14192	12325	AD# 147704, LEGAL PUBLIC NOTICE, SABINOS ROCKY RIDGE,CASE NO. 21-01-PUD, 21 -04-AN, 21-03-2C, 21-03-S, 21-04 -SUP, 21-01, J. REID, SEPT. '21	09/22/2021	56.80	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14192:						56.80	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14194	12354	AD# 149041, LEGAL PUBLIC NOTICE, MERLIN COTTAGES, 20-01-PUD, 20-08-S, 20-06-ZC, 20-05-SUP, J. REID, SEPT. '21	09/22/2021	51.62	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14194:						51.62	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14401	12376	AD# 150808, LEGAL PUBLIC NOTICE, EAST KUNA INDUSTRIAL, CASE NO. 21-11-AN, J. REID, SEPT. '21	09/29/2021	53.10	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14401:						53.10	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14800	12375	AD# 150802, LEGAL PUBLIC NOTICE, CASE NO. 21-02-0A, POWER TRANSMISSION LINE REGULATIONS, J. REID, SEPT. '21	10/06/2021	100.22	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14800:						100.22	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14801	12415	AD# 153731, LEGAL PUBLIC NOTICE, CASE NO. 21-04-S, FALCON CREST GOLF VILLAGES, J. RIED, SEPT. '21	10/06/2021	47.92	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		

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 14801:						47.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14802	12418	AD# 153896, LEGAL PUBLIC NOTICE, CASE NO. 21-04-ZC & 21-05-S, EWING MEADOWS SUBDIVISION, J.REID, SEPT.'21	10/06/2021	47.92	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14802:						47.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	14803	12428	AD# 153902, LEGAL PUBLIC NOTICE, CASE NO. 21-07-AN, 2425 N LOCUST GROVE ANNEXATION, T.BEHUNIN, OCT.'21	10/06/2021	42.74	.00	01-6125 LEGAL PUBLICATI0NS	1003	10/21		
Total 14803:						42.74	.00					
Total IDAHO PRESS TRIBUNE, LLC:						448.24	.00					
INTEGRITY INSPECTION SOLUTIONS INC												
1981	INTEGRITY INSPECTION SOLUTIONS INC	Y21M9-1483		CLEANING OF DISCOVERY LIFT STATION, T. FLEMING, SEPT. '21	09/30/2021	8,680.00	.00	21-6150 M & R - SYSTEM	0	10/21		
Total Y21M9-1483:						8,680.00	.00					
Total INTEGRITY INSPECTION SOLUTIONS INC:						8,680.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196092		NATURAL GAS CONSUMPTION AT SENIOR CENTER, 08/27-09/27/2021	09/28/2021	41.43	41.43	01-6290 UTILITIES	1001	10/21	10/08/2021	
Total 48213519609272021:						41.43	41.43					
37	INTERMOUNTAIN GAS CO	482327707092		NATURAL GAS CONSUMPTION AT PARKS, 08/27-09/27/2021	09/28/2021	5.67	5.67	01-6290 UTILITIES	1004	10/21	10/08/2021	

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 48232770709282021:						5.67	5.67					
37	INTERMOUNTAIN GAS CO	482634665092		NATURAL GAS CONSUMPTION AT CITY HALL, 08/27-09/27/2021-ADMIN	09/28/2021	4.14	4.14	01-6290 UTILITIES	0	10/21	10/08/2021	
37	INTERMOUNTAIN GAS CO	482634665092		NATURAL GAS CONSUMPTION AT CITY HALL, 08/27-09/27/2021-WATER	09/28/2021	3.85	3.85	20-6290 UTILITIES EXPENSE	0	10/21	10/08/2021	
37	INTERMOUNTAIN GAS CO	482634665092		NATURAL GAS CONSUMPTION AT CITY HALL, 08/27-09/27/2021-SEWER	09/28/2021	3.85	3.85	21-6290 UTILITIES EXPENSE	0	10/21	10/08/2021	
37	INTERMOUNTAIN GAS CO	482634665092		NATURAL GAS CONSUMPTION AT CITY HALL, 08/27-09/27/2021-PI	09/28/2021	1.47	1.47	25-6290 UTILITIES EXPENSE	0	10/21	10/08/2021	
37	INTERMOUNTAIN GAS CO	482634665092		NATURAL GAS CONSUMPTION AT CITY HALL, 08/27-09/27/2021-P&Z	09/28/2021	1.47	1.47	01-6290 UTILITIES	1003	10/21	10/08/2021	
Total 48263466509282021:						14.78	14.78					
Total INTERMOUNTAIN GAS CO:						61.88	61.88					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09242021-093		SANITATION RECEIPT TRANSFER 09/24-09/30/2021	10/01/2021	11,161.01	11,161.01	26-7000 SOLID WASTE SERVICE FEES	0	10/21	10/01/2021	
230	J & M SANITATION, INC.	09242021-093		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 09/24-09/30/2021	10/01/2021	-1,102.71	-1,102.71	01-4170 FRANCHISE FEES	0	10/21	10/01/2021	
Total 09242021-09302021:						10,058.30	10,058.30					
230	J & M SANITATION, INC.	10012021-100		SANITATION RECEIPT TRANSFER 10/01-10/07/2021	10/08/2021	38,715.96	38,715.96	26-7000 SOLID WASTE SERVICE FEES	0	10/21	10/08/2021	
230	J & M SANITATION, INC.	10012021-100		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 10/01-10/07/2021	10/08/2021	-3,825.14	-3,825.14	01-4170 FRANCHISE FEES	0	10/21	10/08/2021	

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 10012021-10072021:						34,890.82	34,890.82					
Total J & M SANITATION, INC.:						44,949.12	44,949.12					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	439		JANITORIAL SERVICES FOR OCT'21, FOR CITY HALL- ADMIN	10/01/2021	212.80	.00	01-6025 JANITORIAL	0	10/21		
1976	JONATHAN STRICKLAND	439		JANITORIAL SERVICES FOR OCT'21, FOR CITY HALL - WATER	10/01/2021	145.60	.00	20-6025 JANITORIAL	0	10/21		
1976	JONATHAN STRICKLAND	439		JANITORIAL SERVICES FOR OCT'21, FOR CITY HALL - SEWER	10/01/2021	145.60	.00	21-6025 JANITORIAL	0	10/21		
1976	JONATHAN STRICKLAND	439		JANITORIAL SERVICES FOR OCT'21, FOR CITY HALL - PI	10/01/2021	56.00	.00	25-6025 JANITORIAL	0	10/21		
Total 439:						560.00	.00					
1976	JONATHAN STRICKLAND	440		JANITORIAL SERVICES FOR OCT'21 - SENIOR CENTER	10/01/2021	446.00	.00	01-6025 JANITORIAL	1001	10/21		
Total 440:						446.00	.00					
1976	JONATHAN STRICKLAND	441		JANITORIAL SERVICES FOR OCT'21, FOR TREATMENT PLANT - WATER	10/01/2021	126.00	.00	20-6025 JANITORIAL	0	10/21		
1976	JONATHAN STRICKLAND	441		JANITORIAL SERVICES FOR OCT'21, FOR TREATMENT PLANT - SEWER	10/01/2021	126.00	.00	21-6025 JANITORIAL	0	10/21		
1976	JONATHAN STRICKLAND	441		JANITORIAL SERVICES FOR OCT'21, FOR TREATMENT PLANT - PI	10/01/2021	48.00	.00	25-6025 JANITORIAL	0	10/21		
Total 441:						300.00	.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 JONATHAN STRICKLAND:						1,306.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0146473		PROFESSIONAL SERVICES FOR KUNA 4TH STREET IMPROVEMENTS, 08/01-09/04/2021	09/24/2021	4,081.50	.00	01-6045 C0NTINGENCY	1253	10/21		
Total 0146473:						4,081.50	.00					
1236	J-U-B ENGINEERS, INC.	0146543		PROFESSIONAL SERVICES FROM 08/01-09/04/2021, ZAMZOWS PROPERTY AND UPRRR PROPERTY SURVEY, B. WITHROW, SEPT. '21	09/28/2021	600.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total 0146543:						600.00	.00					
1236	J-U-B ENGINEERS, INC.	0146773		PROFESSIONAL SERVICES FOR NTP TASK 4 TO 09/30/2021, PARKLING LOT DESIGN THROUGH CONSTRUCTION PHASE	10/06/2021	800.00	.00	40-6020 CAPITAL IMPROVEMENTS	1173	10/21		
Total 0146773:						800.00	.00					
1236	J-U-B ENGINEERS, INC.	0146796		PROFESSIONAL SERVICES FOR DANSKIN & PATAGONIA LIFT STATIONS, 09/05-09/30/2021	10/06/2021	636.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/21		
Total 0146796:						636.00	.00					
Total J-U-B ENGINEERS, INC.:						6,117.50	.00					
KAMAN INDUSTRIAL TECHNOLOGIES												
396	KAMAN INDUSTRIAL TECHNOLOGIES	I12843	11850	BEARINGS FOR THE PUMPS, M.NADEAU, JUN.'21	06/25/2021	1,839.05	1,839.05	21-6150 M & R - SYSTEM	0	10/21	10/08/2021	

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 I12843:						1,839.05	1,839.05					
396	KAMAN INDUSTRIAL TECHNOLOGIES	M616791	11900	4 SETS OF GREASE SEALS FOR THE FILTRATION MOTORS , M. NADEAU, JUL. '21	07/12/2021	549.82	549.82	21-6150 M & R - SYSTEM	0	10/21	10/08/2021	
Total M616791:						549.82	549.82					
396	KAMAN INDUSTRIAL TECHNOLOGIES	T488988	11900	3 SETS OF GREASE SEALS FOR MOTORS, M. NADEAU, JUL. '21	07/19/2021	43.56	43.56	21-6150 M & R - SYSTEM	0	10/21	10/08/2021	
Total T488988:						43.56	43.56					
396	KAMAN INDUSTRIAL TECHNOLOGIES	W329922	12018	2 SETS OF INPUT SEALS, SHAFT SEAL FOR GEAR BOX ON WASH PUMP, M. NADEAU, JULY'21	07/28/2021	244.66	244.66	21-6150 M & R - SYSTEM	0	10/21	10/08/2021	
Total W329922:						244.66	244.66					
Total KAMAN INDUSTRIAL TECHNOLOGIES:						2,677.09	2,677.09					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	10082021KC		CONTRIBUTION FROM CORNHOLE TOURNAMENT FROM KUNA DAYS	10/08/2021	907.54	907.54	01-6135 PUBLIC ENTERTAINMENT	0	10/21	10/08/2021	
Total 10082021KC:						907.54	907.54					
Total KUNA CHAMBER OF COMMERCE:						907.54	907.54					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	10621		FIBER OPTIC LEASE FOR SEPTEMBER 2021-ADMIN	10/06/2021	114.00	.00	01-6255 TELEPH0NE	0	10/21		
199	KUNA JT. SCHOOL DISTRICT NO. 3	10621		FIBER OPTIC LEASE FOR SEPTEMBER 2021-WATER	10/06/2021	78.00	.00	20-6255 TELEPH0NE EXPENSE	0	10/21		

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
199	KUNA JT. SCHOOL DISTRICT NO. 3	10621		FIBER OPTIC LEASE FOR SEPTEMBER 2021-SEWER	10/06/2021	78.00	.00	21-6255 TELEPH0NE EXPENSE	0	10/21		
199	KUNA JT. SCHOOL DISTRICT NO. 3	10621		FIBER OPTIC LEASE FOR SEPTEMBER 2021-PI	10/06/2021	30.00	.00	25-6255 TELEPH0NE EXPENSE	0	10/21		
Total 10621:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A124224	12244	WEDGE ANCHORS FOR LAGOON REHAB #1, T.FLEMING, AUG.'21	08/31/2021	2.07	.00	21-6150 M & R - SYSTEM	0	10/21		
Total A124224:						2.07	.00					
499	KUNA LUMBER	A124508		CONDUIT FOR WATER TOWER REPAIR, S. HOWELL, SEPT. '21	09/17/2021	16.64	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total A124508:						16.64	.00					
499	KUNA LUMBER	A124633	12379	NAILS FOR WATER TOWER BUILDING, J.ADAMS, SEPT.'21	09/23/2021	660.98	.00	40-6020 CAPITAL IMPROVEMENTS	1237	10/21		
Total A124633:						660.98	.00					
499	KUNA LUMBER	A124731	12393	WELDING GLOVES FOR SAFETY, FLEET SHOP, B. GILLOGY, SEPT'21-ADMIN	09/28/2021	5.84	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		
499	KUNA LUMBER	A124731	12393	WELDING GLOVES FOR SAFETY, FLEET SHOP, B. GILLOGY, SEPT'21-WATER	09/28/2021	2.34	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		
499	KUNA LUMBER	A124731	12393	WELDING GLOVES FOR SAFETY, FLEET SHOP, B. GILLOGY, SEPT'21-SEWER	09/28/2021	2.34	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		

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
499	KUNA LUMBER	A124731	12393	WELDING GLOVES FOR SAFETY, FLEET SHOP, B. GILLOGY, SEPT'21-PI	09/28/2021	1.17	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		
Total A124731:						11.69	.00					
499	KUNA LUMBER	A124769	12406	PADDLELOCK BRACKET FOR WATER TOWER BUILDING, R.WARWICK, SEPT.'21	09/29/2021	5.84	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/21		
Total A124769:						5.84	.00					
499	KUNA LUMBER	A124779	12416	3 KEYS FOR ECON VILLAGE, B. WITHROW, SEPT. '21	09/30/2021	9.66	.00	01-6160 MISCELLANE0US EXPENSES	0	10/21		
Total A124779:						9.66	.00					
499	KUNA LUMBER	A124922	12463	CABLE TIES, J. MORFIN, OCT. '21	10/06/2021	21.59	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total A124922:						21.59	.00					
499	KUNA LUMBER	A125021	12483	33 PC SECURITY BIT SET FOR PLAYGROUND EQUIPMENT AT BERNIE FISHER PARK, R. WARWICK, OCT'21	10/11/2021	12.59	.00	01-6175 SMALL TOOLS	1004	10/21		
Total A125021:						12.59	.00					
499	KUNA LUMBER	B155874	12372	NAIL APRON FOR MEMBRANE PLANT ,R. DAVILA, SEPT.'21	09/22/2021	10.78	.00	21-6150 M & R - SYSTEM	0	10/21		
Total B155874:						10.78	.00					
499	KUNA LUMBER	B156049	12396	PAINT STRAINERS & LATCH FOR PUMP HOUSE REPAIR AT BERNIE FISHER, S. HOWELL, SEPT. '21	09/28/2021	8.69	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		

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 B156049:						8.69	.00					
499	KUNA LUMBER	B156073	12402	PAINTING SUPPLES FOR CHRISTMAS IN THE VILLAGE DECOR, S.JONES, SEPT.'21	09/29/2021	102.62	.00	01-6135 PUBLIC ENTERTAINMENT	1004	10/21		
Total B156073:						102.62	.00					
499	KUNA LUMBER	B156103	12419	12- EA 2-WAY COAX SPLITTER, D. CROSSLEY, SEPT. '21	09/30/2021	77.65	.00	20-6150 M & R - SYSTEM	0	10/21		
Total B156103:						77.65	.00					
499	KUNA LUMBER	B156115	12424	LOCKSET FOR WATER TOWER BUILDING, R.WARWICK, SEPT.'21	09/30/2021	35.71	.00	40-6020 CAPITAL IMPROVEMENTS	1237	10/21		
Total B156115:						35.71	.00					
499	KUNA LUMBER	B156143	12429	TAPPING SCREWS FOR MAINTENANCE AT SEWER DEPARTMENT, M.NADEAU, OCT.'21	10/01/2021	5.84	.00	21-6140 MAINT & REPAIR BUILDING	0	10/21		
Total B156143:						5.84	.00					
499	KUNA LUMBER	B156214		RETURN OF 3 2X6-92-5/8 STUDS, WATER TOWER BUILDING, B. WITHROW	10/04/2021	-23.19	.00	40-6020 CAPITAL IMPROVEMENTS	1237	10/21		
Total B156214:						-23.19	.00					
499	KUNA LUMBER	B156216	12441	20 EA KEYS FOR WATER TOWER BUILDING, J.MORFIN, OCT.'21	10/04/2021	45.34	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/21		

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 B156216:						45.34	.00					
499	KUNA LUMBER	B156235	12446	WOOD SHIMS, T. HAMILTON, OCT'21 - SEWER	10/05/2021	5.66	.00	21-6150 M & R - SYSTEM	0	10/21		
Total B156235:						5.66	.00					
499	KUNA LUMBER	B156249	12451	PAINTERS TAPE, SCRUB BRUSH, T. HAMILTON, OCT'21 - SEWER	10/05/2021	11.23	.00	21-6150 M & R - SYSTEM	0	10/21		
Total B156249:						11.23	.00					
499	KUNA LUMBER	B156253	12452	EXPAND FOAM SEALANT FOR SEWER OFFICE TREATMENT PLANT REMODEL, OCT.'21	10/05/2021	13.64	.00	21-6150 M & R - SYSTEM	0	10/21		
Total B156253:						13.64	.00					
499	KUNA LUMBER	B156256	12453	1 GALLON ACETONE FOR CLEANING BEFORE WELDING, S.HOWELL, FLEET, OCT.'21-ADMIN	10/05/2021	11.25	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	10/21		
499	KUNA LUMBER	B156256	12453	1 GALLON ACETONE FOR CLEANING BEFORE WELDING, FLEET, S.HOWELL, OCT.'21-WATER	10/05/2021	4.50	.00	20-6150 M & R - SYSTEM	0	10/21		
499	KUNA LUMBER	B156256	12453	1 GALLON ACETONE FOR CLEANING BEFORE WELDING, FLEET,S.HOWELL, OCT.'21-SEWER	10/05/2021	4.50	.00	21-6150 M & R - SYSTEM	0	10/21		
499	KUNA LUMBER	B156256	12453	1 GALLON ACETONE FOR CLEANING BEFORE WELDING, FLEET, S.HOWELL, OCT.'21-PI	10/05/2021	2.24	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/21		
Total B156256:						22.49	.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
499	KUNA LUMBER	B156303	12465	PAINT AND DOOR SWEEP FOR WATER TOWER BUILDING, R.WARWICK, OCT.21	10/06/2021	85.47	.00	40-6020 CAPITAL IMPROVEMENTS	1237	10/21		
Total B156303:						85.47	.00					
499	KUNA LUMBER	B156337	12472	PVC CAP, TAPE THREAD, MPT PLUG FOR RISER REPAIR AT THE FARM, J. DALRYMPLE, OCT. '21	10/07/2021	14.19	.00	21-6090 FARM EXPENDITURES	0	10/21		
Total B156337:						14.19	.00					
499	KUNA LUMBER	B156428	12482	PAINT SCRAPER, T.FLEMING, OCT.'21	10/11/2021	4.40	.00	21-6140 MAINT & REPAIR BUILDING	0	10/21		
Total B156428:						4.40	.00					
Total KUNA LUMBER:						1,161.58	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	4371	12251	METAL FOR SEWER PLANT, B. GILLOGY, SEPT'21 - SEWER	09/01/2021	4.46	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 4371:						4.46	.00					
1775	KUNA MACHINE LLC	4494	12456	LIGHT DEFLECTOR FOR STREET LIGHT, S. HOWELL, OCT.' 21	10/01/2021	70.16	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	10/21		
Total 4494:						70.16	.00					
1775	KUNA MACHINE LLC	4505	12454	STEEL DECOR FOR CONFERENCE ROOM, A.WELKER, OCT.'21 - PARKS	10/05/2021	80.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total 4505:						80.00	.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 KUNA MACHINE LLC:						154.62	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	10082021KRF		KRFD IMPACT FEES, SEPTEMBER 2021	10/08/2021	29,664.00	29,664.00	30-2082 KRFD IMPACT FEE	0	10/21	10/08/2021	
Total 10082021KRFDI:						29,664.00	29,664.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						29,664.00	29,664.00					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	10082021KRF		KRFD PLAN REVIEW FEES SEPTEMBER 2021	10/08/2021	149.90	149.90	30-2083 KRFD PLAN REVIEW FEE	0	10/21	10/08/2021	
Total 10082021KRFDPR:						149.90	149.90					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						149.90	149.90					
KWIK SILVER EMBROIDERY												
1769	KWIK SILVER EMBROIDERY	28011		CITY OF KUNA EMBROIDERY LONG & SHORT SLEEVE SHIRTS, C. OSWALD, OCT. '21-P&Z	10/02/2021	248.40	.00	01-6285 UNIF0RMS	1005	10/21		
1769	KWIK SILVER EMBROIDERY	28011		CITY OF KUNA EMBROIDERY LONG & SHORT SLEEVE SHIRTS, C. OSWALD, OCT. '21-WATER	10/02/2021	246.33	.00	20-6285 UNIF0RMS EXPENSE	0	10/21		
1769	KWIK SILVER EMBROIDERY	28011		CITY OF KUNA EMBROIDERY LONG & SHORT SLEEVE SHIRTS, C. OSWALD, OCT. '21-SEWER	10/02/2021	246.33	.00	21-6285 UNIF0RMS EXPENSE	0	10/21		
1769	KWIK SILVER EMBROIDERY	28011		CITY OF KUNA EMBROIDERY LONG & SHORT SLEEVE SHIRTS, C. OSWALD, OCT. '21-PI	10/02/2021	93.84	.00	25-6285 UNIF0RMS EXPENSE	0	10/21		
Total 28011:						834.90	.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
Total KWIK SILVER EMBROIDERY:						834.90	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800509868	12349	4 TIRES FOR VAN, B. BURR. SEPT. '21-WATER	09/20/2021	468.74	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/21		
221	LES SCHWAB TIRES	12800509868	12349	4 TIRES FOR VAN, B. BURR. SEPT. '21-PI	09/20/2021	117.18	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/21		
Total 12800509868:						585.92	.00					
221	LES SCHWAB TIRES	12800512769	12448	FRONT TIRES FOR JOHN DEERE BACKHOE, S. HOWELL. OCT. '21	10/05/2021	857.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/21		
Total 12800512769:						857.00	.00					
221	LES SCHWAB TIRES	12800512924	12460	3 TIRES FOR TRUCK #28, J. MORFIN, OCT. '21	10/06/2021	704.61	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	10/21		
Total 12800512924:						704.61	.00					
Total LES SCHWAB TIRES:						2,147.53	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR995564		CONTRACT BASE RATE FOR (10/03-11/02/2021) CONTRACT OVERAGE CHARGE FOR (09/03 -10/02/2021) MODEL# MPC4504EX, SERIAL # C737M540155 & C737M540938-ADMIN	10/05/2021	131.38	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	10/21		
1619	LOCAHAN LLC	AR995564		CONTRACT BASE RATE FOR (10/03-11/02/2021) CONTRACT OVERAGE CHARGE FOR (09/03 -10/02/2021) MODEL# MPC4504EX, SERIAL # C737M540155 & C737M540938-WATER	10/05/2021	121.99	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	10/21		

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	AR995564		CONTRACT BASE RATE FOR (10/03-11/02/2021) CONTRACT OVERAGE CHARGE FOR (09/03 -10/02/2021) MODEL# MPC4504EX, SERIAL # C737M540155 & C737M540938-SEWER	10/05/2021	121.99	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
1619	LOCAHAN LLC	AR995564		CONTRACT BASE RATE FOR (10/03-11/02/2021) CONTRACT OVERAGE CHARGE FOR (09/03 -10/02/2021) MODEL# MPC4504EX, SERIAL # C737M540155 & C737M540938-PI	10/05/2021	46.92	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/21		
1619	LOCAHAN LLC	AR995564		CONTRACT BASE RATE FOR (10/03-11/02/2021) CONTRACT OVERAGE CHARGE FOR (09/03 -10/02/2021) MODEL# MPC4504EX, SERIAL # C737M540155 & C737M540938-P&Z	10/05/2021	46.91	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	10/21		
Total AR995564:						469.19	.00					
Total LOCAHAN LLC:						469.19	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	0024310653		HYDRAULIC GAS CYLINDER RENTAL FOR SEPT. 2021	09/30/2021	44.06	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 0024310653:						44.06	.00					
Total MATHESON TRI-GAS INC:						44.06	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	10082021GL		CASH BOND RELEASE, R25-2021, LANDSCAPE/FENCING BOND	10/08/2021	193,053.53	193,053.53	30-2080 DEVELOPER DEPOSITS	0	10/21	10/08/2021	
Total 10082021GL:						193,053.53	193,053.53					

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 MISCELLANEOUS #2:						193,053.53	193,053.53					
NORCO, INC.												
222	NORCO, INC.	33132656	12390	WELDER GAS, B. WITHROW, SEPT'21 - PARKS	09/27/2021	337.81	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total 33132656:						337.81	.00					
Total NORCO, INC.:						337.81	.00					
PACIFIC STEEL												
584	PACIFIC STEEL	7798847	12468	WELD ON TABS FOR PLAYGROUND FENCE,FOR BERNIE FISHER PARK, S. HOWELL, OCT'21	10/07/2021	50.03	.00	40-6020 CAPITAL IMPROVEMENTS	1242	10/21		
Total 7798847:						50.03	.00					
Total PACIFIC STEEL:						50.03	.00					
PARTS, INC.												
470	PARTS, INC.	244424	12342	RATCHET STRAP, B. WITHROW, SEPT'21 - PARKS	09/20/2021	34.13	.00	01-6175 SMALL TOOLS	1004	10/21		
Total 244424:						34.13	.00					
470	PARTS, INC.	245058	12407	DIESEL ATTACHMENT FOR WATER TRUCK #39, J.COX, SEPT'21 - WATER	09/29/2021	18.96	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/21		
470	PARTS, INC.	245058	12407	DIESEL ATTACHMENT FOR WATER TRUCK #39, J.COX, SEPT'21 - PI	09/29/2021	4.74	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/21		
Total 245058:						23.70	.00					
470	PARTS, INC.	245287	12432	HYDRAULIC OIL & FILTER FOR JACOBSON MOWER, B. WITHROW, OCT'21 - PARKS	10/04/2021	74.36	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/21		

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 245287:						74.36	.00					
470	PARTS, INC.	245294	12432	HYDRAULIC OIL FOR THE JACOBSON MOWER, S.HOWELL, OCT'21 - PARKS	10/04/2021	83.52	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/21		
Total 245294:						83.52	.00					
470	PARTS, INC.	245327	12439	GRINDING BIT, FLEET SHOP TOOL, S.HOWELL, OCT'21 - ADMIN	10/04/2021	3.49	.00	01-6175 SMALL TOOLS	0	10/21		
470	PARTS, INC.	245327	12439	GRINDING BIT, FLEET SHOP TOOL, S.HOWELL, OCT'21 - WATER	10/04/2021	1.40	.00	20-6175 SMALL TOOLS	0	10/21		
470	PARTS, INC.	245327	12439	GRINDING BIT, FLEET SHOP TOOL, S.HOWELL, OCT'21 - SEWER	10/04/2021	1.40	.00	21-6175 SMALL TOOLS	0	10/21		
470	PARTS, INC.	245327	12439	GRINDING BIT, FLEET SHOP TOOL, S.HOWELL, OCT'21 - PI	10/04/2021	.70	.00	25-6175 SMALL TOOLS	0	10/21		
Total 245327:						6.99	.00					
470	PARTS, INC.	245335	12444	FUEL TREATMENT, FOR TRUCK #24, OCT'21 - PARKS	10/04/2021	9.99	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	10/21		
Total 245335:						9.99	.00					
Total PARTS, INC.:						232.69	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	BD5005		ALARM MONITORING FOR WELLS(SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 10/01-10/31/2021 - WATER	10/01/2021	221.41	221.41	20-6140 MAINT. & REPAIR BUILDING	0	10/21	10/01/2021	

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
1021	PEAK ALARM COMPANY, INC	BD5005		ALARM MONITORING FOR WELLS(SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 10/01-10/31/2021 - PI	10/01/2021	55.35	55.35	25-6140 MAINT & REPAIR BUILDING	0	10/21	10/01/2021	
Total BD5005:						276.76	276.76					
Total PEAK ALARM COMPANY, INC:						276.76	276.76					
QUADIENT FINANCE USA INC												
1770	QUADIENT FINANCE USA INC	09302021QPF		POSTAGE METER REFIL, SEPT'21 - ADMIN	09/30/2021	140.00	.00	01-6190 P0STAGE & BILLING	0	10/21		
1770	QUADIENT FINANCE USA INC	09302021QPF		POSTAGE METER REFIL, SEPT'21 - P&Z	09/30/2021	50.00	.00	01-6190 P0STAGE & BILLING	1003	10/21		
1770	QUADIENT FINANCE USA INC	09302021QPF		POSTAGE METER REFIL, SEPT'21 - WATER	09/30/2021	130.00	.00	20-6190 P0STAGE & BILLING	0	10/21		
1770	QUADIENT FINANCE USA INC	09302021QPF		POSTAGE METER REFIL, SEPT'21 - SEWER	09/30/2021	130.00	.00	21-6190 P0STAGE & BILLING	0	10/21		
1770	QUADIENT FINANCE USA INC	09302021QPF		POSTAGE METER REFIL, SEPT'21 - PI	09/30/2021	50.00	.00	25-6190 P0STAGE & BILLING	0	10/21		
Total 09302021QPF:						500.00	.00					
Total QUADIENT FINANCE USA INC:						500.00	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5062916517		COPY CHARGES, MODEL #IMC2000, SERIAL #C86262110, 9/1/21 - 9/30/21 - PARKS	10/01/2021	12.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/21		
Total 5062916517:						12.40	.00					
Total RICOH USA, INC. (MAINTENANCE):						12.40	.00					
RIMI INC												
1991	RIMI INC	10082021RIMI		COMMERCIAL MECHANICAL PERMITS, SEPTEMBER 2021	10/08/2021	385.80	385.80	01-6052 CONTRACT				

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
								SERVICES	1005	10/21	10/08/2021	
Total 10082021RIMI:						385.80	385.80					
Total RIMI INC:						385.80	385.80					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	8656507		1 EA KNIT BLAZER, 1 EA JACKET, 2 EA POLO, 4 EA LOGOS, FOR M. TREASURE, OCT'21 - ECONOMIC DEVELOPMENT	10/07/2021	152.60	.00	01-6160 MISCELLANE0US EXPENSES	4000	10/21		
Total 8656507:						152.60	.00					
Total SALUTE VENTURES INC:						152.60	.00					
SPF WATER ENGINEERING, L.L.C.												
1498	SPF WATER ENGINEERING, L.L.C.	30466		CONSULTING SERVICES FOR WELL #12, SEPT'21 - WATER	09/30/2021	1,350.01	.00	20-6020 CAPITAL IMPR0VEMENTS	1246	10/21		
Total 30466:						1,350.01	.00					
Total SPF WATER ENGINEERING, L.L.C.:						1,350.01	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4248		ANNUAL CITY HALL ALARM MONITORING, 10/1/21 - 9/30/22 - ADMIN	10/01/2021	100.77	.00	01-6140 MAINT. & REPAIR BUILDING	0	10/21		
1823	TECHNOLOGY SOLUTIONS LLC	4248		ANNUAL CITY HALL ALARM MONITORING, 10/1/21 - 9/30/22 - P&Z	10/01/2021	35.99	.00	01-6140 MAINT. & REPAIR BUILDING	1003	10/21		
1823	TECHNOLOGY SOLUTIONS LLC	4248		ANNUAL CITY HALL ALARM MONITORING, 10/1/21 - 9/30/22 - WATER	10/01/2021	93.57	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/21		
1823	TECHNOLOGY SOLUTIONS LLC	4248		ANNUAL CITY HALL ALARM MONITORING, 10/1/21 - 9/30/22 - SEWER	10/01/2021	93.57	.00	21-6140 MAINT & REPAIR BUILDING	0	10/21		

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
1823	TECHNOLOGY SOLUTIONS LLC	4248		ANNUAL CITY HALL ALARM MONITORING, 10/1/21 - 9/30/22 - PI	10/01/2021	35.98	.00	25-6140 MAINT & REPAIR BUILDING	0	10/21		
Total 4248:						359.88	.00					
1823	TECHNOLOGY SOLUTIONS LLC	4250		ANNUAL PARKS RESTROOM CLOUD SUBSCRIPTION, 10/1/21 - 9/30/22 - PARKS	10/01/2021	322.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total 4250:						322.50	.00					
Total TECHNOLOGY SOLUTIONS LLC:						682.38	.00					
TIMBER CREEK RECYCLING LLC												
2018	TIMBER CREEK RECYCLING LLC	T5775	12411	COMPOST FOR PARKS, J. MORFIN, SEPT'21 - PARKS	09/29/2021	3,282.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/21		
Total T5775:						3,282.00	.00					
Total TIMBER CREEK RECYCLING LLC:						3,282.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:07830819		5 EA 5-GALLON WATER BOTTLES, OCT'21 - PARKS	10/08/2021	28.50	.00	01-6165 OFFICE SUPPLIES	1004	10/21		
Total 2160:07830819:						28.50	.00					
992	TREASURE VALLEY COFFEE	2160:07861958	12480	5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - ADMIN	10/08/2021	10.83	.00	01-6165 OFFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07861958	12480	5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - WATER	10/08/2021	7.41	.00	20-6165 0FFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07861958	12480	5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - SEWER	10/08/2021	7.41	.00	21-6165 OFFICE SUPPLIES	0	10/21		

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
992	TREASURE VALLEY COFFEE	2160:07861958	12480	5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - PI	10/08/2021	2.85	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 2160:07861958:						28.50	.00					
992	TREASURE VALLEY COFFEE	2160:07861966		4 EA 5-GALLON WATER BOTTLES, OCT'21 - PARKS	10/08/2021	22.80	.00	01-6165 OFFICE SUPPLIES	1004	10/21		
Total 2160:07861966:						22.80	.00					
992	TREASURE VALLEY COFFEE	2160:07865041		5 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, OCT'21 - WATER	10/08/2021	11.45	.00	20-6165 0FFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07865041		5 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, OCT'21 - SEWER	10/08/2021	11.45	.00	21-6165 OFFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07865041		5 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, OCT'21 - PI	10/08/2021	4.35	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 2160:07865041:						27.25	.00					
992	TREASURE VALLEY COFFEE	2160:07867913		1 CASE COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - ADMIN	10/06/2021	23.86	.00	01-6165 OFFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07867913		1 CASE COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - WATER	10/06/2021	16.33	.00	20-6165 0FFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07867913		1 CASE COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - SEWER	10/06/2021	16.33	.00	21-6165 OFFICE SUPPLIES	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07867913		1 CASE COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - PI	10/06/2021	6.28	.00	25-6165 OFFICE SUPPLIES	0	10/21		

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 2160:07867913:						62.80	.00					
992	TREASURE VALLEY COFFEE	2160:07898557		2 EA SORE THROAT LOZENGES, 1 EA COUGH & COLD RELIEF, 2 EA IBUPROFEN, 1 EA LIP BALM, 1 EA ALCOHOL SWABS, 2 EA OINTMENTS, 2 EA KUCKLE BANDAGES, 4 EA TWEEZERS, B. WITHROW, OCT'21 - PARKS	10/06/2021	71.92	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	10/21		
Total 2160:07898557:						71.92	.00					
Total TREASURE VALLEY COFFEE:						241.77	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	009712451943		THE UPS STORE, POSTAGE TO DEQ, TREATMENT PLANT, SEPT.'21 - WATER	09/02/2021	12.15	.00	20-6190 P0STAGE & BILLING	0	10/21		
1444	U.S. BANK (VISA)	009712451943		THE UPS STORE, POSTAGE TO DEQ, TREATMENT PLANT, SEPT.'21 - SEWER	09/02/2021	12.15	.00	21-6190 P0STAGE & BILLING	0	10/21		
1444	U.S. BANK (VISA)	009712451943		THE UPS STORE, POSTAGE TO DEQ, TREATMENT PLANT, SEPT.'21 - P.I	09/02/2021	4.62	.00	25-6190 P0STAGE & BILLING	0	10/21		
Total 00971245194300767553:						28.92	.00					
1444	U.S. BANK (VISA)	042912380002		ADOBE INC, RECURRING MEMBERSHIP CHARGE, TREATMENT PLANT, AUG.'21 - WATER	08/26/2021	14.27	.00	20-6075 DUES & MEMBERSHIPS	0	10/21		
1444	U.S. BANK (VISA)	042912380002		ADOBE INC, RECURRING MEMBERSHIP CHARGE, TREATMENT PLANT, AUG.'21 - SEWER	08/26/2021	14.27	.00	21-6075 DUES & MEMBERSHIPS	0	10/21		
1444	U.S. BANK (VISA)	042912380002		ADOBE INC, RECURRING MEMBERSHIP CHARGE, TREATMENT PLANT, AUG.'21 - P.I	08/26/2021	5.44	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	10/21		

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 04291238000206833629:						33.98	.00					
1444	U.S. BANK (VISA)	042912690005		ADOBE, MEMBERSHIP, RECURRING CHARGE, TREATMENT PLANT, SEPT.'21 - WATER	09/26/2021	14.27	.00	20-6075 DUES & MEMBERSHIPS	0	10/21		
1444	U.S. BANK (VISA)	042912690005		ADOBE, MEMBERSHIP, RECURRING CHARGE, TREATMENT PLANT, SEPT.'21 - SEWER	09/26/2021	14.27	.00	21-6075 DUES & MEMBERSHIPS	0	10/21		
1444	U.S. BANK (VISA)	042912690005		ADOBE, MEMBERSHIP, RECURRING CHARGE, TREATMENT PLANT, SEPT.'21 - P.I	09/26/2021	5.44	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	10/21		
Total 04291269000523873623:						33.98	.00					
1444	U.S. BANK (VISA)	064112651307		DROPBOX, MEMBERSHIP HELP DESK, TREATMENT PLANT, SEPT.'21 - WATER	09/22/2021	39.18	.00	20-6075 DUES & MEMBERSHIPS	0	10/21		
1444	U.S. BANK (VISA)	064112651307		DROPBOX, MEMBERSHIP HELP DESK, TREATMENT PLANT, SEPT.'21 - SEWER	09/22/2021	39.18	.00	21-6075 DUES & MEMBERSHIPS	0	10/21		
1444	U.S. BANK (VISA)	064112651307		DROPBOX, MEMBERSHIP HELP DESK, TREATMENT PLANT, SEPT.'21 - P.I	09/22/2021	14.93	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	10/21		
Total 06411265130752818335:						93.29	.00					
1444	U.S. BANK (VISA)	078012510270		FLAGPOLE FARM, POLY 10X15 FLAG FOR CITY HALL, B.WITHROW, SEPT.'21	09/08/2021	232.00	.00	01-6160 MISCELLANE0US EXPENSES	0	10/21		
Total 07801251027016605962:						232.00	.00					
1444	U.S. BANK (VISA)	113412580000	12316	ZOOM VIDEO COMMUNICATIONS 9/15/21-9/14/22, J. REID, SEPT .'21	09/15/2021	149.90	.00	01-6075 DUES & MEMBERSHIPS	1003	10/21		

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 11341258000041578729:						149.90	.00					
1444	U.S. BANK (VISA)	113412680000		CANVA.COM, SUBSCRIPTION, M.TREASURE, ECON DEVELOPMENT, SEPT.'21	09/25/2021	119.99	.00	01-6075 DUES & MEMBERSHIPS	4000	10/21		
Total 11341268000041409170:						119.99	.00					
1444	U.S. BANK (VISA)	133912520012		D & B SUPPLY, SAFETY VEST, SEPT.'21 - BUILDING DEPT	09/09/2021	15.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1005	10/21		
1444	U.S. BANK (VISA)	133912520012		D & B SUPPLY, 2 SETS XL THERMALS, BUILDING DEPT, C.OSWALD, SEPT.'21	09/09/2021	111.98	.00	01-6285 UNIF0RMS	1005	10/21		
Total 13391252001245244182:						127.97	.00					
1444	U.S. BANK (VISA)	230012420910	12228	WEDA, CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	650.00	.00	01-6265 TRAINING & SCH00LING	4000	10/21		
Total 230012420910050000026:						650.00	.00					
1444	U.S. BANK (VISA)	310612380837	12171	AMAZON, LIGHT FOR THE FLAG POLE AT TREATMENT PLANT, S. HOWELL, AUG. '21 - WATER	08/26/2021	27.93	.00	20-6150 M & R - SYSTEM	0	10/21		
1444	U.S. BANK (VISA)	310612380837	12171	AMAZON, LIGHT FOR THE FLAG POLE AT TREATMENT PLANT, S. HOWELL, AUG. '21 - P.I	08/26/2021	10.63	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/21		
1444	U.S. BANK (VISA)	310612380837	12171	AMAZON, LIGHT FOR THE FLAG POLE AT TREATMENT PLANT, S. HOWELL, AUG. '21 - SEWER	08/26/2021	27.93	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 31061238083718013569:						66.49	.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
1444	U.S. BANK (VISA)	310612410833	12202	AMAZON, RUBBER GLOVES, 12 BOXES, 5 OBD-2 RIBBON EXTENSION CABLES FOR VEHICLES, J. LORENTZ, AUG. '21	08/29/2021	271.46	.00	01-6025 JANITORIAL	1004	10/21		
Total 31061241083306960721:						271.46	.00					
1444	U.S. BANK (VISA)	310612520833		SWANK, HOCUS POCUS, MOVIE FOR HALLOWEEN IN VILLAGE, S.JONES, OCTOBER RENTAL, 10/29/-10/31/2021	09/09/2021	480.00	.00	01-6135 PUBLIC ENTERTAINMENT	0	10/21		
Total 31061252083304393392:						480.00	.00					
1444	U.S. BANK (VISA)	316812588370	12303	SMRTFOODSVC, CHEFS STORE, BBQ FOODS FOR EMPLOYEE BBQ, N.STAUFFER, OCT.'21	09/14/2021	186.81	.00	01-6155 MEETINGS/COMMITTEES	0	10/21		
Total 31681258837000040164:						186.81	.00					
1444	U.S. BANK (VISA)	326912685006	12384	MOR ELECTRIC HEATING, REPAIR PART FOR GREENBELT BATHROOM HEATER, S. HOWELL, SEPT. '21	09/24/2021	48.48	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/21		
Total 32691268500659418873:						48.48	.00					
1444	U.S. BANK (VISA)	374612593006	12327	ENGRAVING CONNECTION, ENGRAVING ON PLAQUES FOR ART PIECES DOWNTOWN, ARTS COMMISSION, S. JONES, SEPT'21	09/16/2021	117.64	.00	03-6379 EXPENDITURES - ART SHOWS	0	10/21		
Total 37461259300665110617:						117.64	.00					
1444	U.S. BANK (VISA)	374612593006		ENGRAVING CONNECTION, ENGRAVING ON PLAQUES FOR ART PIECES DOWNTOWN, ARTS COMMISSION, SEPT.'21	09/16/2021	88.92	.00	03-6379 EXPENDITURES - ART SHOWS	0	10/21		

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 37461259300665110799:						88.92	.00					
1444	U.S. BANK (VISA)	374612671002	12378	BIG MICS, ECONOMIC DEVELOPMENT LUNCH, J. EMPEY, SEPT. '21	09/24/2021	106.83	.00	01-6155 MEETINGS/COMMITTEES	4000	10/21		
Total 37461267100290975495:						106.83	.00					
1444	U.S. BANK (VISA)	374712520000	12281	PREP BLAST, CWI, R. DAVILIA, REGISTRATION FOR CERTIFICATION EXAM, SEPT.'21	09/08/2021	25.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	10/21		
Total 37471252000018537088:						25.00	.00					
1444	U.S. BANK (VISA)	374712580000		PREP BLAST, CWI, REGISTRATION FOR CERTIFICATION EXAM, R.SCHMIDT, SEPT.'21	09/14/2021	25.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	10/21		
Total 37471258000019136470:						25.00	.00					
1444	U.S. BANK (VISA)	374712610000	12335	PREP BLAST, CWI, REGISTRATION FOR CERTIFICATION EXAM, T.HAMILTON, SEPT.'21	09/17/2021	25.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	10/21		
Total 3747126100009474082:						25.00	.00					
1444	U.S. BANK (VISA)	430012609810		SHERWIN WILLIAMS, PAINT FOR SEWER MAINTENANCE OFFICE, C.OSWALD, SEPT.'21 - WATER	09/17/2021	25.23	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/21		
1444	U.S. BANK (VISA)	430012609810		SHERWIN WILLIAMS, PAINT FOR SEWER MAINTENANCE OFFICE, C.OSWALD, SEPT.'21 - SEWER	09/17/2021	126.16	.00	21-6140 MAINT & REPAIR BUILDING	0	10/21		
1444	U.S. BANK (VISA)	430012609810		SHERWIN WILLIAMS, PAINT FOR SEWER MAINTENANCE OFFICE, C.OSWALD, SEPT.'21 -								

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
				P.I	09/17/2021	6.31	.00	25-6140 MAINT & REPAIR BUILDING	0	10/21		
Total 43001260981000023899:						157.70	.00					
1444	U.S. BANK (VISA)	450012660007	12363	WALGREENS, CONFERENCE ROOM PHOTOS, A.WELKER, SEPT.'21	09/22/2021	27.11	.00	01-6155 MEETINGS/COMMITTEES	1031	10/21		
Total 45001266000740812664:						27.11	.00					
1444	U.S. BANK (VISA)	450012660007	12363	WALGREENS, CONFERENCE ROOM PHOTOS, A.WELKER, SEPT.'21	09/22/2021	101.76	.00	01-6155 MEETINGS/COMMITTEES	1031	10/21		
Total 45001266000740812748:						101.76	.00					
1444	U.S. BANK (VISA)	450012660007	12363	WALGREENS, CONFERENCE ROOM PHOTOS, A.WELKER, SEPT.'21	09/22/2021	43.01	.00	01-6155 MEETINGS/COMMITTEES	1031	10/21		
Total 45001266000740812821:						43.01	.00					
1444	U.S. BANK (VISA)	552212430360	12228	GRADUATE MADISTON, CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	873.20	.00	01-6270 TRAVEL	4000	10/21		
Total 55221243036000015922:						873.20	.00					
1444	U.S. BANK (VISA)	697912523005		KJS SUPER WASH, CAR WASH, TREATMENT PLANT, C.OSWALD, SEPT.'21 - WATER	09/09/2021	3.36	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/21		
1444	U.S. BANK (VISA)	697912523005		KJS SUPER WASH, CAR WASH, TREATMENT PLANT, C.OSWALD, SEPT.'21 - SEWER	09/09/2021	3.36	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	10/21		
1444	U.S. BANK (VISA)	697912523005		KJS SUPER WASH, CAR WASH, TREATMENT PLANT, C.OSWALD, SEPT.'21 - P.I	09/09/2021	1.28	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	10/21		

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 69791252300556919081:						8.00	.00					
1444	U.S. BANK (VISA)	893012502149	12274	JP COOK, DOG TAGS, S. JONES, SEPT'21 - CLERKS OFFICE	09/07/2021	117.01	.00	01-6165 OFFICE SUPPLIES	0	10/21		
Total 89301250214900011514:						117.01	.00					
1444	U.S. BANK (VISA)	893012662800	12373	MCMASTER CARR, 24 PKGS BOLTS, T.SHAFFER, SEPT.'21	09/22/2021	114.22	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 89301266280000059697:						114.22	.00					
1444	U.S. BANK (VISA)	921512517139	12283	BARN DOOR AG, COUPLERS, T.SHAFFER, SEPT.'21	09/08/2021	1,207.61	.00	21-6150 M & R - SYSTEM	0	10/21		
Total 92151251713959819566:						1,207.61	.00					
1444	U.S. BANK (VISA)	921612371008	12184	THE HOME DEPOT, SIDING AND OSB SHEETING FOR WATER TOWER BUILDING, J.ADAMS, AUG.'21	08/24/2021	890.68	.00	40-6020 CAPITAL IMPROVEMENTS	1237	10/21		
Total 92161237100802710976:						890.68	.00					
1444	U.S. BANK (VISA)	921612391005	12201	AMAZON, OFFICE CHAIRS, J.REID, AUG.'21	08/27/2021	789.97	.00	01-6165 OFFICE SUPPLIES	1003	10/21		
Total 92161239100513865901:						789.97	.00					
1444	U.S. BANK (VISA)	921612401001		LOWES, PATRIOTIC BENCHES FOR ECON VILLAGE, N.STANLEY	08/28/2021	812.77	.00	01-6135 PUBLIC ENTERTAINMENT	0	10/21		
Total 92161240100132201386:						812.77	.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
1444	U.S. BANK (VISA)	921612401001	12225	LOWES, PATRIOTIC BENCH FOR KUNA MARKET VILLAGE, N. STANLEY	08/28/2021	406.39	.00	01-6135 PUBLIC ENTERTAINMENT	0	10/21		
Total 92161240100132201394:						406.39	.00					
1444	U.S. BANK (VISA)	921612421000		AMAZON.COM, DRY ERASE MARKERS, J.REID, AUG.'21	08/30/2021	5.99	.00	01-6165 OFFICE SUPPLIES	1003	10/21		
Total 92161242100058625590:						5.99	.00					
1444	U.S. BANK (VISA)	921612431005	12235	AMAZON.COM, HALLOWEEN PAINT / DECOR FOR VILLAGE, S.JONES, AUG.'21	08/31/2021	22.28	.00	01-6135 PUBLIC ENTERTAINMENT	1004	10/21		
Total 92161243100581997697:						22.28	.00					
1444	U.S. BANK (VISA)	921612431006	12228	UNITED AIRLINES, TRAVEL TO CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	316.40	.00	01-6270 TRAVEL	4000	10/21		
Total 92161243100656635834:						316.40	.00					
1444	U.S. BANK (VISA)	921612431006	12228	UNITED AIRLINES, TRAVEL TO CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	11.00	.00	01-6270 TRAVEL	4000	10/21		
Total 92161243100656970520:						11.00	.00					
1444	U.S. BANK (VISA)	921612431006	12228	UNITED AIRLINES, TRAVEL TO CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	14.00	.00	01-6270 TRAVEL	4000	10/21		
Total 92161243100656970538:						14.00	.00					
1444	U.S. BANK (VISA)	921612431006	12228	UNITED AIRLINES, TRAVEL TO CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	55.00	.00	01-6270 TRAVEL	4000	10/21		

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 92161243100656970546:						55.00	.00					
1444	U.S. BANK (VISA)	921612431006	12228	UNITED AIRLINES, TRAVEL TO CONFERENCE, M.TREASURE, AUG.'21	08/30/2021	45.00	.00	01-6270 TRAVEL	4000	10/21		
Total 92161243100656970553:						45.00	.00					
1444	U.S. BANK (VISA)	921612431009	12235	AMAZON.COM, HALLOWEEN DECOR FOR VILLAGE, S.JONES, AUG.'21	08/31/2021	125.00	.00	01-6135 PUBLIC ENTERTAINMENT	1004	10/21		
Total 92161243100985024908:						125.00	.00					
1444	U.S. BANK (VISA)	921612461003	12235	AMAZON.COM, HALLOWEEN DECOR FOR VILLAGE, S.JONES, AUG.'21	09/03/2021	323.92	.00	01-6135 PUBLIC ENTERTAINMENT	1004	10/21		
Total 92161246100336769455:						323.92	.00					
1444	U.S. BANK (VISA)	921612461008	12260	AMAZON, BULLETIN BOARD FOR M. TREASURE, AUG. '21	09/03/2021	36.00	.00	01-6165 OFFICE SUPPLIES	4000	10/21		
Total 92161246100847933244:						36.00	.00					
1444	U.S. BANK (VISA)	921612501008	12235	AMAZON.COM, HALLOWEEN DECOR FOR VILLAGE, S.JONES, AUG.'21	09/07/2021	519.35	.00	01-6135 PUBLIC ENTERTAINMENT	1004	10/21		
Total 92161250100833089228:						519.35	.00					
1444	U.S. BANK (VISA)	921612521003	12262	ULINE, RACKS AND CONTAINERS FOR SHOP ORGANIZATION, C.OSWALD, SEPT.'21 - WATER	09/09/2021	386.40	.00	20-6150 M & R - SYSTEM	0	10/21		
1444	U.S. BANK (VISA)	921612521003	12262	ULINE, RACKS AND CONTAINERS FOR SHOP ORGANIZATION, C.OSWALD, SEPT.'21 - SEWER	09/09/2021	386.40	.00	21-6150 M & R - SYSTEM	0	10/21		

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
1444	U.S. BANK (VISA)	921612521003	12262	ULINE, RACKS AND CONTAINERS FOR SHOP ORGANIZATION, C.OSWALD, SEPT.'21 - P.I	09/09/2021	147.20	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/21		
Total 92161252100301857054:						920.00	.00					
1444	U.S. BANK (VISA)	921612521003	12235	AMAZON.COM, HALLOWEEN DECOR FOR VILLAGE, S.JONES, AUG.'21	09/09/2021	453.10	.00	01-6135 PUBLIC ENTERTAINMENT	1004	10/21		
Total 92161252100361923432:						453.10	.00					
1444	U.S. BANK (VISA)	921612521005	12279	AMAZON, THERMOSTAT FOR HEATER AT GREENBELT MENS BATHROOM, J. LORENTZ, SEPT. '21	09/09/2021	7.50	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/21		
Total 92161252100577884386:						7.50	.00					
1444	U.S. BANK (VISA)	921612561006	12298	LOWES, SIDING AND OSB, FOR THE WATER TOWER BUILDING, J.ADAMS, SEPT.'21	09/13/2021	206.36	.00	40-6020 CAPITAL IMPROVEMENTS	1237	10/21		
Total 92161256100652482037:						206.36	.00					
1444	U.S. BANK (VISA)	921612681004	12374	AWWA, STUDY MANUALS FOR TESTING, D. CROSSLEY, SEPT. '21	09/25/2021	218.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	10/21		
Total 92161268100410391690:						218.00	.00					
1444	U.S. BANK (VISA)	921612681004	12374	AWWA, STUDY MANUALS FOR TESTING, D. CROSSLEY, SEPT. '21	09/25/2021	75.50	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	10/21		
Total 92161268100410391708:						75.50	.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
1444	U.S. BANK (VISA)	921912421009	12216	AMAZON, GARDEN AUGER DRILL BITS, J. LORENTZ, AUG. '21	08/30/2021	35.98	.00	01-6175 SMALL TOOLS	1004	10/21		
Total 92191242100993011518:						35.98	.00					
Total U.S. BANK (VISA):						11,851.47	.00					
ULINE INC												
2065	ULINE INC	139159169	12387	10 EA OIL-DRI BAG, C. OSWALD, SEPT'21 - WATER	09/27/2021	38.85	.00	20-6150 M & R - SYSTEM	0	10/21		
2065	ULINE INC	139159169	12387	10 EA OIL-DRI BAG, C. OSWALD, SEPT'21 - PI	09/27/2021	14.80	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/21		
2065	ULINE INC	139159169		10 EA OIL-DRI BAG, C. OSWALD, SEPT'21 - SEWER	09/27/2021	38.85	.00	21-6150 M & R - SYSTEM	0	10/21		
2065	ULINE INC	139159169	12387	100 EA DAYLIGHT LEDS, 2 EA RED BOLLARD SLEEVE, C. OSWALD, SEPT'21 - WATER	09/27/2021	313.32	.00	20-6140 MAINT. & REPAIR BUILDING	0	10/21		
2065	ULINE INC	139159169	12387	100 EA DAYLIGHT LEDS, 2 EA RED BOLLARD SLEEVE, C. OSWALD, SEPT'21 - SEWER	09/27/2021	313.32	.00	21-6140 MAINT & REPAIR BUILDING	0	10/21		
2065	ULINE INC	139159169	12387	100 EA DAYLIGHT LEDS, 2 EA RED BOLLARD SLEEVE, C. OSWALD, SEPT'21 - PI	09/27/2021	119.36	.00	25-6140 MAINT & REPAIR BUILDING	0	10/21		
2065	ULINE INC	139159169	12387	1 EA SAFETY GLASSES DISPENSER, 1 EA EAR PLUG DISPENSER, 8 EA LIME HARD HATS, 2 EA WHITE HARD HATS, C. OSWALD, SEPT'21 - SEWER	09/27/2021	129.36	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		
2065	ULINE INC	139159169		1 EA SAFETY GLASSES DISPENSER, 1 EA EAR PLUG DISPENSER, 8 EA LIME HARD HATS, 2 EA WHITE HARD HATS, C. OSWALD, SEPT'21 - WATER	09/27/2021	129.36	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		
2065	ULINE INC	139159169	12387	1 EA SAFETY GLASSES DISPENSER, 1 EA EAR PLUG DISPENSER, 8 EA LIME HARD HATS, 2 EA WHITE HARD HATS,								

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
				C. OSWALD, SEPT'21 - PI	09/27/2021	49.28	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	10/21		
2065	ULINE INC	139159169	12387	2 EA MOP/BROOM HOLDER, 1 EA FLOOR SQUEEGEE, 1 EA BROOM/DUST PAN, C. OSWALD, SEPT'21 - WATER	09/27/2021	94.08	.00	20-6025 JANITORIAL	0	10/21		
2065	ULINE INC	139159169	12387	2 EA MOP/BROOM HOLDER, 1 EA FLOOR SQUEEGEE, 1 EA BROOM/DUST PAN, C. OSWALD, SEPT'21 - SEWER	09/27/2021	94.08	.00	21-6025 JANITORIAL	0	10/21		
2065	ULINE INC	139159169	12387	2 EA MOP/BROOM HOLDER, 1 EA FLOOR SQUEEGEE, 1 EA BROOM/DUST PAN, C. OSWALD, SEPT'21 - PI	09/27/2021	35.84	.00	25-6025 JANITORIAL	0	10/21		
2065	ULINE INC	139159169		2 EA GRAY LOCKER, 1 EA ANTI-FATIGUE MAT, SEWER OFFICE REMODEL, C. OSWALD, SEPT'21	09/27/2021	1,377.44	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	10/21		
Total 139159169:						2,747.94	.00					
Total ULINE INC:						2,747.94	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49478268	12358	SODIUM HYPO LIQUICHLOR, T. SHAFFER, SEPT'21 - SEWER	09/23/2021	4,856.16	.00	21-6151 M & R - PROCESS CHEMICALS	0	10/21		
Total 49478268:						4,856.16	.00					
Total UNIVAR SOLUTIONS USA, INC.:						4,856.16	.00					
UTILITY REFUND #12												
2085	UTILITY REFUND #12	300435.02		JOHN M COX, 2557 N DESTINY AVE, UTILITY REFUND	10/01/2021	230.10	230.10	20-4500 METERED WATER SALES	0	10/21	10/01/2021	
2085	UTILITY REFUND #12	300435.02		JOHN M COX, 2557 N DESTINY AVE, UTILITY REFUND	10/01/2021	274.31	274.31	21-4600 SEWER USER FEES	0	10/21	10/01/2021	

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
2085	UTILITY REFUND #12	300435.02		JOHN M COX, 2557 N DESTINY AVE, UTILITY REFUND	10/01/2021	226.75	226.75	26-4975 SOLID WASTE USER FEES	0	10/21	10/01/2021	
Total 300435.02:						731.16	731.16					
2085	UTILITY REFUND #12	340005.02		AMY BEDDES ROBINSON, 1490 W QUEENS RIVER ST, UTILITY REFUND	09/29/2021	27.40	.00	20-4500 METERED WATER SALES	0	10/21		
Total 340005.02:						27.40	.00					
Total UTILITY REFUND #12:						758.56	731.16					
UTILITY REFUND #13												
2106	UTILITY REFUND #13	120540.02		CALEB ISAAC WOOLSEY, 1697 W 4TH ST, UTILITY REFUND	10/11/2021	2.14	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	120540.02		CALEB ISAAC WOOLSEY, 1697 W 4TH ST, UTILITY REFUND	10/11/2021	2.70	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	120540.02		CALEB ISAAC WOOLSEY, 1697 W 4TH ST, UTILITY REFUND	10/11/2021	1.94	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 120540.02:						6.78	.00					
2106	UTILITY REFUND #13	140380.02		MICHAEL J BUTLER, 905 E JACKPOT ST, UTILITY REFUND	09/29/2021	14.50	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	140380.02		MICHAEL J BUTLER, 905 E JACKPOT ST, UTILITY REFUND	09/29/2021	25.09	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	140380.02		MICHAEL J BUTLER, 905 E JACKPOT ST, UTILITY REFUND	09/29/2021	14.81	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 140380.02:						54.40	.00					
2106	UTILITY REFUND #13	160200.03		DANIEL T BURNHAM, 357 W HESSTON ST, UTILITY REFUND	10/11/2021	29.46	.00	20-4500 METERED WATER SALES	0	10/21		

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
2106	UTILITY REFUND #13	160200.03		DANIEL T BURNHAM, 357 W HESSTON ST, UTILITY REFUND	10/11/2021	36.11	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	160200.03		DANIEL T BURNHAM, 357 W HESSTON ST, UTILITY REFUND	10/11/2021	29.39	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 160200.03:						94.96	.00					
2106	UTILITY REFUND #13	161080.02		SHAWN J HUFFMAN, 333 W CASE ST, UTILITY REFUND	09/29/2021	25.84	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	161080.02		SHAWN J HUFFMAN, 333 W CASE ST, UTILITY REFUND	09/29/2021	33.95	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	161080.02		SHAWN J HUFFMAN, 333 W CASE ST, UTILITY REFUND	09/29/2021	-30.59	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 161080.02:						29.20	.00					
2106	UTILITY REFUND #13	162015.02		TIMKA A SHEEHAN, 352 W CASE ST, UTILITY REFUND	10/05/2021	19.72	.00	20-4500 METERED WATER SALES	0	10/21		
Total 162015.02:						19.72	.00					
2106	UTILITY REFUND #13	170455.02		DENNIS C JORDAN, 401 S SADDLEROCK AVE, UTILITY REFUND	09/29/2021	22.90	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	170455.02		DENNIS C JORDAN, 401 S SADDLEROCK AVE, UTILITY REFUND	09/29/2021	36.17	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	170455.02		DENNIS C JORDAN, 401 S SADDLEROCK AVE, UTILITY REFUND	09/29/2021	23.67	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 170455.02:						82.74	.00					
2106	UTILITY REFUND #13	171065.03		JEFFERY B HARWELL, 1930 W CASPIAN ST, UTILITY REFUND	09/29/2021	35.81	.00	20-4500 METERED WATER SALES	0	10/21		

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
2106	UTILITY REFUND #13	171065.03		JEFFERY B HARWELL, 1930 W CASPIAN ST, UTILITY REFUND	09/29/2021	51.44	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	171065.03		JEFFERY B HARWELL, 1930 W CASPIAN ST, UTILITY REFUND	09/29/2021	35.33	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 171065.03:						122.58	.00					
2106	UTILITY REFUND #13	190250.01		THOMAS J SCHREIBER, 294 W TROPHY ST, UTILITY REFUND	10/05/2021	80.89	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	190250.01		THOMAS J SCHREIBER, 294 W TROPHY ST, UTILITY REFUND	10/05/2021	2.92	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	190250.01		THOMAS J SCHREIBER, 294 W TROPHY ST, UTILITY REFUND	10/05/2021	2.30	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 190250.01:						86.11	.00					
2106	UTILITY REFUND #13	200910.02		TAB A MITCHELL, 355 E BAY OWL DR, UTILITY REFUND	09/29/2021	23.00	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	200910.02		TAB A MITCHELL, 355 E BAY OWL DR, UTILITY REFUND	09/29/2021	36.98	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	200910.02		TAB A MITCHELL, 355 E BAY OWL DR, UTILITY REFUND	09/29/2021	25.73	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 200910.02:						85.71	.00					
2106	UTILITY REFUND #13	204055.03		DAVID HENRY, 2836 N UPDALE AVE, UTILITY REFUND	10/05/2021	76.49	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	204055.03		DAVID HENRY, 2836 N UPDALE AVE, UTILITY REFUND	10/05/2021	-3.10	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	204055.03		DAVID HENRY, 2836 N UPDALE AVE, UTILITY REFUND	10/05/2021	5.97	.00	26-4975 SOLID WASTE USER FEES	0	10/21		

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 204055.03:						79.36	.00					
2106	UTILITY REFUND #13	220255.02		TRENTON J KIERNAN, 751 E RED BUD ST, UTILITY REFUND	10/12/2021	3.32	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	220255.02		TRENTON J KIERNAN, 751 E RED BUD ST, UTILITY REFUND	10/12/2021	4.15	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	220255.02		TRENTON J KIERNAN, 751 E RED BUD ST, UTILITY REFUND	10/12/2021	2.61	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 220255.02:						10.08	.00					
2106	UTILITY REFUND #13	230450.02		THEOPHIL CLAUSS, 555 W TALLULAH DR, UTILITY REFUND	10/05/2021	51.46	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	230450.02		THEOPHIL CLAUSS, 555 W TALLULAH DR, UTILITY REFUND	10/05/2021	65.04	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	230450.02		THEOPHIL CLAUSS, 555 W TALLULAH DR, UTILITY REFUND	10/05/2021	53.51	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 230450.02:						170.01	.00					
2106	UTILITY REFUND #13	240010.02		NANCY L ROYAL, 845 E FOURTH ST, UTILITY REFUND	10/04/2021	159.28	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	240010.02		NANCY L ROYAL, 845 E FOURTH ST, UTILITY REFUND	10/04/2021	49.43	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	240010.02		NANCY L ROYAL, 845 E FOURTH ST, UTILITY REFUND	10/04/2021	-48.72	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 240010.02:						159.99	.00					
2106	UTILITY REFUND #13	241055.01		JAMES TROKE MARTIN, 1026 E FOLGADO ST, UTILITY REFUND	10/06/2021	27.32	.00	20-4500 METERED WATER SALES	0	10/21		

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
2106	UTILITY REFUND #13	241055.01		JAMES TROKE MARTIN, 1026 E FOLGADO ST, UTILITY REFUND	10/06/2021	49.25	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	241055.01		JAMES TROKE MARTIN, 1026 E FOLGADO ST, UTILITY REFUND	10/06/2021	30.90	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 241055.01:						107.47	.00					
2106	UTILITY REFUND #13	260520.03		KYLE KIRK, 1551 N FIREBRICK DR, UTILITY REFUND	09/29/2021	6.63	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	260520.03		KYLE KIRK, 1551 N FIREBRICK DR, UTILITY REFUND	09/29/2021	16.15	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	260520.03		KYLE KIRK, 1551 N FIREBRICK DR, UTILITY REFUND	09/29/2021	9.12	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 260520.03:						31.90	.00					
2106	UTILITY REFUND #13	264705.02		PATRICK ALLEN, 1998 N VAN DYKE AVE, UTILITY REFUND	10/12/2021	83.11	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	264705.02		PATRICK ALLEN, 1998 N VAN DYKE AVE, UTILITY REFUND	10/12/2021	8.09	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	264705.02		PATRICK ALLEN, 1998 N VAN DYKE AVE, UTILITY REFUND	10/12/2021	6.30	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 264705.02:						97.50	.00					
2106	UTILITY REFUND #13	274030.02		ASHLEE THORNOCK, 2245 W SOLDOTNA CT, UTILITY REFUND	10/05/2021	5.21	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	274030.02		ASHLEE THORNOCK, 2245 W SOLDOTNA CT, UTILITY REFUND	10/05/2021	6.05	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	274030.02		ASHLEE THORNOCK, 2245 W SOLDOTNA CT, UTILITY REFUND	10/05/2021	4.41	.00	26-4975 SOLID WASTE USER FEES	0	10/21		

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 274030.02:						15.67	.00					
2106	UTILITY REFUND #13	277041.02		COLBY HEYER, 2594 N IDITAROD WAY, UTILITY REFUND	10/04/2021	6.51	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	277041.02		COLBY HEYER, 2594 N IDITAROD WAY, UTILITY REFUND	10/04/2021	8.17	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	277041.02		COLBY HEYER, 2594 N IDITAROD WAY, UTILITY REFUND	10/04/2021	6.21	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 277041.02:						20.89	.00					
2106	UTILITY REFUND #13	277336.02		KAREN KNIGHTON, 163 W SCREECH OWL DR, UTILITY REFUND	10/11/2021	2.47	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	277336.02		KAREN KNIGHTON, 163 W SCREECH OWL DR, UTILITY REFUND	10/11/2021	1.45	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	277336.02		KAREN KNIGHTON, 163 W SCREECH OWL DR, UTILITY REFUND	10/11/2021	1.07	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 277336.02:						4.99	.00					
2106	UTILITY REFUND #13	280070.02		JAMES MILLER, 1017 W TANZANITE DR, UTILITY REFUND	10/04/2021	27.43	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	280070.02		JAMES MILLER, 1017 W TANZANITE DR, UTILITY REFUND	10/04/2021	33.73	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	280070.02		JAMES MILLER, 1017 W TANZANITE DR, UTILITY REFUND	10/04/2021	24.15	.00	26-4975 SOLID WASTE USER FEES	0	10/21		

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 280070.02:						85.31	.00					
2106	UTILITY REFUND #13	292043.01		MICHAEL DE LA ROSA, 2627 W RICKON ST, UTILITY REFUND	10/04/2021	13.81	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	292043.01		MICHAEL DE LA ROSA, 2627 W RICKON ST, UTILITY REFUND	10/04/2021	15.67	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	292043.01		MICHAEL DE LA ROSA, 2627 W RICKON ST, UTILITY REFUND	10/04/2021	11.76	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 292043.01:						41.24	.00					
2106	UTILITY REFUND #13	302105.02		RODEE O ANDERSON, 693 E ANDES DR, UTILITY REFUND	10/04/2021	24.83	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	302105.02		RODEE O ANDERSON, 693 E ANDES DR, UTILITY REFUND	10/04/2021	30.94	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	302105.02		RODEE O ANDERSON, 693 E ANDES DR, UTILITY REFUND	10/04/2021	22.92	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 302105.02:						78.69	.00					
2106	UTILITY REFUND #13	303213.02		KEVIN VINCENT, 1155 E JACK CREEK ST, UTILITY REFUND	10/04/2021	25.77	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	303213.02		KEVIN VINCENT, 1155 E JACK CREEK ST, UTILITY REFUND	10/04/2021	32.03	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	303213.02		KEVIN VINCENT, 1155 E JACK CREEK ST, UTILITY REFUND	10/04/2021	24.69	.00	26-4975 SOLID WASTE USER FEES	0	9/21		
Total 303213.02:						82.49	.00					
2106	UTILITY REFUND #13	30647.02		DANIEL C WOOD, 433 S ASH AVE, UTILITY REFUND	10/05/2021	33.54	.00	20-4500 METERED WATER SALES	0	10/21		

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
2106	UTILITY REFUND #13	30647.02		DANIEL C WOOD, 433 S ASH AVE, UTILITY REFUND	10/05/2021	31.74	.00	21-4600 SEWER USER FEES	0	10/21		
Total 30647.02:						65.28	.00					
2106	UTILITY REFUND #13	50712.05		ZACHARY D SCHWENDIMAN, 455 N FRANKLIN AVE, UTILITY REFUND	09/29/2021	12.07	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	50712.05		ZACHARY D SCHWENDIMAN, 455 N FRANKLIN AVE, UTILITY REFUND	09/29/2021	23.81	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	50712.05		ZACHARY D SCHWENDIMAN, 455 N FRANKLIN AVE, UTILITY REFUND	09/29/2021	14.95	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 50712.05:						50.83	.00					
2106	UTILITY REFUND #13	91130.03		MATTHEW RAZUTIS, 912 N SLUICE WAY, UTILITY REFUND	09/29/2021	19.68	.00	20-4500 METERED WATER SALES	0	10/21		
2106	UTILITY REFUND #13	91130.03		MATTHEW RAZUTIS, 912 N SLUICE WAY, UTILITY REFUND	09/29/2021	42.73	.00	21-4600 SEWER USER FEES	0	10/21		
2106	UTILITY REFUND #13	91130.03		MATTHEW RAZUTIS, 912 N SLUICE WAY, UTILITY REFUND	09/29/2021	26.82	.00	26-4975 SOLID WASTE USER FEES	0	10/21		
Total 91130.03:						89.23	.00					
Total UTILITY REFUND #13:						1,773.13	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	268401.00		CBH, 1605 N THISTLE DR, UTILITY REFUND	09/21/2021	28.50	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	268401.00		CBH, 1605 N THISTLE DR, UTILITY REFUND	09/21/2021	31.88	.00	21-4600 SEWER USER FEES	0	10/21		

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 268401.00:						60.38	.00					
2004	UTILITY REFUND #9	268452.00		CBH, 1452 N THISTLE DR, UTILITY REFUND	09/23/2021	15.53	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	268452.00		CBH, 1452 N THISTLE DR, UTILITY REFUND	09/23/2021	13.45	.00	21-4600 SEWER USER FEES	0	10/21		
Total 268452.00:						28.98	.00					
2004	UTILITY REFUND #9	282010.00		CBH, 1432 W PENDULUM COVE DR, UTILITY REFUND	09/21/2021	32.10	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	282010.00		CBH, 1432 W PENDULUM COVE DR, UTILITY REFUND	09/21/2021	28.28	.00	21-4600 SEWER USER FEES	0	10/21		
Total 282010.00:						60.38	.00					
2004	UTILITY REFUND #9	282031.00		CBH, 1551 W NANNYBERRY ST, UTILITY REFUND	09/21/2021	31.81	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	282031.00		CBH, 1551 W NANNYBERRY ST, UTILITY REFUND	09/21/2021	28.57	.00	21-4600 SEWER USER FEES	0	10/21		
Total 282031.00:						60.38	.00					
2004	UTILITY REFUND #9	293210.00		CBH, 3541 W REMEMBRANCE DR, UTILITY REFUND	09/21/2021	31.18	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	293210.00		CBH, 3541 W REMEMBRANCE DR, UTILITY REFUND	09/21/2021	24.26	.00	21-4600 SEWER USER FEES	0	10/21		
Total 293210.00:						55.44	.00					
2004	UTILITY REFUND #9	293220.00		CBH, 6449 S FAITHFUL AVE, UTILITY REFUND	09/23/2021	34.47	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	293220.00		CBH, 6449 S FAITHFUL AVE, UTILITY REFUND	09/23/2021	25.90	.00	21-4600 SEWER USER FEES	0	10/21		

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 293220.00:						60.37	.00					
2004	UTILITY REFUND #9	302547.00		EAGLEWOOD HOMES, 9197 S FUEGO AVE, UTILITY REFUND	09/16/2021	33.87	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	302547.00		EAGLEWOOD HOMES, 9197 S FUEGO AVE, UTILITY REFUND	09/16/2021	31.78	.00	21-4600 SEWER USER FEES	0	10/21		
Total 302547.00:						65.65	.00					
2004	UTILITY REFUND #9	302558.00		STACY CONSTRUCTION, 827 E RIO CHICO DR, UTILITY REFUND	09/21/2021	25.40	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	302558.00		STACY CONSTRUCTION, 827 E RIO CHICO DR, UTILITY REFUND	09/21/2021	27.37	.00	21-4600 SEWER USER FEES	0	10/21		
Total 302558.00:						52.77	.00					
2004	UTILITY REFUND #9	303626.00		HUBBLE HOMES, 646 E TAPER ST, UTILITY REFUND	09/23/2021	42.46	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	303626.00		HUBBLE HOMES, 646 E TAPER ST, UTILITY REFUND	09/23/2021	19.54	.00	21-4600 SEWER USER FEES	0	10/21		
Total 303626.00:						62.00	.00					
2004	UTILITY REFUND #9	303638.00		HUBBLE HOMES, 624 E FIRESTONE ST, UTILITY REFUND	09/20/2021	65.68	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	303638.00		HUBBLE HOMES, 624 E FIRESTONE ST, UTILITY REFUND	09/20/2021	1.46	.00	21-4600 SEWER USER FEES	0	10/21		
Total 303638.00:						67.14	.00					
2004	UTILITY REFUND #9	303643.00		HUBBLE HOMES, 673 E FIRESTONE ST, UTILITY REFUND	09/14/2021	97.79	.00	20-4500 METERED WATER SALES	0	10/21		

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	303643.00		HUBBLE HOMES, 673 E FIRESTONE ST, UTILITY REFUND	09/14/2021	35.61	.00	21-4600 SEWER USER FEES	0	10/21		
Total 303643.00:						133.40	.00					
2004	UTILITY REFUND #9	304511.00		CBH, 2520 E FITZ ROY ST, UTILITY REFUND	09/23/2021	34.96	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	304511.00		CBH, 2520 E FITZ ROY ST, UTILITY REFUND	09/23/2021	26.79	.00	21-4600 SEWER USER FEES	0	10/21		
Total 304511.00:						61.75	.00					
2004	UTILITY REFUND #9	330403.00		TOLL BROS INC, 2191 N HOSE GULCH AVE, UTILITY REFUND	09/14/2021	46.36	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	330403.00		TOLL BROS INC, 2191 N HOSE GULCH AVE, UTILITY REFUND	09/14/2021	11.89	.00	21-4600 SEWER USER FEES	0	10/21		
Total 330403.00:						58.25	.00					
2004	UTILITY REFUND #9	330437.00		TOLL BROS INC, 1216 E FORT ERIE ST, UTILITY REFUND	09/23/2021	36.66	.00	20-4500 METERED WATER SALES	0	10/21		
2004	UTILITY REFUND #9	330437.00		TOLL BROS INC, 1216 E FORT ERIE ST, UTILITY REFUND	09/23/2021	28.67	.00	21-4600 SEWER USER FEES	0	10/21		
Total 330437.00:						65.33	.00					
Total UTILITY REFUND #9:						892.22	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	78427		STATEMENT PRINTING & POSTAGE, HAZARDOUS WASTE INSERTS FOR J&M, SEPT'21 - ADMIN	09/30/2021	2,157.39	.00	01-6190 P0STAGE & BILLING	0	10/21		
857	VALLI INFORMATION SYSTEMS, INC	78427		STATEMENT PRINTING & POSTAGE, HAZARDOUS								

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
				WASTE INSERTS FOR J&M, SEPT'21 - WATER	09/30/2021	1,476.11	.00	20-6190 P0STAGE & BILLING	0	10/21		
857	VALLI INFORMATION SYSTEMS, INC	78427		STATEMENT PRINTING & POSTAGE, HAZARDOUS WASTE INSERTS FOR J&M, SEPT'21 - SEWER	09/30/2021	1,476.11	.00	21-6190 P0STAGE & BILLING	0	10/21		
857	VALLI INFORMATION SYSTEMS, INC	78427		STATEMENT PRINTING & POSTAGE, HAZARDOUS WASTE INSERTS FOR J&M, SEPT'21 - PI	09/30/2021	567.74	.00	25-6190 P0STAGE & BILLING	0	10/21		
Total 78427:						5,677.35	.00					
857	VALLI INFORMATION SYSTEMS, INC	78428		LOCKBOX TRANSACTIONS FOR SEPT'21 - ADMIN	09/30/2021	73.32	.00	01-6505 BANK FEES	0	10/21		
857	VALLI INFORMATION SYSTEMS, INC	78428		LOCKBOX TRANSACTIONS FOR SEPT'21 - WATER	09/30/2021	50.17	.00	20-6505 BANK FEES	0	10/21		
857	VALLI INFORMATION SYSTEMS, INC	78428		LOCKBOX TRANSACTIONS FOR SEPT'21 - SEWER	09/30/2021	50.17	.00	21-6505 BANK FEES	0	10/21		
857	VALLI INFORMATION SYSTEMS, INC	78428		LOCKBOX TRANSACTIONS FOR SEPT'21 - PI	09/30/2021	19.30	.00	25-6505 BANK FEES	0	10/21		
Total 78428:						192.96	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,870.31	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9889477023		MODEM SERVICE AT THE WELLS, 8/29-9/28/21 - WATER	09/28/2021	263.66	.00	20-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889477023		MODEM SERVICE AT THE WELLS, 8/29-9/28/21 - P.I	09/28/2021	85.84	.00	25-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889477023		MODEM SERVICE AT THE LIFT STATIONS, 8/29-9/28/21 - SEWER	09/28/2021	375.14	.00	21-6255 TELEPH0NE EXPENSE	0	10/21		

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 9889477023:						724.64	.00					
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - ADMIN	10/01/2021	39.68	.00	01-6255 TELEPH0NE	0	10/21		
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - P & Z	10/01/2021	105.35	.00	01-6255 TELEPH0NE	1003	10/21		
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - PARKS	10/01/2021	27.21	.00	01-6255 TELEPH0NE	1004	10/21		
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - BUILDING INSPECTION	10/01/2021	36.87	.00	01-6255 TELEPH0NE	1005	10/21		
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - WATER	10/01/2021	95.69	.00	20-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - SEWER	10/01/2021	106.22	.00	21-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889630827		TABLET SERVICE, 9/2-10/1/21 - P.I	10/01/2021	27.92	.00	25-6255 TELEPH0NE EXPENSE	0	10/21		
Total 9889630827:						438.94	.00					
1575	VERIZON WIRELESS	9889630828		CELL PHONE AND LAPTOP SERVICE, 9/2-10/1/21 - ADMIN	10/01/2021	41.00	.00	01-6255 TELEPH0NE	0	10/21		
1575	VERIZON WIRELESS	9889630828		CELL PHONE SERVICE, 9/2-10/1/21 - P & Z	10/01/2021	7.07	.00	01-6255 TELEPH0NE	1003	10/21		
1575	VERIZON WIRELESS	9889630828		CELL PHONE SERVICE, 9/2-10/1/21 - PARKS	10/01/2021	214.87	.00	01-6255 TELEPH0NE	1004	10/21		
1575	VERIZON WIRELESS	9889630828		CELL PHONE SERVICE, 9/2-10/1/21 - WATER	10/01/2021	146.57	.00	20-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889630828		CELL PHONE SERVICE, 9/2-10/1/21 - SEWER	10/01/2021	146.57	.00	21-6255 TELEPH0NE EXPENSE	0	10/21		

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
1575	VERIZON WIRELESS	9889630828		CELL PHONE SERVICE, 9/2-10/1/21 - P.I	10/01/2021	37.65	.00	25-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889630828		CELL PHONE SERVICE, 9/2-10/1/21 - ECONOMIC DEVELOPMENT	10/01/2021	28.27	.00	01-6255 TELEPH0NE	4000	10/21		
Total 9889630828:						622.00	.00					
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - ADMIN	10/01/2021	53.60	.00	01-6255 TELEPH0NE	0	10/21		
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - P & Z	10/01/2021	21.00	.00	01-6255 TELEPH0NE	1003	10/21		
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - PARKS	10/01/2021	154.49	.00	01-6255 TELEPH0NE	1004	10/21		
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - BUILDING	10/01/2021	46.82	.00	01-6255 TELEPH0NE	1005	10/21		
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - WATER	10/01/2021	125.52	.00	20-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - SEWER	10/01/2021	172.33	.00	21-6255 TELEPH0NE EXPENSE	0	10/21		
1575	VERIZON WIRELESS	9889630829		CELL PHONE SERVICE, 9/2-10/1/21 - P.I	10/01/2021	34.85	.00	25-6255 TELEPH0NE EXPENSE	0	10/21		
Total 9889630829:						608.61	.00					
Total VERIZON WIRELESS:						2,394.19	.00					
VICTORY GREENS												
364	VICTORY GREENS	586190	12310	ROCK FOR NWWTP REMODEL, J.DALRYMPLE, SEPT'21 - WATER	09/14/2021	53.72	.00	20-6020 CAPITAL IMPR0VEMENTS	1209	10/21		

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
364	VICTORY GREENS	586190	12310	ROCK FOR NWWTP REMODEL, J.DALRYMPLE, SEPT'21 - SEWER	09/14/2021	53.72	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	10/21		
364	VICTORY GREENS	586190	12310	ROCK FOR NWWTP REMODEL, J.DALRYMPLE, SEPT'21 - PI	09/14/2021	20.46	.00	25-6020 CAPITAL IMPR0VEMENTS	1209	10/21		
Total 586190:						127.90	.00					
364	VICTORY GREENS	586241	12307	WEED BARRIER FOR NWWTP REMODEL, J.DALRYMPLE, SEPT'21-WATER	09/14/2021	98.28	.00	20-6020 CAPITAL IMPR0VEMENTS	1209	10/21		
364	VICTORY GREENS	586241	12307	WEED BARRIER FOR NWWTP REMODEL, J.DALRYMPLE, SEPT'21-SEWER	09/14/2021	98.28	.00	21-6020 CAPITAL IMPR0VEMENTS	1209	10/21		
364	VICTORY GREENS	586241	12307	WEED BARRIER FOR NWWTP REMODEL, J.DALRYMPLE, SEPT'21-PI	09/14/2021	37.44	.00	25-6020 CAPITAL IMPR0VEMENTS	1209	10/21		
Total 586241:						234.00	.00					
Total VICTORY GREENS:						361.90	.00					
W.W. GRAINGER												
162	W.W. GRAINGER	9057222060		CREDIT FOR INVOICE#9046119591, FORK LIFT EXTENSIONS, T. SHAFFER,	09/17/2021	-333.07	.00	21-6175 SMALL TOOLS	0	10/21		
Total 9057222060:						-333.07	.00					
162	W.W. GRAINGER	9059998667	12341	FORK EXTENSIONS FOR FORK LIFT FOR MISC BUILDINGS, T. SHAFFER, SEPT. '21-WATER	09/20/2021	161.54	.00	20-6175 SMALL TOOLS	0	10/21		
162	W.W. GRAINGER	9059998667		FORK EXTENSIONS FOR FORK LIFT FOR MISC BUILDINGS, T. SHAFFER, SEPT. '21-SEWER	09/20/2021	161.54	.00	21-6175 SMALL TOOLS	0	10/21		
162	W.W. GRAINGER	9059998667		FORK EXTENSIONS FOR FORK LIFT FOR MISC BUILDINGS, T. SHAFFER, SEPT. '21-PI	09/20/2021	61.52	.00	25-6175 SMALL TOOLS	0	10/21		

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 9059998667:						384.60	.00					
162	W.W. GRAINGER	9062818480	12340	PALLET SAFETY GATE FOR FORK LIFT FOR MISC BUILDINGS, C. OSWALD, SEPT. '21-WATER	09/22/2021	869.61	.00	20-6175 SMALL TOOLS	0	10/21		
162	W.W. GRAINGER	9062818480	12340	PALLET SAFETY GATE FOR FORK LIFT FOR MISC BUILDINGS, C. OSWALD, SEPT. '21-SEWER	09/22/2021	869.61	.00	21-6175 SMALL TOOLS	0	10/21		
162	W.W. GRAINGER	9062818480	12340	PALLET SAFETY GATE FOR FORK LIFT FOR MISC BUILDINGS, C. OSWALD, SEPT. '21-PI	09/22/2021	331.28	.00	25-6175 SMALL TOOLS	0	10/21		
Total 9062818480:						2,070.50	.00					
Total W.W. GRAINGER:						2,122.03	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0557791		RECORDS DESTRUCTION, 9/1/21 - 9/30/21 - WATER	10/01/2021	8.32	.00	20-6052 CONTRACT SERVICES	0	10/21		
1633	WESTERN RECORDS DESTRUCTION, INC.	0557791		RECORDS DESTRUCTION, 9/1/21 - 9/30/21 - SEWER	10/01/2021	8.32	.00	21-6052 C0NTRACT SERVICES	0	10/21		
1633	WESTERN RECORDS DESTRUCTION, INC.	0557791		RECORDS DESTRUCTION, 9/1/21 - 9/30/21 - ADMIN	10/01/2021	8.96	.00	01-6052 CONTRACT SERVICES	0	10/21		
1633	WESTERN RECORDS DESTRUCTION, INC.	0557791		RECORDS DESTRUCTION, 9/1/21 - 9/30/21 - PI	10/01/2021	6.40	.00	25-6052 C0NTRACT SERVICES	0	10/21		
Total 0557791:						32.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						32.00	.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
WEX BANK												
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - ADMIN	09/30/2021	13.67	.00	01-6300 FUEL	0	10/21		
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - P&Z	09/30/2021	4.88	.00	01-6300 FUEL	1003	10/21		
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - PARKS	09/30/2021	187.81	.00	01-6300 FUEL	1004	10/21		
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - BUILDING INSPECTION	09/30/2021	368.23	.00	01-6300 FUEL	1005	10/21		
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - WATER	09/30/2021	259.17	.00	20-6300 FUEL	0	10/21		
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - SEWER	09/30/2021	12.69	.00	21-6300 FUEL	0	10/21		
1234	WEX BANK	74726220		FUEL, FOR SEPT'21 - PI	09/30/2021	66.51	.00	25-6300 FUEL	0	10/21		
1234	WEX BANK	74726220		CAR WASH, FOR SEPT'21 - ADMIN	09/30/2021	10.00	.00	01-6300 FUEL	0	10/21		
Total 74726220:						922.96	.00					
Total WEX BANK:						922.96	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302021WPG		LEGAL FEES AND EXPENSES, SEPT. '21-ADMIN	09/30/2021	6,747.87	.00	01-6202 PR0FESSI0NAL SERVICES	0	10/21		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302021WPG		LEGAL FEES AND EXPENSES, SEPT. '21-P&Z	09/30/2021	504.00	.00	01-6202 PR0FESSI0NAL SERVICES	1003	10/21		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302021WPG		LEGAL FEES AND EXPENSES, SEPT. '21-WATER	09/30/2021	252.00	.00	20-6202 PROFESSIONAL SERVICES	0	10/21		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302021WPG		LEGAL FEES AND EXPENSES, SEPT. '21-SEWER	09/30/2021	1,235.00	.00	21-6202 PR0FESSI0NAL SERVICES	0	10/21		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302021WPG		LEGAL FEES AND EXPENSES, SEPT. '21	09/30/2021	771.44	.00	40-6020 CAPITAL IMPROVEMENTS	1207	10/21		

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
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	09302021WPG		LEGAL FEES AND EXPENSES, SEPT. '21-ECONOMIC DEVELOPMENT	09/30/2021	12,362.00	.00	01-6202 PR0FESSI0NAL SERVICES	4000	10/21		
Total 09302021WPGN:						21,872.31	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						21,872.31	.00					
Grand Totals:						904,833.72	502,527.10					

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case No's 20-07-AN (Annexation)** **20-16-S (Preliminary Plat)**
HAYDEN HOMES	)	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF DENIAL OF ANNEXATION APPLICATION.**
For Annexation and Preliminary Plat for *Arrowood Subdivision*.	)	

THESE MATTERS came before the City Council for public hearing on September 21, 2021, for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application. 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 Report			X
2	Application			X
3	Letter of Intent			X
4	Affidavit of Legal Interest			X
5	Warranty Deed(s)			X
6	Neighborhood Meeting Certification			X
7	Subdivision Name Reservation			X
8	Common Area Maintenance Agreement			X
9	TIS Executive Summary			X
10	Annexation Legal Description			X
11	C-1 Legal Description			X

12	R-8 Legal Description			X
13	R-6 Legal Description			X
14	Legal Description Exhibit			X
15	Preliminary Plat - Dated 8.4.2021			X
16	Phasing Plan – Dated 8.3.2021			X
17	Buffer Zone Site Plan - Dated 8.4.2021			X
18	Illustrative Subdivision Plan (colored)			X
19	Agency Notification			X
20	City Engineer Annexation and Preliminary Plat Memo			X
21	Ada County Highway District Comments			X
22	Boise Project Board of Control Comments			X
23	Central District Health Comments			X
24	COMPASS Comments			X
25	Department of Environmental Quality Comments 2.5.2021			X
26	Economic Development Director Comments			X
27	Kuna Rural Fire District Comments			X
28	P&Z Kuna Melba News			X
29	P&Z Mailer			X
30	P&Z Proof of Property Posting - 7.16.2021			X
31	Joe Guido Public Testimony 3.31.2021			X
32	City Engineer Annexation and Preliminary Plat Memo Addenda			X
33	Joe Guido Public Testimony 6.9.2021			X
34	Kathryn and Joe Guido Public Testimony 7.20.2021			X
35	City Engineer Annexation and Pre. Plat Clarification Memo. 8.2.2021			X
36	Department of Environmental Quality Email 7.22.2021			X
37	Department of Environmental Quality Email 7.30.2021			X
38	Property Lines between Arrowwood & Guido Home (Applicants Exhibit)			X
39	Finding of Fact from Planning and Zoning Commission			X
40	Meeting Minutes from Planning and Zoning Commission Meeting			X
41	Dave and Beverly Coleman Letter Rcv'd 9.13.2021			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on August 10, 2021; the Findings went before the Commission on August 24, 2021. The Council heard this on September 21, 2021, the Findings have been requested to go to the Council October 19, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Planning and Zoning Commission's August 10, 2021, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Senior Planner, Kuna P&Z Department

1.3.1.2 Appearing for the Applicant:
Wendy Shrief, J-U-B Engineers
2760 W Excursion Ln., #400, Meridian, ID 83642

1.3.1.3 Appearing in Favor:
Kathryn Guido
7744 Bella Terra Ln., Meridian, ID 83642

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing in Opposition:
Michael McShane
7982 S Old Farm Ln., Meridian, ID 83642 – Testify

Michael Sesti
7776 S Old Farm Ln., Meridian, ID 83642 – Deferred time to Mr. McShane

Beverly Coleman
7578 S Old Farm Ln., Meridian, ID 83642 – Deferred time to Mr. McShane

Patti Garofalo
7624 S Old Farm Ln., Meridian, ID 83642 – Testify

David Coleman
7578 S Old Farm Ln., Meridian, ID 83642 – Testify

Luis Urias
7645 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Steve Meyerpeter
7693 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Jerri Meyerpeter
7693 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Christy Jones
7597 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Richard Jones
7597 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Amy Whittmuss
7549 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Joe Guido
7744 Bella Terra Ln., Meridian, ID 83642 – Testify

Chris Brown
7670 S Old Farm Ln., Meridian, ID 83642 - Testify

1.3.2 Those who testified at the City Council's September 21, 2021, hearing are as follows, to-wit:

1.3.2.1 City Staff:
Troy Behunin, Senior Planner, Kuna P&Z Department

1.3.2.2 Appearing for the Applicant:
Wendy Shrief, J-U-B Engineers
2760 W Excursion Ln., #400, Meridian, ID 83642

Jeff Bower, Givens Pursley, LLP
601 W Bannock St., Boise, ID 83702

1.3.2.3 Appearing in Favor:
None

1.3.2.4 Appearing Neutral:
None

1.3.2.5 Appearing in Opposition:
Maria P Urias
7645 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Luis A Urias
7645 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Christy Jones
7597 Old Farm Ln., Meridian, ID 83642 – Not Testify

Richard Jones
7597 Old Farm Ln., Meridian, ID 83642 – Not Testify

Chris Brown
7670 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Patti Garofalo
7624 S Old Farm Ln., Meridian, ID 83642 – Testify

Amy Whittmuss
7549 S Old Farm Ln., Meridian, ID 83642 – Not Testify

Richard Durrant
7592 S Ten Mile Rd., Meridian, ID 83642 – Testify

Michael McShane
7982 S Old Farm Ln., Meridian, ID 83642 – Testify

Cindy Giesen
1363 S Ash Ave., Kuna, ID 83634 – Testify

Teresa (Lauren) Haldorson
8066 S Buffalo Crk., Meridian, ID 83642 – Testify

1.3.3 No other witnesses appeared at the hearing on September 21, 2021, 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 September 21, 2021, Public Hearing on the Annexation for the Arrowwood Heights Subdivision, in the Kuna Melba News, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba News	September 1, 2021

3.1.2.2 Notice for the September 21, 2021, Public Hearing containing the description of the property proposed to be Annexed was mailed September 1, 2021, to all known affected property owners within three-hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the September 21, 2021, Public Hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on September 2, 2021. A notarized Proof of Property Posting was provided to staff on September 7, 2021.

3.1.2.4 Notice for the September 21, 2021, Public Hearing was posted in conspicuous places within City Hall on the foyer's bulletin boards and City website.

3.2 Findings Regarding the Annexation Application, Current Land Use and Land Use Regulation

3.2.1 The land for proposed annexation is a single parcel totaling approximately 53.16 acres. The parcel includes the following:

Property Owner(s)	Parcel Size	Current Zone	Parcel No.
Hayden Homes Idaho, LLC	53.16 Acres	RR - Rural Residential	S1303417354

3.2.2 The landowner of the parcel at issue does not oppose the Annexation.

3.2.3 The parcel is currently in unincorporated Ada County and has a Zoning District Classification of Rural Residential. The Comprehensive Plan Future Land Use Map (FLUM) identifies the subject parcels as Mixed-Use.

3.2.4 The existing land uses and zoning designations for lands surrounding the subject parcels is as follows:

North	R-6 &Z R-8	Both Medium Density Residential– Kuna City
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR	Rural Residential – Ada County

3.2.5 The proposed project sites contain one (1) single-family residence (APN: R5462680110) and on-site vegetation is consistent with that of agriculture pasture-type fields.

3.3 Testimony of the Senior Planner

3.3.1 **Conclusions**: The Senior Planner, Troy Behunin, in a memo to the City Council dated September 21, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The Applicant held a Neighborhood Meeting with neighboring landowners within three-hundred (300) feet of the proposed project area on September 24, 2020; there were sixteen (16) attendees and another meeting October 21, 2020; where there were nine (9) attendees. Neighborhood Meeting Minutes have been provided as part of this application.

3.3.1.2 Staff has determined the properties are eligible for Annexation into Kuna City limits as they are contiguous with Kuna City Limits situated to the north of the subject site, and the property owner(s) consent to Annexation.

3.3.1.3 The applicant proposes to annex approx. 53.13 acres into the City of Kuna using three zones; approx. 33.71 acres as R-6 (MDR), 7.59 acres as R-8 (MDR), and 9.79 acres as C-1 (Neighborhood Commercial). The lands are currently in Ada County, zoned RR (Rural Residential) and are adjacent to

Kuna City Limits. The overall gross density of the project is proposed at 4.29 dwelling units per acre (DUA).

3.3.1.4 6.86 acres, or *16%* of the project, is proposed to be open space, including all end caps, buffers, parks, and pathways. A total of 4.54 acres or, *11%* of the project, are considered useable open space as defined by KCC 5-1-6-2. Included in the useable open space is a park area with shelter, playground and tennis court. Pathways are provided throughout the subdivision to provide pedestrian connectivity. KCC 5-17 requires developments with a range of 151-200 dwelling units to devote *8.50%* of the development area to useable open space; staff views the proposed open space for *Arrowwood Heights* to be in compliance with KCC. Applicant is proposing five-foot wide sidewalks on Armidale Road (Mid-Mile Collector), KCC requires sidewalks on collectors to be a minimum of eight (8) feet.

3.3.1.5 The proposed Subdivision is within the Memory Ranch Lift Station Sewage Basin which requires pump upgrades. The developer may be requested to participate with lift station and/or force main improvements in order to serve the development. Sewer Flow models will be required to verify pipe sizes and will be paid by developer.

3.3.1.6 On April 13, 2021, at the original Commission public hearing, the Commission recommended changes to the preliminary plat (pre plat) which the applicant made and submitted to staff after that hearing. The applicant responded to the Commissions recommended conditions by lowering the lot count along the southern boundary. However, staff became concerned about the residential transition from the proposed commercial uses within this project and the Comprehensive Plan Map designated Mixed-Uses to the south. Staff recommends a more-dense residential transition should be placed on the south side of Loxton Way for at least the first 400' going west, adjacent to the applicants' proposed Commercial in order to facilitate a proper transition for future Commercial development in the area. This updated pre plat was then sent to Council on June 15, 2021, where the Council became concerned the Commission did not have the opportunity to review the updated site plan reflecting these changes and remanded this Case back to the Commission.

3.3.1.7 In late July, staff became aware of a potential issue related to the wastewater treatment pond and land-application (land app.) area used for treated sewer waters from the neighboring Ironhorse Subdivision. According to DEQ comments received through email on July 22, 2021, if dwelling units were placed within 300 feet of the land-application site, the Ironhorse Subdivision sewer treatment facility would face one (1) of four (4) outcomes as soon as the first home within 300' of the land app. site is issued a Certificate of Occupancy (C of O):

3.3.1.7.1 – Relocate the land-application site,
3.3.1.7.2 – Upgrade the treatment to a higher standard, however, upgrades to the treated waters only reduce the buffer area, not eliminate it completely,
3.3.1.7.3 – Discontinue using the pond and application area, annex into Kuna City limits and connect to central sewer from the city; Or,

3.3.1.7.4 – Conduct a microbial risk analysis to show a reduced buffer zone is protective, which would include:
a - Addition of a landscaper buffer,
b - Asses whether the full acreage is needed to comply with the Reuse Permit.

3.3.1.8 According to the *DEQ Email from 7.22.2021, postponing development and sale of the (these three) lots that fall within the buffer zone would allow the Ironhorse residents and the Wastewater treatment provider, W&WW, LLC, additional time to determine a solution.*

3.3.1.9 Due to these developments, the applicant altered their site plan again, yet have retained the same lot count. The applicant has placed notes on the final plat that limits when or, if homes may be built on the three (3) lots within 300' of the land-application site. The three (3) lots have been identified in the final plat notes. The notes will not allow a home to be built on them until the Ironhorse Subdivision no longer needs the pond and land app. site. The applicant has been made aware they may never have the opportunity to build a home on these three lots as they are within 300 feet of the land app. site. In the event that the Ironhorse Subdivision no longer needs the pond or land app. site in the future (at their choosing), the three (3) lots identified in the notes on the Final Plat may be issued a permit to build homes. Staff recommends the applicant treat these three (3) lots inside the Ironhorse Sub wastewater buffer-zone as common lots. Furthermore, the applicant shall landscape these three lots with sod at a minimum as this may be turn into a permanent situation.

3.3.1.10 Staff has reviewed the proposed Annexation for qualification, the Preliminary Plat for technical compliance with KCC, and finds these applications in compliance Kuna City Code, 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. Staff recommends that if the Council approves Case No's 20-07-AN (Annexation) and 20-16-S (Preliminary Plat), the applicant be subject to the Conditions of Approval listed in section ten (X) of this report, as well as any additional Conditions requested by the Council as applicable.

3.4 **Staff Recommendations:** As a result of the review, Senior Planner, Troy Behunin, recommended that if City Council approves Case No. 20-07-AN (Annexation), the Applicant be subject to the following Conditions of Approval:

3.4.1 The Applicant and/or Owner shall obtain written approval on letterhead or may be written/stamped on the approved 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:

3.4.1.1 The City Engineer shall approve all Water and/or Sewer hookups.

3.4.1.2 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.

3.4.1.3 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".

3.4.1.4 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.

3.4.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modification to the existing irrigation system.

3.4.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).

3.4.1.7 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 ACHD.

3.4.2 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**.**

3.4.3 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.

3.4.4 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 Irrigation System (KMIS) of the City.

3.4.5 Connection to all City Services (Sewer, Water, & Pressurized Irrigation) is required. The Applicant shall conform to all corresponding Master Plans.

3.4.6 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.

3.4.7 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

3.4.8 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

3.4.9 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.

3.4.10 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.

3.4.11 If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary and Final Plats.

3.4.12 Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.

3.4.13 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.

3.4.14 Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.

3.4.15 It is the responsibility of the developer or his engineer to coordinate the stricter requirement between agencies and the City of Kuna standards.

3.4.16 The Applicant shall provide/allow for proper vehicle connection of the proposed private drive to the approved Robinhood and proposed Golf Villages subdivisions.

3.4.17 The Applicant shall construct the proposed private lane in widths that are acceptable to the City, ACHD and EMS.

3.4.18 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance as recommended by Kuna Public Works Staff.

3.4.19 The Applicant shall comply with all local, state and federal laws.

3.4.20 Upon City Council Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Commission.

3.4.21 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting Kuna City Engineer's signature on the Final Plat Mylar.

3.4.22 Applicant shall limit the home built on Lot 9, Block 1, to a single-story.

3.4.23 Applicant shall place a note on the Final Plat preventing homes from being placed on the lots within the land-application buffer zone (as described above), until the Ironhorse Subdivision no longer needs the wastewater treatment pond and land application site.

3.4.24 Applicant shall work with staff to ensure fence compliance for the project.

3.4.25 Applicant shall work with staff and ACHD to move the proposed south stub street to the east.

3.4.26 Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

3.4.27 Developer/owner/applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

3.5 Other Testimony

3.5.1 09/21/2021 Chris Brown – Stated here was a couple of neighbor meetings with the developer before the application was submitted. They have 1.5-million-dollar homes and they don't want to hear Minimums from the developer. They're concerned of the potential of up to 1,500 homes in the area. He stated Warren Christensen ran on smart growth and they're concerned about the negative affect this will have on their homes. The south border should be R-4 designated. Mr. Brown passed out pictures to Council. The boxes by the developer look like a 1st grader designed the. They should put single story homes on the entire south border and Council should deed restrict the developer to single story. Mr. Brown discussed fencing issues and stated they need a 6' chain link along the canal and a 6' solid fence for the new homes for their safety. Developer puts a lot of pressure on Planning and Zoning and they just want this to move along quick as they can. He asks Council to use common sense.

3.5.2 09/21/2021 Richard Durrant – Stated. He's concerned about use of the Kuna Lateral and the 400-600 people seeing the canal and using it and trespassing across his property. He appreciates the change to the C-1 zone, but feels like Hubbard and Linder will happen all over again and people will trespass on his property thinking it's a greenbelt.

3.5.3 09/21/2021 Michael McShane – Thanked Council for the platform to express their dismay. He thanked Hayden Homes for placing the green zone next to their subdivision. He stated the developer showed R-4 similar lots on the south border but they weren't R-4 zoned. He stated there is a concern about the (Ironhorse Sub) sewer pond/buffer problems. He also stated the developer said they can make 1 lot single story, so why not the rest of the south

border. The Council has the power to make them restrict the homes to single story. He also stated Warren Christensen ran on smart growth and now was his chance. He requested a transition zone.

3.5.4 09/21/2021 Cindy Giesen – Testified she is opposed because the application is incomplete. The Comprehensive Plan deals mostly with building, but section 5 deals with schools and gets little attention. She stated she knows there was a pre meeting with the school but can't see what school district or school's comments in the application or what their recommendations were. Stated there is no paperwork from the school district. She states she usually see a request for help from the Kuna School District for bonds, etc. and how the tax payers are those who suffer.

3.5.5 09/21/2021 Teresa (Lauren) Haldorson – Questioned whether consideration was given to additional traffic for the new subdivision and how it will impact new traffic signal at Ten Mile and Columbia.

3.5.6 09/21/2021 Wendy Shrief (rebuttal) – Stated all projects with 100 lots requires a Traffic Impact Study. This project provided one, went through several rounds of adjustments and was accepted by ACHD. Stated fencing is nearly exactly what the neighbors want and will post "No Trespass" signs at the ends of the pathway system for private properties.

3.5.7 09/21/2021 Jeff Bower (rebuttal) – Likes the upgrades since last visit to Kuna. Stated he heard a solid list of concessions from Mr. McShane and Mr. Brown that the developer has made for the neighbors; then listed several of them. His clients are asking for an approval, with no more adjustments to the plan(s).

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, and Kuna City Code 2-1-5 (B).

4.3 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.

4.4 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.

4.5 "Annexation" is legislative act of city government accomplished by enactment of ordinance. Idaho Code §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, Idaho Code §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 AND FINDING OF FACT RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to annex lands into its boundaries pursuant to Idaho Code §50-222.

5.2 Idaho Code §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 Idaho Code §50-222(3)(a), because all private landowners of the parcels at issue have consented to the proposed annexation.

5.4 The Council finds the annexation, proposed by the annexation application in Case No. 20-07-AN, will not provide for the efficient and economically viable provision of tax supported and fee supported municipal and public services and the orderly development of the City.

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. 20-07-AN) is Denied.

6.2 That the application for Preliminary Plat (Case No. 20-16-S) is rendered moot by the denial of the Annexation Application (Case No. 20-07-AN).

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 19th day of October, 2021.

_____

Joe Stear, Mayor

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No. 21-16-FP (Final Plat)**
SSM2 COMPANY	)	
For Redcloud No. 2 Final Plat	)	**STAFF MEMO FOR THE REDCLOUD NO. 2 FINAL PLAT APPLICATION.**

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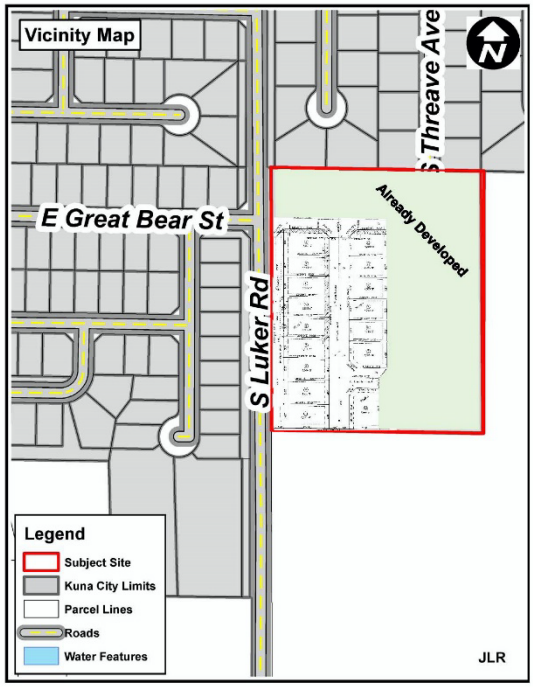
1. Exhibit List
2. General Project Facts
3. Staff Analysis
4. Applicable Standards
5. Conditions of Approval



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X
2.4	Original Findings – Approved 03.19.2019			X

2.5	Statement of Conformance			X
2.6	Common Area Maintenance Agreement			X
2.8	Vicinity Map with Plat Overlay			X
2.9	Public Works Comments			X

II
GENERAL PROJECT FACTS

2.1 David Crawford of B&A Engineers, on behalf of SSM2 Company, requests Final Plat approval for Redcloud Subdivision No. 2. The project consists of 16 buildable lots & one (1) common lot, over approximately 3.16 acres. The project is located on the southeast corner of the S Luker Road & E Great Bear Street (APN: S1325438500) Section 25, Township 2 North, Range 1 West.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for Redcloud Subdivision No. 2.

3.2 This project has previously reserved capacity within the Ten Mile Lift Station.

3.3 Per Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.

3.4 Inspection fees for City inspection of public water, sewer and irrigation facilities associated with this development have been paid.

3.5 Staff has determined the proposed Final Plat for Redcloud Subdivision No. 2 is in substantial conformance with the previously, Council-approved Preliminary Plat (March 19, 2019; Case Nos. 18-05-AN, 18-06-S, & 18-34-DR).

IV
APPLICABLE STANDARDS

4.1 Kuna City Code Title 6, Subdivision Regulations

4.2 Kuna Comprehensive Plan and Future Land Use Map.

4.3 Idaho Code Title 50, Chapter 13, Plats.

V
CONDITIONS OF APPROVAL

5.1 Developer/Owner/Applicant/Contractors shall abide by the City of Kuna's quiet hours. No construction of any kind shall occur after 11:00 PM one day and 7:00 AM the next day per Kuna City Code 10-6-3. Dust shall be abated and a water truck shall be on site at all times. Noises and other nuisances and/or distractions outside of this timeframe are subject to lawful penalties.

5.2 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (Kuna City Code 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

5.3 Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR (Idaho Department of Water Resources).

5.4 All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (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.

5.5 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.

5.6 In regards to grading and drainage, slopes shall be no steeper than 3:1 on lot interiors and no steeper than 4:1 on the exterior of lots. Verification that existing and proposed elevations match at property boundaries such that a burden is not imposed on adjacent properties, shall be made within the final inspection process.

5.7 Upon project completion, the Final Plat shall be compared with the record construction drawings; all lot line adjustments, easements and/or similar items must be recorded on the Final Plat such that an accurate and truthful document results.

5.8 Upon City Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via City Council or Planning and Zoning.

5.9 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer's signature on the Final Plat Mylar.

5.10 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.

DATED this 19th day of October, 2021.

KUNA Planning & Zoning

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): 21-16-FP

Project Name: Redcloud No. 2

Date Received: 08.18.2021

Date Accepted as Complete: 09.17.2021

Type of review requested (check all that apply):

	Annexation		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development	✓	Final Plat
	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat		Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: SSM2 Company - Thomas Maile

Address: 885 W. Rush Rd. Eagle, ID 83616

Phone: _____ Email: _____

Applicant (Developer) Information

Name: David Crawford - B&A Engineers, Inc.

Address: 5505 W. Franklin Rd. Boise ID 83705

Phone: 208-519-4393 Email: dacrawford@baengineers.com

Engineer/Representative Information

Name: Joe Canning - B&A Engineers, Inc.

Address: Same as applicant

Phone: 208-519-4394 Email: jdcanning@baengineers.com

Subject Property Information

Site Address: 1250 S. Luker Rd.

Nearest Major Cross Streets: E. King Rd. & S. Luker Rd.

Parcel No.(s): S1325438500

Section, Township, Range: Sec. 25, T2N, R1W

Property Size: 3.16 ac

Current Land Use: under const. Proposed Land Use: Residential

Current Zoning: R-6 Proposed Zoning: no change

Project Description

Project Name: Redcloud Subdivision No. 2

General Description of Project: City approval & signature of final plat

Type of proposed use (check all that apply and provide specific density/zoning):

■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD

☐ Office ☐ Industrial: M-1 M-2 ☐ Other:

Type(s) of amenities provided with development: n/a

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe:

Will any existing buildings remain? YES NO

No. of Residential Units: 16 No. of Building Lots: 16

No. of Common Lots: 1 No. of Other Lots:

Type of dwelling(s) proposed (check all that apply):

■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family

☐ Other:

Minimum square footage of structure(s): n/a

Gross Density (Dwelling Units ÷ Total Acreage): 5.06 du/ac

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 7.62 du/ac

Percentage of Open Space provided: 7% Acreage of Open Space: 0.21 ac

Type of Open Space provided (i.e. public, common, landscaping): common & landscaping

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: _____ Date: 8/12/21

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.

KUNA
Planning & Zoning

Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s).: 21-16-FP

Project Name: Redcloud No. 2

Date Received: 08.18.2021

Date Accepted as Complete: 09.17.2021

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements. UNDER CONST.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required Under Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C)*.

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A)*.

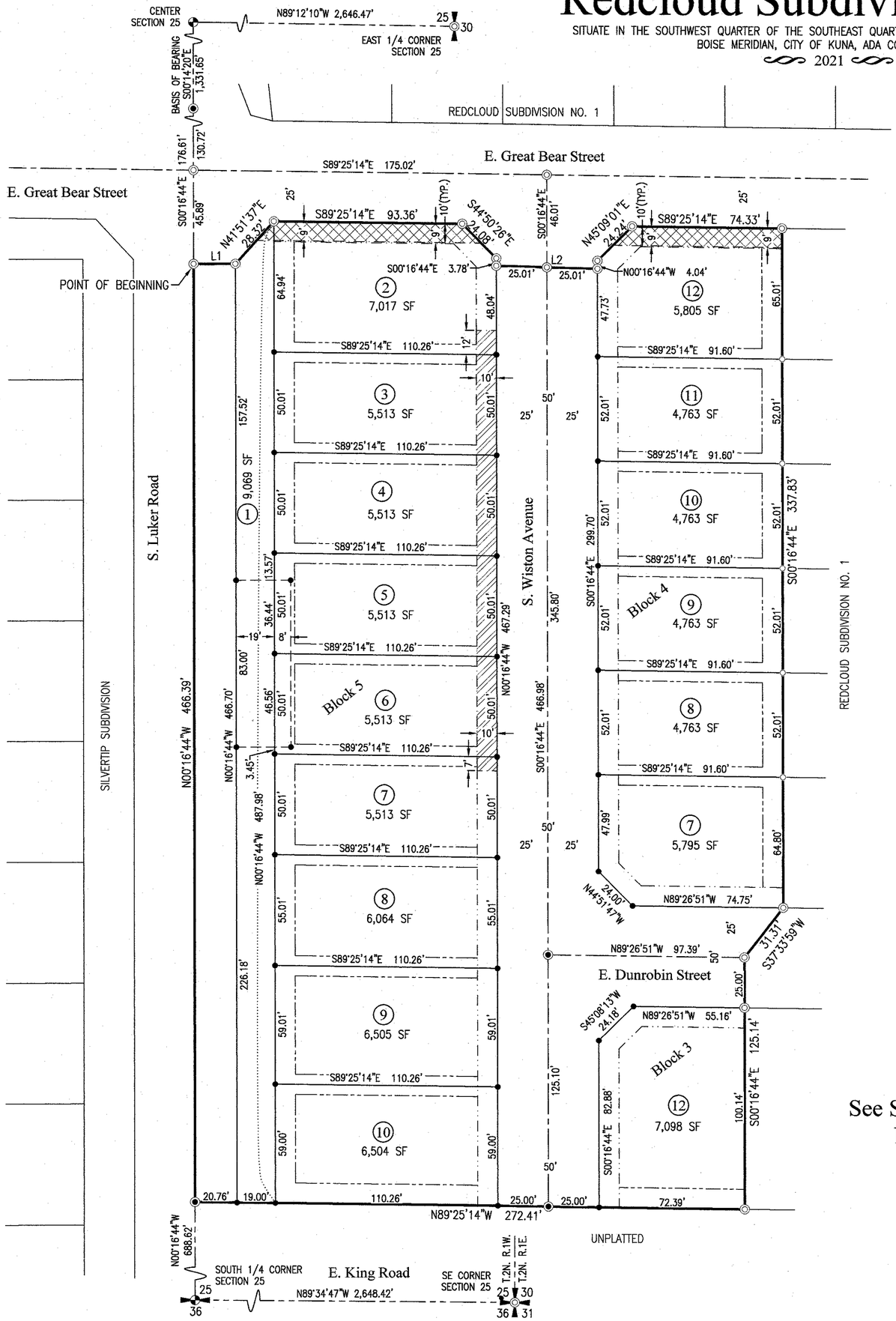
Applicant Signature: _____ Date: 8/12/21

By signing, you are confirming you have provided all required items listed on this application.

Redcloud Subdivision No. 2

SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, T.2 N., R. 1 W., BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO

2021

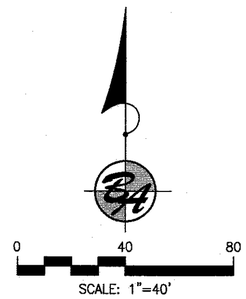


Line Table

LINE	BEARING	DISTANCE
L1	N89°43'16"E	20.76'
L2	S88°41'59"E	50.02'

Legend

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- TIE LINE
- WATER, SEWER, DRAINAGE, AND PRESSURE IRRIGATION EASEMENT LINE TO BENEFIT THE CITY OF KUNA, SEE NOTE 10, SHEET 2 FOR MORE INFORMATION
- 10' WIDE PUBLIC UTILITY EASEMENT LINE, SEE NOTE 9, SHEET 2 FOR MORE INFORMATION
- STORM DRAINAGE EASEMENT LINE TO BENEFIT ACHD, SEE NOTE 13, SHEET 2
- EXISTING STORM DRAINAGE MAINTENANCE EASEMENT TO BENEFIT ACHD, PER INSTRUMENT NO. _____
- FOUND 1/2" PIN WITH PLASTIC CAP LABELED LS 4998, UNLESS OTHERWISE NOTED
- FOUND 5/8" PIN WITH PLASTIC CAP LABELED LS 4998, UNLESS OTHERWISE NOTED
- SET 1/2"X24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- SET 5/8"X30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116", UNLESS OTHERWISE NOTED
- CENTER SECTION 25
  FOUND ALUMINUM CAP LS 7729
  CP&F 2017-024416
  CP&F 8723233
  CP&F 94019910
- EAST 1/4 COR (25 ◎ 30)
  FOUND 5/8 LEAVITT PLS 9895
  CP&F 104159397
  CP&F 8723234
- SOUTH 1/4 COR (25 / 36)
  FOUND BRASS CAP LS 4431
  CP&F 109009855
  CP&F 100029431
  CP&F 9124254
  CP&F 9068085
  CP&F 8960635
- SE COR SECTION 25 (25 ▮ 30 / 36 ◭ 31)
  FOUND 5/8 PIN W/ PLASTIC CAP
  CP&F 9283032
  CP&F 8825942



See Sheet 2 for Line Table, Curve Table, Notes and Certificate of Owner

Survey Narrative

PURPOSE: THE PURPOSE IS TO CREATE A SUBDIVISION WITH 16 BUILDABLE LOTS AND 1 OPEN SPACE LOT.

BOUNDARY ESTABLISHMENT: THE BOUNDARY WAS ESTABLISHED PER WARRANTY DEED 102111368, ADA COUNTY, IDAHO

SUBDIVISION PLATS
- SADIE CREEK SUBDIVISION NO. 1, BOOK 100, PAGES 12931-12935
- PIERONIS SUBDIVISION NO. 3, BOOK 108, PAGES 15062-15064
- SILVERTIP SUBDIVISION, BOOK 99, PAGES 12689-12690

RECORDS OF SURVEY
- ROS NO. 1500
- ROS NO. 4951
- ROS NO. 7205

INSTRUMENT NUMBERS
- 102111368 WARRANTY DEED

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Redcloud Subdivision No. 2

Notes

1. THIS PROPERTY LIES WITHIN THE BOISE-KUNA IRRIGATION DISTRICT AND THE KUNA MUNICIPAL IRRIGATION SYSTEM. ALL LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO ASSESSMENTS. IRRIGATION WATER WILL BE PROVIDED BY THE KUNA MUNICIPAL IRRIGATION SYSTEM IN COMPLIANCE WITH IDAHO CODE SECTION §31-3805(1)(B).

2. ALL REFERENCES TO HOMEOWNERS' ASSOCIATION HEREON ARE TO THE REDCLOUD HOMEOWNERS' ASSOCIATION, INC., AND THE OWNERS OF THE LOTS, WITHIN SAID SUBDIVISION, JOINTLY PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED AS INSTRUMENT NO. 2020-160842, AS AMENDED FROM TIME TO TIME.

3. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RESUBDIVISION.

4. 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 REDCLOUD SUBDIVISION.

5. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.

6. LOT 1, BLOCK 5 IS DESIGNATED AS A COMMON AREA LOT TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION (HOA), IT'S OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT EXPRESS WRITTEN CONSENT FROM THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT, AS DETERMINED BY THE CITY OF KUNA.

7. NO EASEMENT SHOWN OR DESIGNATED HEREON SHALL PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, LANDSCAPING (EXCEPT TREES), PARKING, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.

8. ALL EASEMENTS ARE PARALLEL (OR CONCENTRIC) TO THE LINES (OR ARCS) THAT THEY ARE DIMENSIONED FROM UNLESS OTHERWISE NOTED.

9. PUBLIC UTILITY EASEMENT IS HEREBY RESERVED AS FOLLOWS:
   - 10-FEET WIDE ALONG PUBLIC RIGHTS-OF-WAYS.

10. WATER, SEWER, DRAINAGE, AND IRRIGATION EASEMENTS ARE HEREBY RESERVED FOR THE CITY OF KUNA FOR THE INSTALLATION AND MAINTENANCE OF LINES AS SHOWN HEREON (UNLESS OTHERWISE DIMENSIONED).
    - 10-FEET WIDE ALONG PUBLIC RIGHT-OF-WAYS, REAR LOT LINES AND THE EXTERIOR BOUNDARY.
    - 10-FEET WIDE ALONG AND CENTERED ON INTERIOR LOT LINES.

11. 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.

12. THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION §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 CONDITIONS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL 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 BEGAN OR WAS 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.

13. PORTIONS OF LOTS 2 THROUGH 7, BLOCK 5 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THIS LOT IS ENCUMBERED BY THAT CERTAIN FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT, RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION §40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

14. A BLANKET EASEMENT FOR WATER, SEWER, PRESSURE IRRIGATION, AND DRAINAGE IS HEREBY RESERVED ON LOT 1, BLOCK 5, TO BENEFIT THE CITY OF KUNA.

15. DIRECT LOT OR PARCEL ACCESS TO SOUTH LUKER ROAD AND EAST GREAT BEAR STREET IS PROHIBITED.

15. THIS DEVELOPMENT IS SUBJECT TO A LICENSE AGREEMENT, INST. NO. _____ TO BENEFIT THE ADA COUNTY HIGHWAY DISTRICT.

Certificate of Owner

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED DOES HEREBY CERTIFY THAT IT IS THE OWNER OF A CERTAIN TRACT OF LAND TO BE KNOWN AS REDCLOUD SUBDIVISION NO. 2, AND THAT IT INTENDS TO INCLUDE THE FOLLOWING DESCRIBED LAND IN THIS PLAT:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 25, WHICH BEARS N89°12'10"W, 2,646.47 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 25; THENCE S00°14'20"E, 1,331.65 FEET ALONG THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE SOUTHWEST CORNER OF SADIE CREEK SUBDIVISION NO. 1, AS SHOWN IN BOOK 100 OF PLATS, PAGES 12931 THROUGH 12935, RECORDS OF ADA COUNTY, IDAHO, AND TO THE NORTHWEST CORNER OF REDCLOUD SUBDIVISION NO. 1, AS SHOWN IN BOOK _____ OF PLATS, PAGES _____ THROUGH _____, RECORDS OF ADA COUNTY, IDAHO; THENCE S00°16'44"E, 176.61 FEET ALONG THE WESTERLY BOUNDARY OF SAID REDCLOUD SUBDIVISION NO. 1 AND THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING:

THENCE CONTINUING ALONG THE WESTERLY BOUNDARY OF SAID REDCLOUD SUBDIVISION NO. 1 THROUGH THE FOLLOWING COURSES AND DISTANCES:

N89°43'16"E, 20.76 FEET;

N41°51'37"E, 28.32 FEET;

S89°25'14"E, 93.36 FEET;

S44°50'26"E, 24.08 FEET;

S00°16'44"E, 3.78 FEET;

S88°41'59"E, 50.02 FEET;

N00°16'44"W, 4.04 FEET;

N45°09'01"E, 24.24 FEET;

S89°25'14"E, 74.33 FEET;

S00°16'44"E, 337.83 FEET;

S37°33'59"W, 31.31 FEET;

S00°16'44"E, 125.14 FEET;

THENCE N89°25'14"W, 272.41 FEET TO THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25;

THENCE N00°16'44"W, 466.39 FEET ALONG THE WESTERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SAID SECTION 25 TO THE POINT OF BEGINNING.

COMPRISING 3.16 ACRES, MORE OR LESS.

See Sheet 3 for Owner's Signature

REGISTERED LAND SURVEYOR 4116 STATE OF IDAHO JOSEPH D. CANNING

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

Redcloud Subdivision No. 2

Certificate of Owner (continued)

THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC; THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USED SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR ANY OTHER PURPOSES DESIGNATED HEREON. THE LOTS WITHIN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA; AND THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL OF THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF: I HAVE HEREUNTO SET MY HAND ON THIS _____ DAY OF _____, _____.

_____
THOMAS G. MAILE IV, SECRETARY
SSM2 COMPANY

Acknowledgment

STATE OF IDAHO)
)SS
COUNTY OF _____)

ON THIS ___ DAY OF _____, IN THE YEAR OF _____, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED THOMAS G. MAILE IV, KNOWN OR IDENTIFIED TO ME TO BE THE SECRETARY OF THE CORPORATION THAT EXECUTED THE INSTRUMENT OR THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

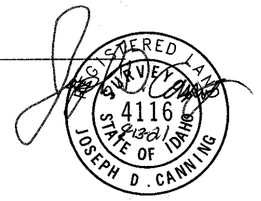
IN WITNESS WHEREOF: I HAVE SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

_____
NOTARY PUBLIC FOR IDAHO
RESIDING IN _____, IDAHO
MY COMMISSION EXPIRES _____

Certificate of Surveyor

I, JOSEPH D. CANNING, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF REDCLOUD SUBDIVISION NO. 2, AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND ACCURATELY AND CORRECTLY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMANCE WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
JOSEPH D. CANNING, P.L.S. NO. 4116



Approval of Central District Health Department

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____
CENTRAL DISTRICT HEALTH DEPARTMENT, EHS DATE

Approval of Ada County Highway District

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____, _____.

_____
COMMISSION PRESIDENT
ADA COUNTY HIGHWAY DISTRICT

Approval of City Engineer

I, THE UNDERSIGNED, THE CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, ON THIS _____ DAY OF _____, _____, HEREBY APPROVE THIS PLAT.

_____
KUNA CITY ENGINEER, P.L.S. 8722 DATE

Approval of City Council

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE _____DAY OF _____, _____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____
KUNA CITY CLERK

Certificate of County Surveyor

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____
ADA COUNTY SURVEYOR DATE

Certificate of County Treasurer

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER REQUIREMENTS OF IDAHO CODE 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATE IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

_____
ADA COUNTY TREASURER DATE

Certificate of County Recorder

STATE OF IDAHO)
)SS. INSTRUMENT NO._____
COUNTY OF ADA)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____
AT _____ MINUTES PAST _____ O'CLOCK __M.,
THIS ____ DAY OF _____ , _____,
IN MY OFFICE, AND WAS RECORDED IN BOOK _____ OF PLATS
AT PAGES _____ THROUGH _____.
FEE:_____

EX-OFFICIO RECORDER: PHIL MCGRANE

DEPUTY:_____

B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd. Boise, Id. 83705
(208) 343-3381

City of Kuna

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

City Council-Findings of Fact & Conclusions of Law

To: City Council

Case Numbers: 18-05-AN (Annex), 18-06-S (Subdivision) & 18-34-DR (Design Review): *Redcloud Subdivision*

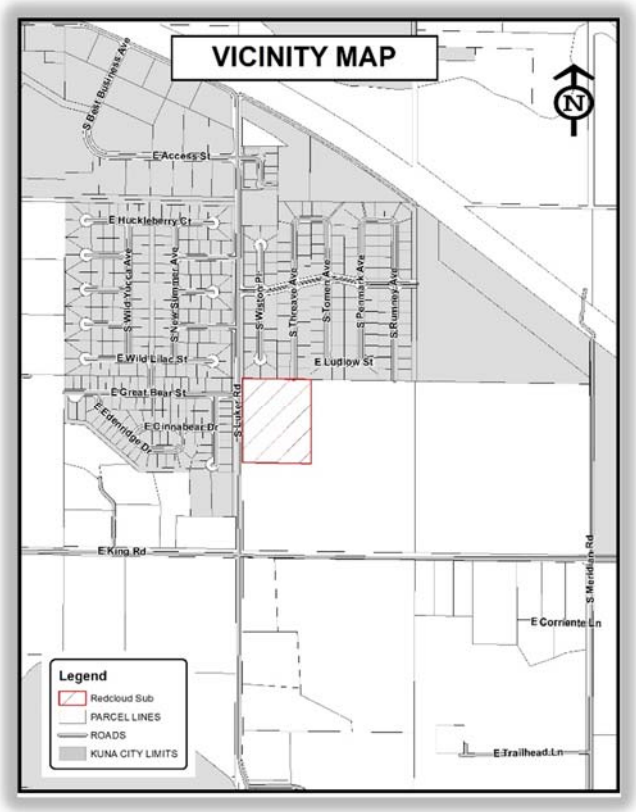
Location: Southeast Corner (SEC) of Luker and Great Bear Roads, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: February 19, 2019
Findings of Fact: *March 19, 2019*

Representative: **Alex MacDonald**
885 W. Rush Road
Eagle, Idaho 83616
208.939.1000

Owner: **SSM2, Company**
Thomas Maile
885 W. Rush Road
Eagle, Idaho 83616
208.939.1000
newhorizonconstruction@gmail.com



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I. Factual Summary
J. Comprehensive Plan Analysis
K. City Code Analysis
L. Commission's Recommendation
M. Recommended Order of Decision
N. Findings and Conclusions

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 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

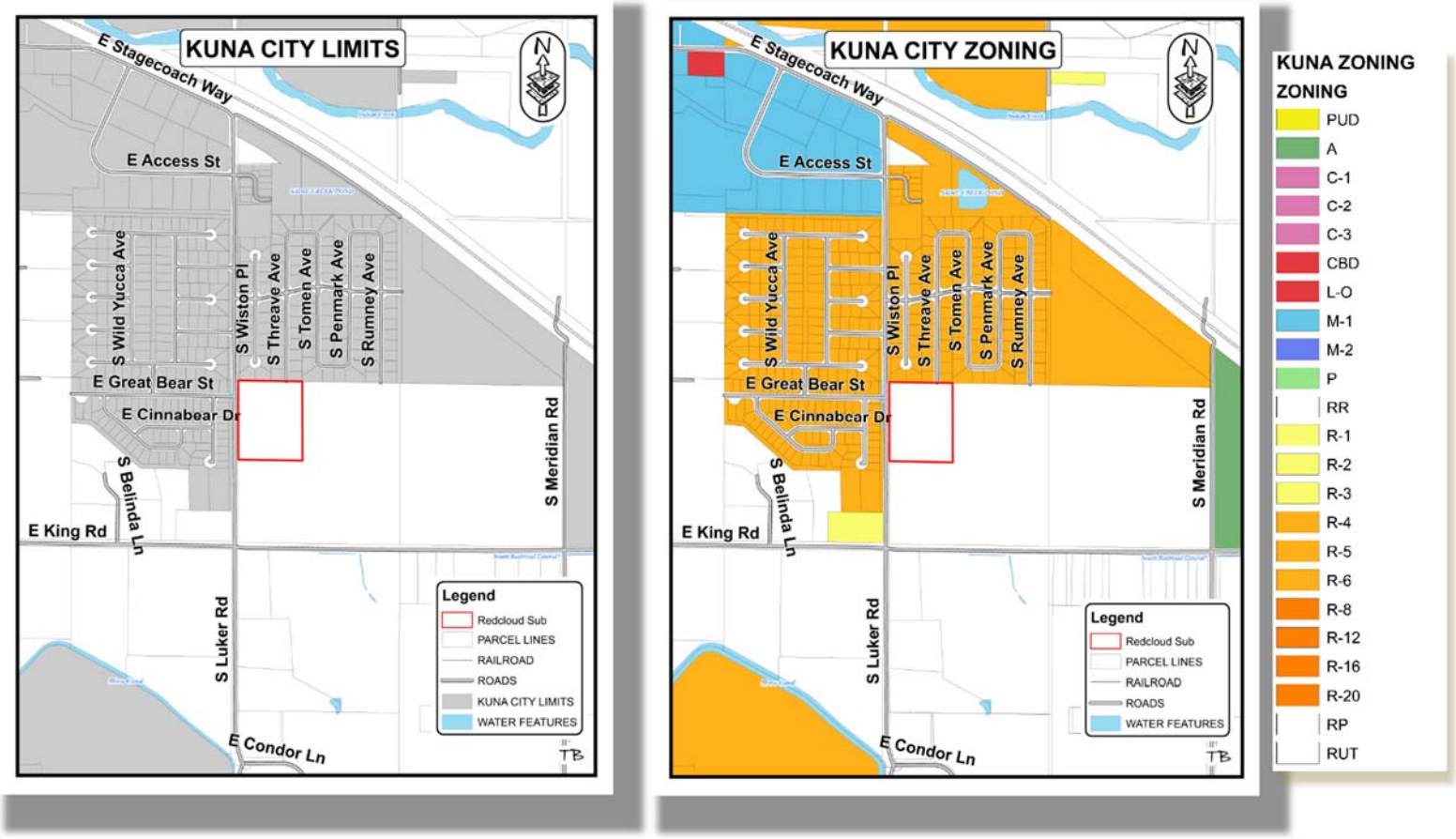
i.	Neighborhood Meeting	July 26, 2018 (Ten persons attended)
ii.	Agencies	November 2, 2018
iii.	350' Property Owners	February 8, 2019

iv.	Kuna, Melba Newspaper	January 23, 2019
v.	Site Posted	February 7, 2019

B. Applicant Request:

1. The applicant, SSM2, Company, requests to annex approximately 8.00 acres into Kuna City with an R-6, residential zone, and to subdivide the property into 41 single family residential lots and three (3) common lots and have reserved the name *Redcloud Subdivision*. The site is located at the southeast corner of Luker and Great Bear Roads, The site address is 1250 S. Luker Rd., Kuna, Idaho; In Section 25, T 2N, R 1W, APN #: S1325438500.

C. Exhibit Maps:



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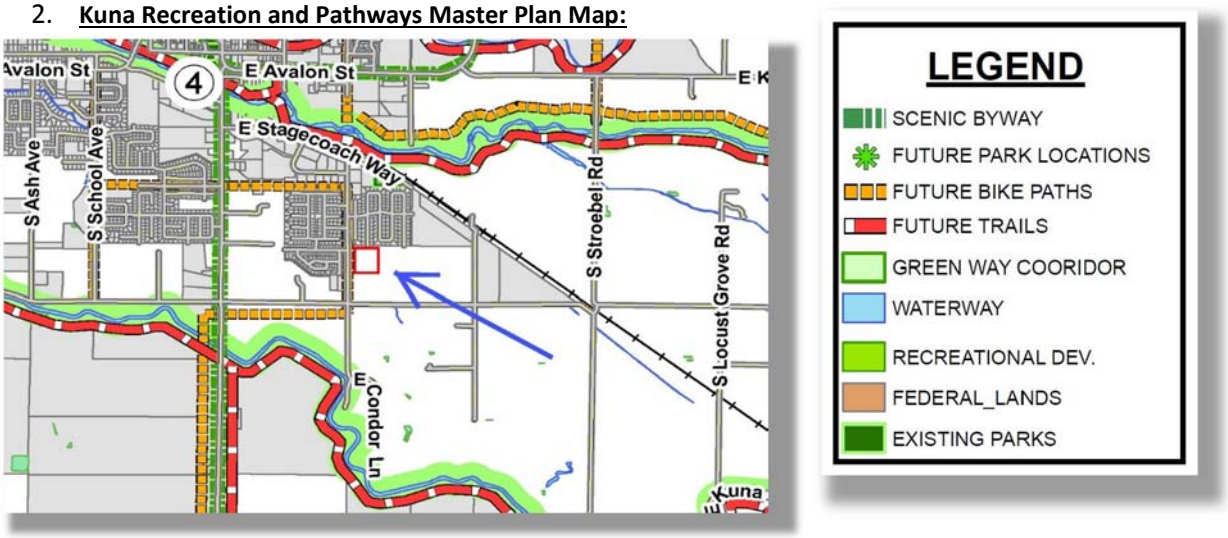
D. **History:** The approximate 8.0-acre subject site is currently in Ada County, however, it is contiguous to Kuna City limits on the north and west sides of the parcel, and has historically been used for a single family residence and the remainder for open field and Agricultural purposes.

E. **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 for 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 approx. 8.00-acre site as Medium Density Residential (4-8 DUA).

2. **Kuna Recreation and Pathways Master Plan Map:**



The Kuna Recreation and Master Pathways Plan map identifies a future bike trail on Luker Road. Applicant has provided a bike lane on their Preliminary Plat road section detail.

3. **Surrounding Existing Land Uses and Zoning Designations:**

North	R-6	Medium Density Residential – Kuna City
South	R-6	Rural Urban Transition – Ada County
East	RUT	Rural Urban Transition – Ada County
West	R-6	Medium Density Residential – Kuna City culture – City of Kuna

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size	Current Zone	Parcel Number
SSM 2 Company	Approx. 8.00 ac.	RUT	S1325438500

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Irrigation District – Boise-Kuna Irrigation District
Pressurized Irrigation – City of Kuna (KMIS)
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 a residence on site, with approximately five out-buildings. This site is generally flat and on-site vegetation is consistent with typical residence and agricultural fields.

Transportation / Connectivity: The site has significant frontage along Luker and shall provide adequate Rights-of-Way (ROW) to serve the needs of the site and in sufficient amounts to satisfy Kuna and ACHD's requirements for roadway improvements, including road widening and curb, gutter and sidewalks. There is an existing stub street connection with the subdivision to the north and staff recommends the developer be conditioned to connect to it, and provide stubs to adjacent properties for future subdivisions, as shown on their proposed preliminary plat.

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 (Paul Stevens) - Exhibit B 1
   - Ada County Highway District (ACHD) - Exhibit B 2
   - Boise Project Board of Control – Exhibit B 3
   - Central District Health Department (CDHD) – Exhibit B 4
   - Department of Environmental Quality (DEQ) – Exhibit B 5
   - Idaho Transportation Department (ITD) – Exhibit B 6

F. Staff Analysis:

Applicant requests approval to annex approximately 8.00 total acres with a current county zone as Rural Urban Transition (RUT) *into* Kuna City limits with an R-6 (Medium Density Residential) zone; and subdivide the subject property creating a 40 lot, single family subdivision, known as *Redcloud* Subdivision. Applicant also proposes to develop three (3) additional lots, into common lots for the residents. A Homeowners Association (HOA) will be established for the care and maintenance for the common lots and landscape buffers.
The applicant proposes annexation applying the category "A" method, and as it touches current City limits on two sides of the project, the site is eligible for annexation. Applicant is proposing two (2) phases of development which will largely be driven by the consumer market.

Public services will be extended to the property at the developers cost, thereby extending City facilities. Applicant proposes 41 buildable lots over Approx. 8.00 acres in an R-6 zone (Med. Density) and as such, staff views this proposal compliant with the Comp Plan Map. Staff was unable to locate proposed street lights on Luker Road. Staff recommends the applicant be conditioned to provide street lights throughout the Sub that comply with KCC, including street lights at all intersections and hydrants.

Originally, the applicant proposed to continue Threave Avenue through the site and stub directly to the property below Redcloud. In their report, ACHD recommended that this design be changed, in order to avoid a lengthy Threave Avenue where speeds can increase on longer roads. At the December 11, 2018, P & Z hearing, the Commission discussed ACHD's concern about Threave Avenue connection and recommended the applicant change the stub street for the property to the south be provided from Durelton Avenue. The applicant has provided staff with an updated plan reflecting the stub street in the recommended location, the updated plan is in your packet. Additionally, the Commission required that the applicant provide additional open space for the residents. The updated plan also reflects this change as well. While staff agrees that additional open space was provided, staff would defer to Council's decision, whether the open space needs to be increased in size, or moved to a better location.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No's 18-05-AN and 18-06-S, to the Kuna Council with recommended conditions of approval listed in section 'M' of this report.

G. 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.

H. Procedural Background:

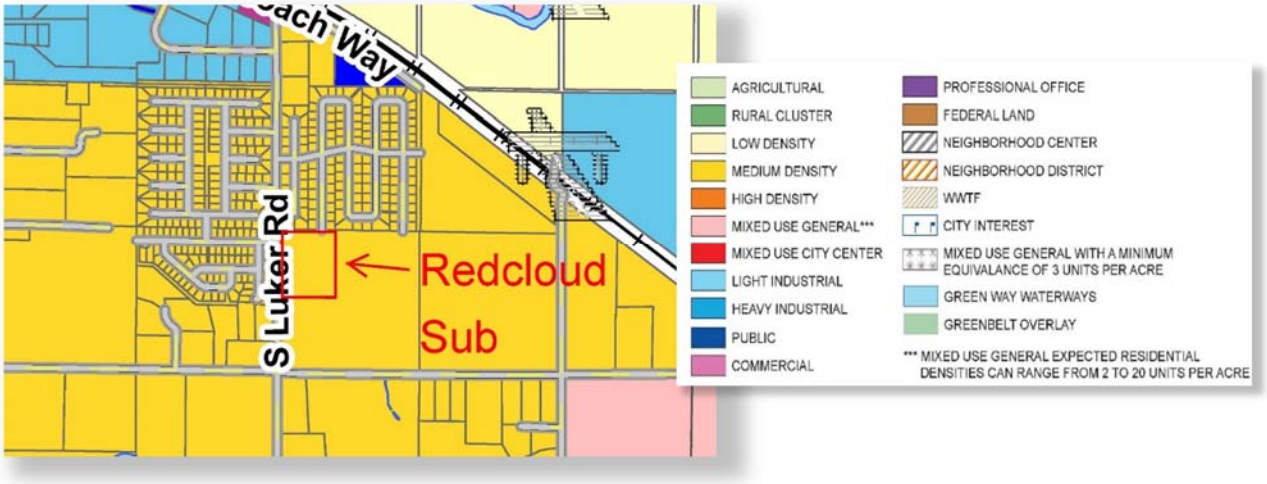
On February 19, 2019, the Council will consider Case No's 18-05-AN and 18-06-S, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This site is located near the southeast corner (SEC) of Luker and Great Bear Roads. Applicant proposes to annex approximately 8.00 acres into the City of Kuna with an R-6 (Medium Density Residential -MDR) zone. Applicant has submitted a preliminary plat to subdivide the parcel into 40 buildable lots and three (3) common lots, and proposes full improvements for Luker Road, and all internal Roads to City and ACHD standards.

J. Comprehensive Plan Analysis:

The Kuna Council may accept or reject the Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site *is* consistent with the following Comprehensive Plan components as described below:



The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City.

2.0 – Property Rights and Summary

Goal 1: Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property "takings".

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

5.0 Economic Development Goals and Objectives - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: *The proposed application complies with the comprehensive plan by providing a mix of lot sizes, and sidewalks throughout to meet this goal.*

***6.0 Land Use Goals and Objectives - Summary*:**
Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: *The project complies with the land use plan as adopted by the City by incorporating the following; landscape buffers, sidewalks,, varied larger housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.*

8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:
Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties who request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.
Comment: *Kuna has adequate services for this development and the authority to annex the requested lands into the City. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.*

9.0 - Transportation Goals and Objectives - Summary:
Work with Kuna City, ACHD and COMPASS to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights- of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: *The project meets the transportation goals of the City by extending public rights-of-way on South Luker Road and internal roads to create additional transportation connections.*

12.0 - Housing Goals and Objectives - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: *Applicant has proposed 40 single family lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds, connections to existing and future subdivisions, creating a pleasant neighborhood environment.*

***13.0 - Community Design Goals and Objectives - Summary*:**
Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: *The application incorporates sound community design and landscape features to buffer incompatible uses to create a sense of place for the community to foster neighborhood interactions and activities.*

K. Kuna City Code Analysis:

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

Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of the Kuna City Code (KCC). Staff also finds that the proposed project meets all applicable requirements of Titles 5 and 6 of the KCC.*

2. The site is physically suitable for an annexation with an R-6 MDR, and subdivision.

   Comment: *The 8.00 acre (approximate) project is a request for Annexation with an R-6 (Medium Density Residential - MDR) and a Subdivision. The site appears to be compatible with the proposal.*

3. The Annexation and Subdivision is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

4. The Annexation and Subdivision proposals are not likely to cause adverse public health problems.

   Comment: *The proposed Annexation and Subdivision for the property follows all Kuna City Codes. The medium density land use application requires connection 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 Council did consider the location of the property and adjacent uses. The subject property is adjacent to Kuna City limits and will be connected to the Kuna City central sewer and potable and pressure irrigation water systems. The current adjacent uses are both farms and residential uses and are adjacent to a major collector road.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.

   Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for the residential project.*

L. <u>Commission Recommendation to Council:</u>

On December 11, 2018 the Commission voted to recommend approval to Council for Case No's, 18-05-AN & 18-06-S, based on the facts outlined in staff's report and public testimony during the public hearing with the Planning and Zoning Commission of Kuna, Idaho, and hereby recommends *approval* for Case No's 18-05-AN (Annexation), and 18-06-S; (Preliminary Plat) a subdivision request from SSM2 Company to annex and subdivide approximately 8.00 acres into 44 total lots (41 buildable lots and 3 common lots), subject to the following conditions of approval:

- Applicant shall follow the conditions outlined in the Staff Report,
- Applicant shall work with ACHD and the city to mitigate the traffic concerns along Threave Avenue,
- Applicant shall work with the city to provide connectivity throughout the subdivision with some pathway and preferably an additional open space of a minor nature so that the residents have an open area.

M. Order of Decision by the Council:

Based on the facts outlined in staff's report and public testimony during the public hearing the Council of Kuna, Idaho, hereby *approves* Case No's 18-05-AN (Annexation), & 18-06-S; (Preliminary Plat) a request from SSM2 Company to annex and subdivide approximately 8.00 acres into 43 total lots (40 buildable lots and 3 common lots); subject to the following conditions of approval listed in section "M" of this staff report.

- Applicant shall follow the conditions of approval as listed in the packet.

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, 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. A separate Design Review application is required for the community clubhouse and parking lot.
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 any 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. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.

10. 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.
11. The applicant's proposed preliminary plat (dated 12/13/18) and landscape plan (dated 08/01/2018 UPDTD) shall be considered binding site plans, or as modified and approved through the public hearing process.
12. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
    12.1 – Landscape contractor shall remove all twine/ropes and burlap from root balls.
    12.2 – Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.
13. Applicant shall bring landscape buffers into compliance as described in Kuna City Code 5-17, and submit a PDF bearing these changes for approval.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. Applicant shall demonstrate permanent access, maintenance and care for all lots affected by shared driveways as proposed on the preliminary plat bearing the same date as above.
16. Compliance with all local, state and federal laws is required.

N.

City of Kuna
City Council
Proposed Findings of Fact and Conclusions of Law
P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Based upon the record contained in Case *No's 18-05-AN & 18-06-S*, including the Comprehensive Plan, Kuna City Code, Staff's Report, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby *approves* the Findings of Fact and Conclusions of Law, and conditions of approval for Case *No's 18-05-AN & 18-06-S* a request for Annexation & Preliminary Plat, by SSM2 Company:

1. *The Kuna City* 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 February 19, 2019, 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 18-05-AN & 18-06-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 18-05-AN & 18-06-S, this proposal generally complies with the 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. *Kuna's Council has the authority to approve Case No's 18-05-AN & 18-06-S.*

   Comment: *On February 19, 2019, Council voted to approve Case No's 18-05-AN & 18-06-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: *Notices were mailed out to land owners within 350 FT of the proposed project site on February 8, 2019, and a legal notice was published in the Kuna Melba Newspaper on January 23, 2019. The applicant placed signs on the property on February 7, 2019.*

DATED: this 19th, day of March, 2019.

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels, Clerk
Kuna City

B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Established 1921

August 12, 2021

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

Subject: **Final Plat Approval Request for – Redcloud Subdivision No. 2**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Redcloud Subdivision No. 2

The development is currently under construction. The attached final Plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,

David Crawford
B&A Engineers, Inc.

5.5.1.6.4 Security and privacy gate(s) at the entrance to the Property.

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 the Association's 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:

5.5.2.1 Operation and Maintenance of Red Cloud Common Area Operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Red Cloud Common Area, including but not limited to, the repair and replacement of property damaged or destroyed by casualty loss and the maintenance and repair of the private streets and streetlights.

Specifically, the Association shall, at Grantors 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. Such properties may include those lands intended for open space uses.

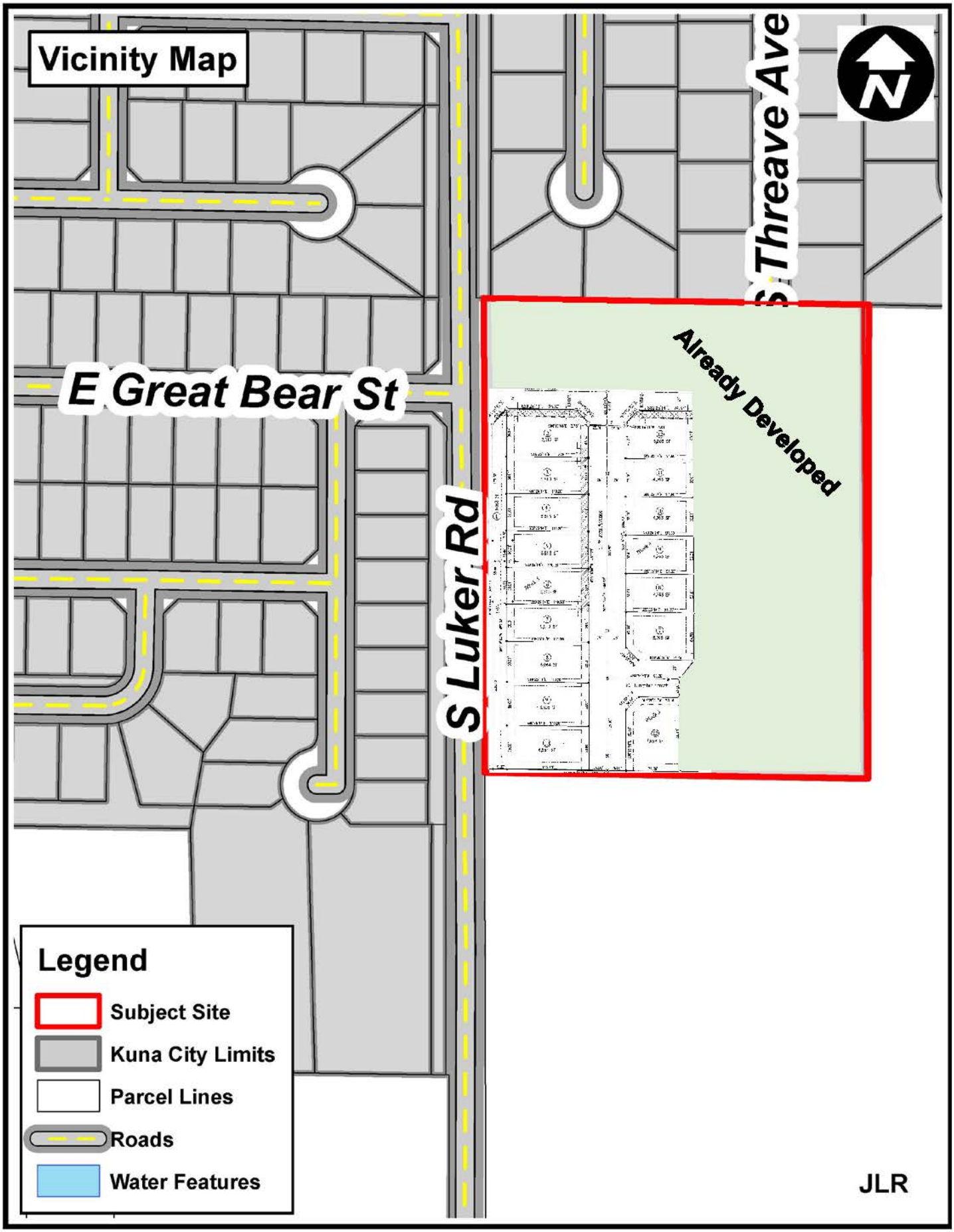
Additionally, the Association shall maintain the security and privacy gate or gates installed on the Red Cloud Common Area of the Property.

5.5.2.2 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 Red Cloud Common Area.

5.5.2.3 Maintenance of Berms and Fences. Maintain any and all berms, fences, and/or landscaping within the Red Cloud Common Area.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and Assessments separately levied against the Red Cloud Common Area or against Red Cloud Subdivision, 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, if any, levied against the Association.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical,


Vicinity Map
E Great Bear St
S Luker Rd
S Threave Ave
Already Developed
Legend
Subject Site
Kuna City Limits
Parcel Lines
Roads
Water Features
JLR

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

FINAL PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**27 September 2021**	
RE:	**Public Works Comments**	
	Redcloud Subdivision No. 2 – 21-16-FP (Final Plat)	

The Redcloud Subdivision No. 2, 21-16-FP, Final Plat request dated 16 September 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses approximately 3 acres. This application contains a total of 16 single-family residential lots and 1 common lots.

Public Works staff supports approval of this final plat. The plat may be officially approved after all conditions are met.

Comments may be expanded or refined in connection with the future land-use actions.

1) Inspection & Fees

a) The responsible engineer of record will provide record drawings upon completion.
b) The inspection fees for City inspection of the construction of public water, sewer and irrigation facilities associated with this development have been paid.

2) General

a) Redcloud Subdivision No. 2, 21-16-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) The applicant provided engineering certification on all final engineering drawings/record drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Sanitary Sewer Connection

a) This project is in agreement with the sewer master plans.

b) This project has previously reserved capacity in the Ten Mile Lift Station.

4) Potable Water Connection

a) This project is in agreement with the water master plans.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

a) Grading and drainage plans have been provided as part of the construction drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.
   (1) The final plat appears complete.
   (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (record) 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.
b) *Correct and verified* a*s-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **LASHER ENTERPRISES** *For Sadie Creek Subdivision No. 2 Final Plat*	))))))	**Case No. 21-17-FP (Final Plat)** **STAFF MEMO FOR THE SADIE CREEK SUBDIVISION NO. 2 FINAL PLAT APPLICATION.**

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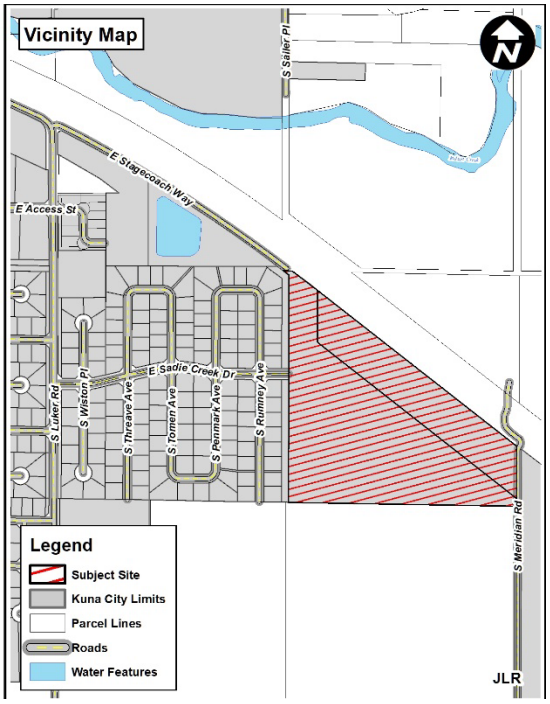
1. Exhibit List
2. General Project Facts
3. Staff Analysis
4. Applicable Standards
5. Conditions of Approval



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X

2.5	Original Findings – Approved 12.15.2009			X
2.6	Reinstatement Letter 11.27.2019			X
2.7	Statement of Conformance			X
2.8	Common Area Maintenance Agreement			X
2.10	Kuna Rural Fire District Comments			X
2.11	Public Works Comments			X
2.12	Vicinity Map			X

II
GENERAL PROJECT FACTS

2.1 On behalf of Lasher Enterprises, Alec Egurrola of T-O Engineers, requests Final Plat approval for Sadie Creek No. 2 Subdivision. The project is approximately 26.28 acres with an R-6 (Medium Density Residential) zoning designation and will consist of 84 single-family residential lots and 13 common lots. The project is located approximately one quarter mile east of the S Luker Road & E Sadie Creek Drive intersection (APNs: S1325417350 & S132547420; Section 25, Township 2 North, Range 1 West).

III
STAFF ANALYSIS

3.1 Sadie Creek Subdivision No. 2 was originally approved December 15, 2009, but timeframe to construct lapsed. In 2019, Lasher Enterprises requested reinstatement of the project, supplied the necessary documents and paid applicable fees. Upon review of the Reinstatement Application, it was determined the project was in adherence to the original application and the previous Planning & Zoning Director issued a Reinstatement Letter dated November 27, 2019.

3.2 In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for Sadie Creek Subdivision No. 2.

3.3 The Kuna Rural Fire District provided support of this application pending specific Conditions, with final approval being subject to satisfactory field inspection(s) by Fire District personnel.

3.4 This project has previously reserved capacity within the Ten Mile Lift Station.

3.5 Per Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.

3.5 Inspection fees for City inspection of public water, sewer and irrigation facilities associated with this development have been paid.

3.6 Staff has determined the proposed Final Plat for Sadie Creek Subdivision No. 2, is in substantial conformance with the previously, Council-approved Preliminary Plat (December 15, 2009; Case Nos. 05-08-AN, 05-12-ZC, and 5-12-S).

IV
APPLICABLE STANDARDS

4.1 Kuna City Code Title 6, Subdivision Regulations

4.2 Kuna Comprehensive Plan and Future Land Use Map.

4.3 Idaho Code Title 50, Chapter 13, Plats.

V
CONDITIONS OF APPROVAL

5.1 Developer/Owner/Applicant/Contractors shall abide by the City of Kuna's quiet hours. No construction of any kind shall occur after 11:00 PM one day and 7:00 AM the next day per Kuna City Code 10-6-3. Dust shall be abated and a water truck shall be on site at all times. Noises and other nuisances and/or distractions outside of this timeframe are subject to lawful penalties.

5.2 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (Kuna City Code 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

5.3 Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR (Idaho Department of Water Resources).

5.4 All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (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.

5.5 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.

5.6 Developer/Owner/Applicant shall meet all Conditions of Approval as provided by the Kuna Rural Fire District, as listed in Exhibit 2.10.

5.7 In regards to grading and drainage, slopes shall be no steeper than 3:1 on lot interiors and no steeper than 4:1 on the exterior of lots. Verification that existing and proposed elevations match at property boundaries such that a burden is not imposed on adjacent properties, shall be made within the final inspection process.

5.8 Upon project completion, the Final Plat shall be compared with the record construction drawings; all lot line adjustments, easements and/or similar items must be recorded on the Final Plat such that an accurate and truthful document results.

5.9 Upon City Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via City Council or Planning and Zoning.

5.10 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer's signature on the Final Plat Mylar.

5.11 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.

DATED this 19th day of October, 2021.

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): 21-17-FP (Final Plat)

Project Name: Sadie Creek No. 2

Date Received: 08.25.2021

Date Accepted as Complete: 09.16.2021

Type of review requested (check all that apply):

☐	Annexation	☐	Appeal
☐	Comp. Plan Map Amendment	☐	Combination Pre & Final Plat
☐	Design Review	☐	Development Agreement
☐	Final Planned Unit Development	☑	Final Plat
☐	Lot Line Adjustment	☐	Lot Split
☐	Ordinance Amendment	☐	Planned Unit Development
☐	Preliminary Plat	☐	Rezone
☐	Special Use Permit	☐	Temporary Business
☐	Vacation	☐	Variance

Owner of Record

Name: Larry Kine, Kine LLC

Address: 250 NW Franklin Ave, Suite 401 | Bend, OR 97703

Phone: (547) 617-1999 Email: larrykine@gmail.com

Applicant (Developer) Information

Name: Brady Lasher

Address: 3327 N Eagle Rd, Suite 110-135 | Meridian, ID 83646

Phone: (208) 871-0004 Email: brady@lasherenterprises.com

Engineer/Representative Information

Name: Alec Egurrola | T-O Engineers

Address: 332 N. Broadmore Way | Nampa, ID 83687

Phone: (208) 442-6300 Email: aegurrola@to-engineers.com

Subject Property Information

Site Address: 1101 S. Meridian Rd | Kuna, ID 83634

Nearest Major Cross Streets: E. Kings Rd & S Kuna-Meridian Rd

Parcel No.(s): S1325417350, S132547420

Section, Township, Range: NE 1/4 of SE 1/4 of Section 25, Township 2N, Range 1W

Property Size: ±26.28

Current Land Use: Agricultural Proposed Land Use: Single family residential

Current Zoning: R-6 Proposed Zoning: R-6

Project Description

Project Name: Sadie Creek Subdivision No. 2

General Description of Project: the second and last phase of the Sadie Creek Subdivision. This is a single-family residential subdivision with open space/park amenities.

Type of proposed use (check all that apply and provide specific density/zoning):

■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD

☐ Office ☐ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: park space with restrooms, shade space, benches, tot lot, soccer field, and baseball field. Also, ample landscaping provided.

Residential Project Summary (If Applicable)

Are there existing buildings? YES (NO)

If YES, please describe: _____

Will any existing buildings remain? YES (NO)

No. of Residential Units: 84 No. of Building Lots: _____

No. of Common Lots: 13 No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):

■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family

☐ Other: _____

Minimum square footage of structure(s): 1500

Gross Density (Dwelling Units ÷ Total Acreage): 3.20

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 4.15

Percentage of Open Space provided: 33% Acreage of Open Space: 8.75

Type of Open Space provided (i.e. public, common, landscaping): public park space with full sized soccer & baseball fields, a tot lot, a shade structure, and a pathway.

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: Alec Esposito Date: 9/15/21

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.

KUNA
Planning & Zoning

Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s).: 21-17-FP

Project Name: Sadie Creek No. 2

Date Received: 08.25.2021

Date Accepted as Complete: 09.16.2021

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required Under Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C)*.

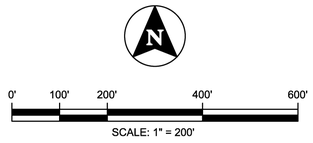
Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A)*.

Applicant Signature: Alec Egurrola Date: 9/15/21

By signing, you are confirming you have provided all required items listed on this application.

SADIE CREEK SUBDIVISION NO. 2

LOCATED IN THE N1/2 OF SE 1/4 OF SECTION 25
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CITY OF KUNA, ADA COUNTY, IDAHO
2021

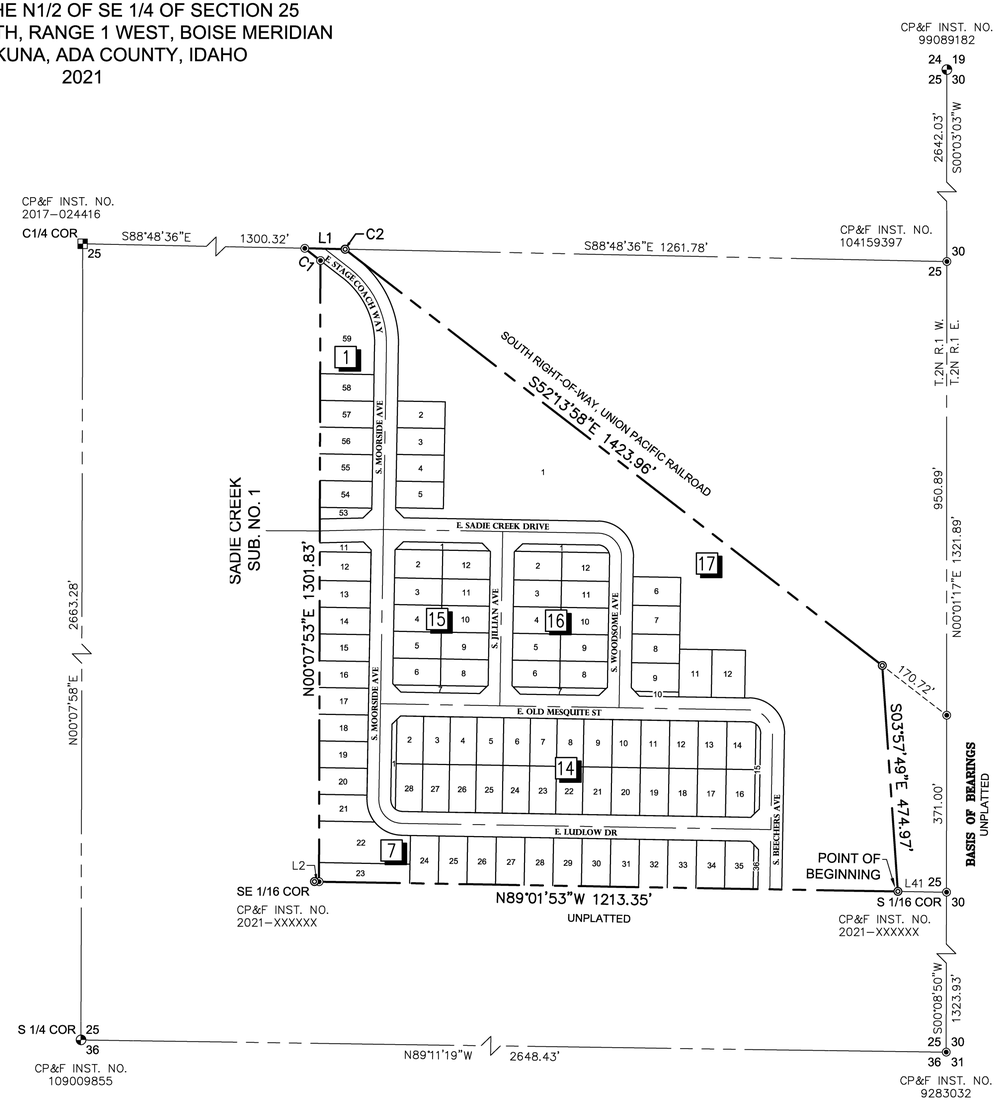


NOTES

1. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.
3. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, 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 CONDITIONS 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 BEGAN OR WAS 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."
4. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET THE DIMENSIONAL STANDARDS ESTABLISHED IN THE APPLICABLE ZONING ORDINANCE OR AS SPECIFICALLY APPROVED
5. LOT SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY OR THE CITY OF KUNA.
6. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
7. UNLESS OTHERWISE SHOWN, ALL LOT LINES COMMON TO PUBLIC RIGHT-OF-WAY ARE SUBJECT TO A TEN (10) FOOT PERMANENT PUBLIC UTILITIES AND DRAINAGE EASEMENT. . THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF PROPER HARD-SURFACED DRIVEWAYS AND WALKWAYS FOR ACCESS TO EACH INDIVIDUAL LOT.
8. UNLESS OTHERWISE SHOWN, ALL LOTS ARE SUBJECT TO A FIVE (5) FOOT PERMANENT DRAINAGE EASEMENT ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND A TEN (10) FOOT PERMANENT DRAINAGE AND IRRIGATION EASEMENT COMMON TO ALL REAR LOT LINES.
9. IRRIGATION WATER SHALL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENT BY THE CITY OF KUNA.
10. LOTS 53 AND 59 BLOCK 1, LOTS 11, 23 AND 36 BLOCK 7, LOTS 1 AND 15 BLOCK 14, LOTS 1 AND 7 BLOCK 15, LOTS 1 AND 7, BLOCK 16, AND LOTS 1 AND 10 BLOCK 17 ARE COMMON LOTS AND ARE TO BE OWNED AND MAINTAINED BY THE SADIE CREEK SUBDIVISION NO.2 HOMEOWNERS' ASSOCIATION, INC., OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION.
11. THIS SUBDIVISION SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE, AND MAY BE AMENDED FROM TIME TO TIME. THE HOMEOWNERS' ASSOCIATION (HOA), ITS OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON-PAYMENT.
12. PORTIONS OF LOT 1 BLOCK 17 ARE SERVIENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM AS SHOWN HEREON. THIS LOT IS ENCUMBERED BY THAT FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40-2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
13. THIS PLAT IS SUBJECT TO AN ACHD TEMPORARY LICENSE AGREEMENT PER INSTRUMENT NO. 2021-095582, RECORDS OF ADA COUNTY, IDAHO.
14. THIS PLAT IS SUBJECT TO AN ACHD NON-EXCLUSIVE STORM DRAIN EASEMENT PER INSTRUMENT NO. 2021-XXXXXX, RECORDS OF ADA COUNTY, IDAHO.

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY
- ROAD CENTERLINE
- EASEMENT LINE
- FOUND 5/8" REBAR
- FOUND 1/2" REBAR
- SET 5/8" REBAR, PLS 13765
- COMPUTED POINT
- 1 LOT NUMBER
- [1] BLOCK NUMBER



BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°48'36"E	84.36
L2	N89°02'14"W	9.53
L41	N89°01'53"W	102.00

BOUNDARY CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	8462.97'	42.02'	0°17'04"	N52°08'40"W	42.02'
C2	8512.97'	0.69'	0°00'17"	S52°14'06"E	0.69'

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE BOUNDARIES INTO PRIVATE RESIDENTIAL AND COMMERCIAL LOTS AS SHOWN.

NO DISCREPANCIES WERE DISCOVERED IN THE FOUND MONUMENTS SHOWN AND FIT WELL WITH THE PREVIOUS RECORD OF SURVEY FOR THE SHOWN BOUNDARIES. SEE ADA COUNTY RECORD OF SURVEY INSTRUMENT NO. 2000003861 FOR THE ORIGINAL BOUNDARIES SHOWN.

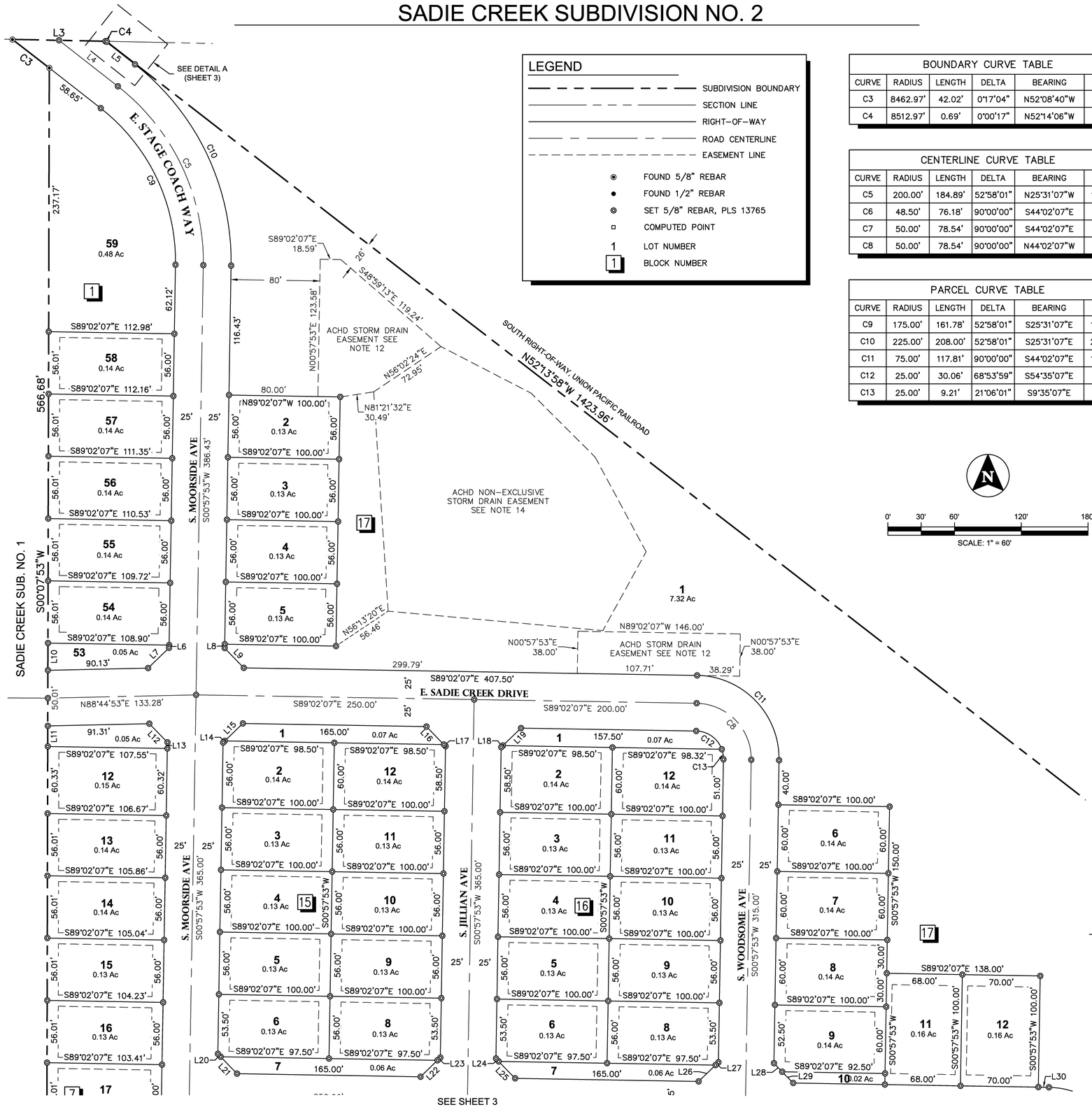
ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

8/11/21

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

SADIE CREEK SUBDIVISION NO. 2



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- [1] BLOCK NUMBER

BOUNDARY CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C3	8462.97'	42.02'	0°17'04"	N52°08'40"W	42.02'
C4	8512.97'	0.69'	0°00'17"	N52°14'06"W	0.69'

CENTERLINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C5	200.00'	184.89'	52°58'01"	N25°31'07"W	178.38'
C6	48.50'	76.18'	90°00'00"	S44°02'07"E	68.59'
C7	50.00'	78.54'	90°00'00"	S44°02'07"E	70.71'
C8	50.00'	78.54'	90°00'00"	N44°02'07"W	70.71'

PARCEL CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C9	175.00'	161.78'	52°58'01"	S25°31'07"E	156.08'
C10	225.00'	208.00'	52°58'01"	S25°31'07"E	200.67'
C11	75.00'	117.81'	90°00'00"	S44°02'07"E	106.07'
C12	25.00'	30.06'	68°53'59"	S54°35'07"E	28.28'
C13	25.00'	9.21'	21°06'01"	S9°35'07"E	9.15'

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L3	N88°48'36"W	83.63

CENTERLINE LINE TABLE		
LINE	BEARING	DISTANCE
L4	S52°00'07"E	67.13

PARCEL LINE TABLE		
LINE	BEARING	DISTANCE
L5	S52°00'07"E	33.72
L6	S00°57'53"W	2.50
L7	N45°57'53"E	26.14
L8	S00°57'53"W	3.50
L9	N44°02'07"W	24.75
L10	S00°07'53"W	24.47
L11	S00°07'53"W	18.52
L12	S44°02'07"E	23.44
L13	S00°57'53"W	5.48
L14	N45°57'53"E	2.12
L15	N45°57'53"E	22.63
L16	N44°02'07"W	22.63
L17	N44°02'07"W	2.12
L18	N45°57'53"E	2.12
L19	N45°57'53"E	22.63
L20	N44°02'07"W	3.54
L21	N44°02'07"W	21.21
L22	N45°57'53"E	21.21
L23	N45°57'53"E	3.54
L24	N44°02'07"W	3.54
L25	N44°02'07"W	21.21
L26	N45°57'53"E	21.21
L27	N45°57'53"E	3.54
L28	N44°02'07"W	10.61
L29	N44°02'07"W	14.14
L30	S89°02'07"E	9.50

0' 30' 60' 120' 180'

SCALE: 1" = 60'

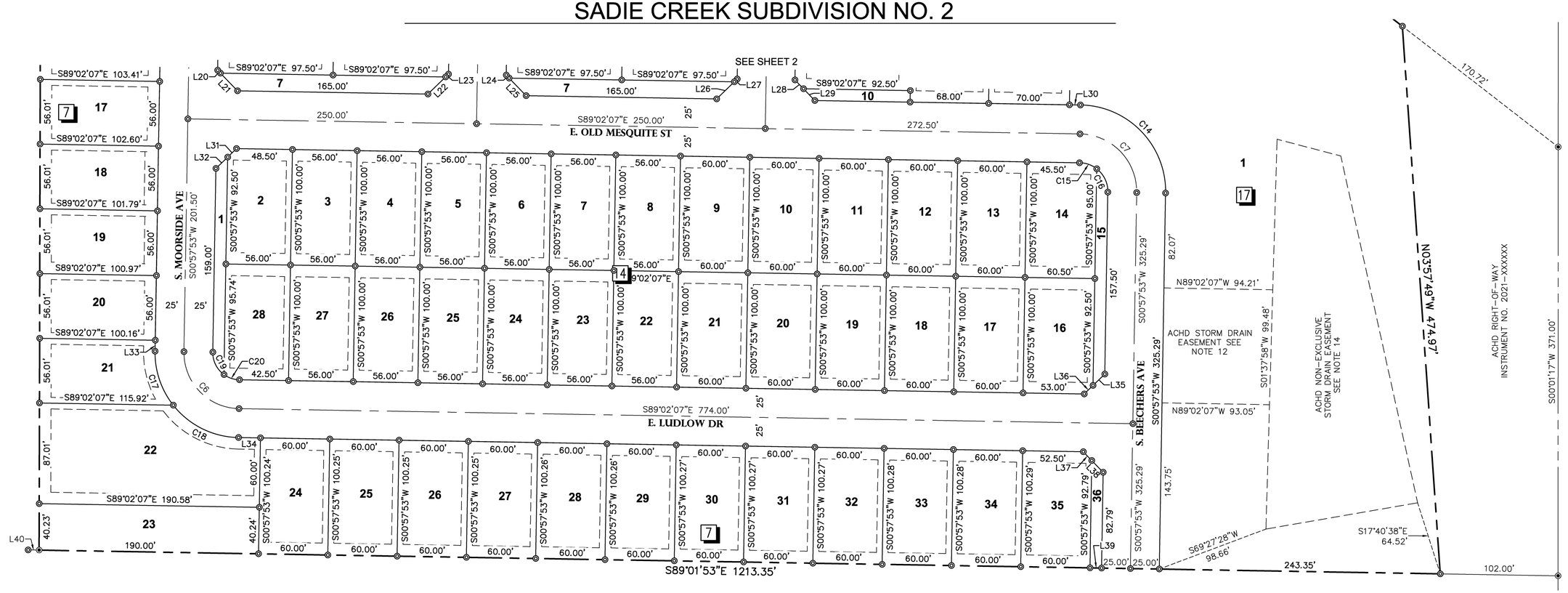
ROB O'MALLEY
IDAHO NO. 13765

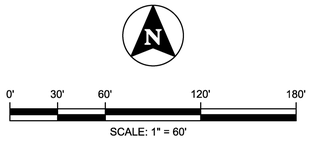
PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

8/11/21

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

SADIE CREEK SUBDIVISION NO. 2





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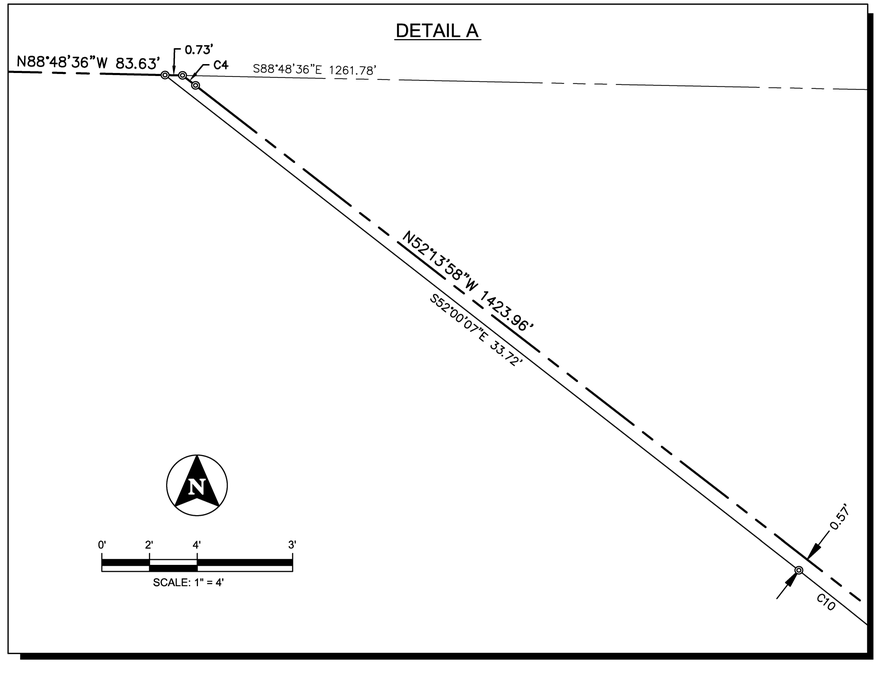


ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

8/11/21

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L40	N89°02'14"W	9.53

PARCEL LINE TABLE		
LINE	BEARING	DISTANCE
L20	N44°02'07"W	3.54
L21	N44°02'07"W	21.21
L22	N45°57'53"E	21.21
L23	N45°57'53"E	3.54
L24	N44°02'07"W	3.54
L25	N44°02'07"W	21.21
L26	N45°57'53"E	21.21
L27	N45°57'53"E	3.54
L28	N44°02'07"W	10.61
L29	N44°02'07"W	14.14
L30	S89°02'07"E	9.50
L31	N45°57'53"E	10.61
L32	N45°57'53"E	14.14
L33	S00°57'53"W	9.50
L34	S89°02'07"E	19.00
L35	N45°57'53"E	14.14
L36	N45°57'53"E	10.61
L37	N44°02'07"W	10.61
L38	N44°02'07"W	14.14

BOUNDARY CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C4	8512.97'	0.69'	0°00'17"	N52°14'06"W	0.69'

CENTERLINE CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C6	48.50'	76.18'	90°00'00"	S44°02'07"E	68.59'
C7	50.00'	78.54'	90°00'00"	S44°02'07"E	70.71'

PARCEL CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C10	225.00'	208.00'	52°58'01"	S25°31'07"E	200.67'
C14	75.00'	117.81'	90°00'00"	N44°02'07"W	106.07'
C15	25.00'	16.09'	36°52'12"	N70°36'01"W	15.81'
C16	25.00'	23.18'	53°07'48"	N25°36'01"W	22.36'
C17	73.50'	50.35'	39°14'46"	S18°39'30"E	49.37'
C18	73.50'	65.11'	50°45'14"	S63°39'30"E	63.00'
C19	23.50'	22.53'	54°56'15"	S26°30'15"E	21.68'
C20	23.50'	14.38'	35°03'45"	S71°30'15"E	14.16'

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

SADIE CREEK SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED.

A PARCEL OF LAND LOCATED IN THE N1/2 OF THE SE1/4 OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH REBAR MARKING THE SOUTHEAST CORNER OF THE NE1/4 OF THE SE1/4 (S1/16), FROM WHICH 5/8 INCH REBAR MARKING THE SOUTHEAST CORNER OF SAID SECTION 13 BEARS S.00°08'50"W., 1323.93 FEET; THENCE ALONG THE SOUTH BOUNDARY OF SAID NE1/4 OF THE SE1/4;

A) N.89°01'53"W., 102.00 FEET TO THE WEST RIGHT-OF-WAY OF SOUTH MERIDIAN ROAD AND THE POINT OF BEGINNING; THENCE CONTINUING,

1) N.89°01'53"W., 1213.35 FEET TO THE SOUTHEAST CORNER OF SADIE CREEK SUBDIVISION NO.1, RECORDED IN BOOK 100 OF PLATS, AT PAGES 12931-12935, RECORDS OF ADA COUNTY, IDAHO, FROM WHICH THE SE1/16 CORNER OF SAID SECTION 25 BEARS, N.89°01'53"W., 9.53 FEET; THENCE ALONG THE EAST BOUNDARY OF SAID SADIE CREEK SUBDIVISION NO.1,

2) N.00°07'53"E., 1301.83 FEET TO THE SOUTHWEST RIGHT-OF-WAY OF E. STAGE COACH WAY AND THE BEGINNING OF A NON-TANGENT CURVE; THENCE,

3) NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 8462.97 FEET, AN ARC LENGTH OF 42.02 FEET, THROUGH A CENTRAL ANGLE OF 00°17'04" AND A LONG CHORD WHICH BEARS N.52°08'40"W., 42.02 FEET TO THE NORTH BOUNDARY OF SAID N1/2 OF THE SE1/4; THENCE ALONG SAID BOUNDARY,

4) S.88°48'36"E., 84.36 FEET TO THE SOUTH RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD AND THE BEGINNING OF A NON-TANGENT CURVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO COURSES:

5) SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 8512.97 FEET, AN ARC LENGTH OF 0.69 FEET, THROUGH A CENTRAL ANGLE OF 00°00'17" AND A LONG CHORD WHICH BEARS S.52°14'06"E., 0.69 FEET; THENCE, TANGENT FROM SAID CURVE,

6) S.52°13'58"E., 1423.96 FEET TO SAID WEST RIGHT-OF-WAY OF SOUTH MERIDIAN ROAD; THENCE, ALONG SAID RIGHT-OF-WAY,

7) S.03°57'49"E., 474.97 FEET TO THE TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS: 25.06 ACRES, MORE OR LESS

IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY HEREBY INCLUDE SAID LAND IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON. ALL LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER SERVICE FROM THE CITY OF KUNA, IDAHO, AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 9TH DAY OF AUGUST, 2021

AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BRENT JOHNSON – VICE PRESIDENT, LAND DEVEOPMENT
AUTHORIZED OFFICER OF AMH DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } S.S.

ON THIS 9TH DAY OF AUGUST, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRENT JOHNSON, VICE PRESIDENT, LAND DEVELOPMENT, KNOWN OR IDENTIFIED TO ME TO BE AN AUTHORIZED OFFICER OF AMH DEVELOPMENT LLC, A LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID COMPANY, AND THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME IN NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES 08-20-2024

NOTARY PUBLIC FOR THE STATE OF ~~CALIFORNIA~~ UTAH

JAMES ZMUDA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 713636
COMM. EXP. 08-20-2024

CERTIFICATE OF SURVEYOR

I, ROB O'MALLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR
LICENSED
8-5-21
13765
STATE OF IDAHO
ROB O'MALLEY

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

SADIE CREEK SUBDIVISION NO. 2

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50 CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITION OF APPROVAL SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL

Lori Badigian REHS — 5.26.2021

REHS CENTRAL DISTRICT HEALTH — DATE

CENTRAL DISTRICT HEALTH ★ ADA COUNTY ★

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE_____ DAY OF _____ ,20____

PRESIDENT – ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY APPROVE THE FOREGOING PLAT

CITY ENGINEER ~ KUNA, IDAHO — DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE_____DAY OF _____ , 20 , THE FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED

CITY CLERK ~ KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS

ADA COUNTY SURVEYOR — DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I C 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY

COUNTY TREASURER — DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
COUNTY OF ADA } SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF_____,AT_____MINUTES PAST____O'CLOCK ____M ON THIS_____DAY OF_____, 20___ IN BOOK_____OF PLATS, AT PAGES_____THROUGH_____AS INSTRUMENT NO _____

DEPUTY — EX OFFICIO RECORDER

Rob O'Malley
ROB O'MALLEY
IDAHO NO 13765

PROFESSIONAL LAND SURVEYOR LICENSED 5/17/21 13765 STATE OF IDAHO ROB O'MALLEY

T-O ENGINEERS
332 N BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE (208) 442-6300 WWW TO-ENGINEERS COM

4f.

City of Kuna
P.O. Box 13
Kuna, ID 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

To:	**Kuna City Council**
File Numbers:	**Sadie Creek Subdivision No. 2** – 09-01-S (Subdivision)
Site location:	1101 S. Meridian Road; between S. Luker Road and S. Meridian Road, ½ mile north of W. King Road. Directly east of Sadie Creek Subdivision No. 1
Planner:	Maranda C. Obray
Hearing date:	**December 1st, 2009**
FoF, CL date:	**December 15th, 2009**
Developer:	Alpha Lending, LLC P. O. Box 140177 Boise, Idaho 83714-0177 208.854.1122 stevev@alphalending.com
Representative:	Bob Unger, ULC Management, LLC 6104 N. Gary Lane Boise, Idaho 83714 208.861.5220 bunger@ulcmanagement.com

Project Summary:
On April 6th, 2006; the Kuna City Council approved the Findings of Fact associated with the two phased Sadie Creek Subdivision preliminary plat. That action initiated the first phase of this subdivision and provided the developer one year to prepare it for final plat acceptance. The action also provided phase two the same one year development time frame to follow the first phase, provided the developer acted with in the prescribed development timeframes. The developer who sought the initial subdivision approval was, Red Cliff Development, who subsequently obtained through foreclosure of the second phase, known as Sadie Creek Number Two, to Alpha Lending, LLC.

Alpha Lending never initiated construction plan approval on Sadie Creek Number Two, within the prescribed timeframes for completion, nor sought final plat approval for that second phase; thus, phase two has expired. Because it expired it needs to be reactivated through a resubmittal process according to the City subdivision requirements, which were recently updated to address the issue of subdivision reactivation.

To reactivate the subdivision, the developer will need to fill out the necessary paperwork; pay the applicable fees and submit for new public hearings. The subdivision application is subject to new or changed conditions.

Sadie Creek Number Two's development infrastructure [to the extent it exists] will need City Engineer, approval. If the new preliminary plat is approved it will be valid for a two year period to afford the developer to prepare for final plat approval, consistent with the provisions of Kuna City Code 6-2-3: J: 1-3.

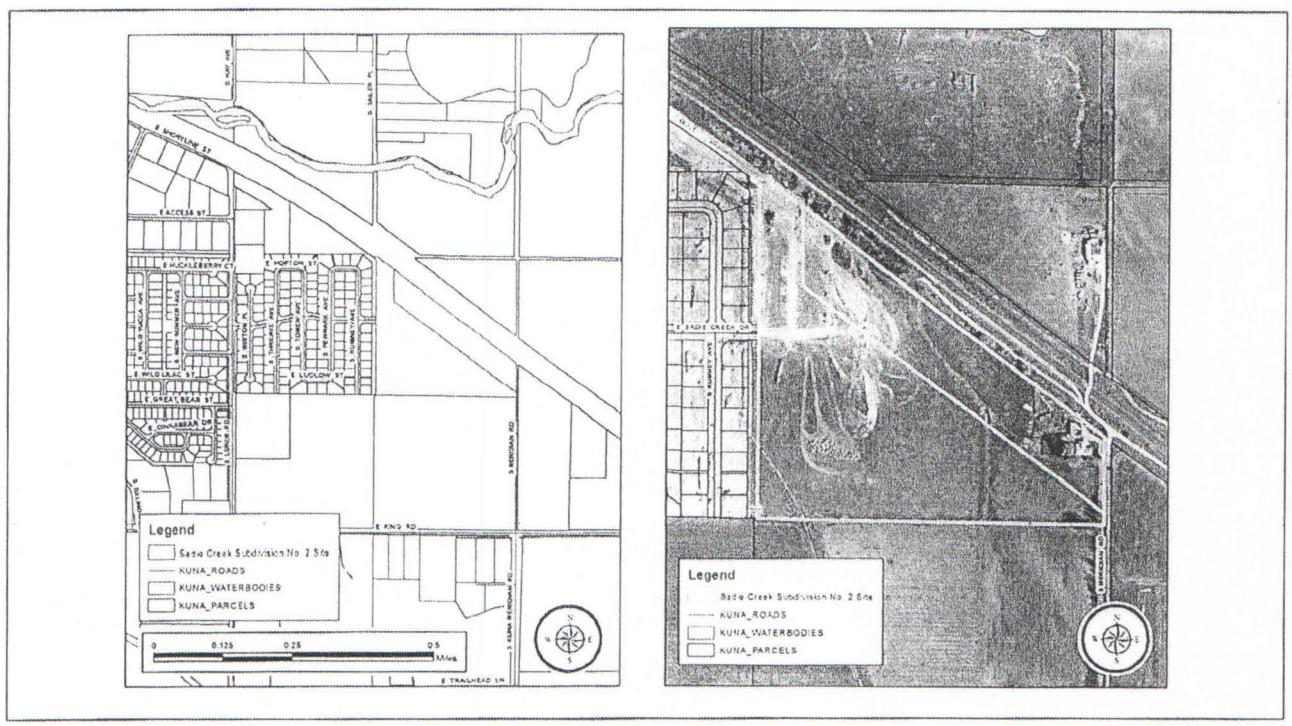
Staff Recommendation:
Based on Staff's review of the resubmitted application, it is determined the application generally complies with Title 6 of the Kuna City Code, and Sections 4.3, 4.4, and 7.0 of the Kuna Comprehensive Plan. Accordingly, staff forwards the preliminary plat application to the Kuna City Council for its review and possible approval.

Commission Recommendation:
On October 28, 2009, the Planning and Zoning Commission voted 3-0 ***recommending approval*** to City Council with the following conditions:

- *Meet all Staff and Government Agency requirements and recommendations.*

Council Decision:
On December 1, 2009, the City Council voted 4-0 ***approving*** file# 09-01-S as presented.

Vicinity Map:



Application Information:

Current Zone:	R-6
Proposed Zone:	R-6 (unchanged)
Total Acres:	approximately 26 acre
Buildable lots:	83
Minimum Structure size	1,600 square feet
Common lots:	8

A. Existing Site Conditions

1. Surrounding land use and zoning:

North	RUT	Rural Urban Transition – Ada County
South	RUT	Rural Urban Transition – Ada County
East	RR A	Rural Residential – Ada County Agriculture – Kuna City

2. Parcel numbers / Location:

S1325417350 / S1325417420
Physical address: 1101 South Meridian Road [located directly east of Sadie Creek Number one off South Luker Road]

3. Comprehensive Future Land Use Map:

The site is identified as Medium Density Residential (4-6 units/acre) on the Comprehensive Future Land Use Map.

4. Property size:

Approximately 26 acres

5. Existing structures:

The site features a farm house and barn with a mailing address of 1101 South Meridian Road. The existing structures are intended to be removed upon commencement of construction of Sadie Creek Subdivision Number Two.

6. Existing Vegetation & Natural Features:

The site exhibits natural vegetation.

B. Procedural Items:

Prior to submittal, the Developer held the required Neighborhood Meeting on August 5, 2009 at 6:30 p.m. The certification indicates that two (2) people attended the meeting.

Received Application	Accepted Application	Gov't Agency Notification	Property owners 300-ft. notification	Legal Hearing publication	Posted public hearing sign
08-13-09	08-25-09	08-25-09	PZ: 10-02-09 CC: 11-13-09	PZ: 09-23-09 CC: 11-11-09	PZ: 10-04-09 CC: 11-21-09

C. Idaho Regulatory Takings Guidelines:

1. Does the regulation or action result in a permanent or temporary physical occupation of private property?
   - *No; the regulation or action does not result in a permanent or temporary physical occupation of private property.*
2. Does the regulation or action require a property owner to dedicate a portion of property or to grant an easement?
   - *Yes; regulations or actions require the property owner to dedicate a portion of property for public purposes and grant easements.*
3. Does the regulation deprive the owner of all economically viable uses of the property?
   - *No; the regulation does not deprive the owner of all economically viable uses of the property.*
4. Does the regulation have a significant impact on the landowner's economic interest?
   - *No; the regulation does not have a significant impact on the landowner's economic interest.*

5. Does the regulation deny a fundamental attribute of ownership?
   - *No; the regulation does not deny a fundamental attribute of ownership.*
6. a. Does the regulation serve the same purpose that would be served by directly prohibiting the use or action; and
   - *No; the regulation does not serve the same purpose that would be served by directly prohibiting the use or action.*

   b. Does the condition imposed substantially advance that purpose?
   - *No; the condition imposed does not substantially advance that purpose.*

Staff Comment:
Staff believes that the conditions and regulations the Developer may be subject to do not fall outside the Idaho Attorney General's Idaho Regulatory Takings Act Guidelines.

D. Site Specific Conditions of Approval:
Subdivision

1. Improvement Standards

1.1: Required Public Improvements (KCC 6-4-2: A-S)
Every subdivider shall be required to install the following public and other improvements in accordance with the conditions and specifications as follows:

A. Monuments: Monuments shall be set in accordance with section §50-1303, Idaho Code.

B. Streets and alleys: all streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council and ACHD.

C. Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector streets. Rolled curbs and gutters and adequate landscape and drainage systems shall be required on standards local streets. All construction shall be in accordance with the standards and specifications adopted by the Council and ACHD.

D. Bicycle / Walking Pathways: Bicycle/walking pathways shall be provided throughout the subdivisions. The pathways may be part of the public right-of-way or located in a separate easement, as may be specified in the adopted bicycle plan.

The Developer shall provide a plan demonstrating adequate pathways through the development.

E. Installation of Public Utilities: Underground utilities are required unless determined not to be feasible by the utility provider. Above ground utilities are subject to appropriate screening procedures.

F. Driveways: All curb cuts shall be as specified by the public works department and ACHD.

G. Storm Drainage: An adequate storm drainage system shall be required in all subdivisions. The requirements for each particular subdivision shall be established by the Council on advice from the City Engineer. Construction shall follow the specifications and procedures established by the City Engineer.

The City Engineer has listed requirements in Exhibit 10.
Boise Project Board of Control has listed requirements in Exhibit 8.
Central District Health Department has listed requirements in Exhibit 9.

H. Public Water Supply and Sewer Systems: All public water supply or sewer systems (serving 2 or more separate premises or households) shall be constructed in accordance with any adopted local plans and specifications. All new public water supply or sewer systems shall be an extension of an existing public system. In the event that the proposed public water supply or sewer system is not an extension of an existing public system, City Council may grant a modification upon a showing of undue hardship because of characteristics of the site and that the request is not in conflict with the public interest.

The City Engineer has listed requirements in Exhibit10.
Section §50-1326, Idaho Code, requires all water and sewer plans to be submitted to the Idaho Department of Environmental and Community Services or its authorized agent for approval.
Central District Health Department has listed requirements in Exhibit 9.

I. Maintenance and Operations of Public Water Supply and Sewer Systems: The subdivider shall provide for a perpetual method of maintenance and operation of the public water supply or sewer system (serving or more separate premises or households) to ensure the continued usefulness of the system.

J. Fire Hydrants and Water Mains: The subdivision shall be constructed with adequate fire protection devices in accordance with the appropriate fire district standards.

Developer shall meet all requirements of the Kuna Rural Fire District.

K. Street Name Signs: Street Name signs shall be installed in the appropriate locations at each street intersection in accordance with City and/or ACHD standards. A fee established by ACHD per street sign shall be paid by the subdivider.

L. Sidewalks and Pedestrian Walkways: Sidewalks shall be required on both sides of the street, unless modified through agreement. Minimum sidewalk width shall be 5-feet. Pedestrian walkways which are not adjacent to a public street shall have ten foot (10') wide easements to include a minimum 5-foot wide paved walk. Sidewalks and crosswalks shall be constructed in accordance with Council's adopted standards.

M. Street Lighting: Streetlights shall be installed at intersections, near all fire hydrants, and where children wait for the school bus. The street lighting shall have a maximum spacing of 250-feet throughout the interior and exterior of the subdivision.

Developer shall follow City's "dark skies" standard.

N. Pressurized Irrigation System: The subdivider shall provide underground conduit for pressurized irrigation water purpose to each lot within the subdivision.

The City Engineer has listed requirements in Exhibit 10.

O. Landscaping: Subdivision entrances shall be landscaped in a manner approved by the Planning and Zoning Commission and Urban Forester in accordance with City standards.

P. Right-of-Way Fencing: A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and a six foot (6') high fence (measured from the crest of the road) that is permanent and maintenance free. Acceptable fencing may be comprised of metal, rock, and vinyl materials. The fence posts must be installed in concrete. No wood fencing is allowed with the exception of park sites. A fence plan must be submitted with the preliminary plat application for approval.

The Developer is required to purchase a fence permit prior to installation.

Q. Piping of Ditches: All irrigation ditches and laterals, excluding major canals and natural waterways located within the development boundaries, shall be tiled. Major canals and natural waterways located within or adjacent to the development boundaries shall be fenced or tiled. Any improvements involving an irrigation district's distribution system shall require the district's written approval.

R. One tree is required to be placed on each lot: a minimum of one live tree per lot shall be planted by the developer (controller). Each tree shall be a minimum two inch (2") caliper.

1.2: Buildable Lots: 83

1.3: Building Code:

1.3.1: The Developer shall meet all the requirements of **KCC 5-3-3** as they relate to R-6 zone. The building heights and setback requirements of the zone are as follows but the dimensions may be further limited through the public hearing process.

1.3.2: Official Height and Area Regulations (KCC 5-3-3)

Kuna City Code has the following building requirements for an R-6 zone:

Maximum Height –	35-feet
Minimum Lot Width –	45-feet
Front setback –	20-feet
Rear setback –	15-feet
Interior side –	5-feet
Street side –	20-feet
Maximum lot coverage –	40%
Minimum lot area per D.U. –	4,500 square-feet

1.4: Building Permits:

1.4.1: At time of building construction, the Developer must acquire a building permit to comply with **KCC 4-1-2**. Developer shall pay permit and plan review fees according to current City Council fee resolution. All permits required under this chapter require the development fee to be paid prior to a permit being issued, unless specified otherwise.

1.4.2: Minimum square footage for single family dwellings shall be 1,600 square feet.

1.4.3: The developer shall provide a minimum one acre park area with approved play ground amenities central to the development. Pathways will be constructed to afford all those with this subdivision phase the opportunity to readily access this park area.

1.5: Comprehensive Plan:

1.5.1: All development shall be consistent with the City of Kuna's Comprehensive Plan. Any flexibility that is granted the Developer shall be consistent with the interest of the City of Kuna and in substantial compliance with the Plan.

1.6: Construction Etiquette:

1.6.1: At time of construction/reconstruction the Developer shall post and maintain a "rules and regulation sign" at the entryways to each phase until it is constructed. The sign(s) would be intended for the subcontractor(s) performing the work and should include: 1)no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction site onto the public street; 7) installation of temporary construction fence that would keep debris from blowing offsite; 8) no burning of construction or other debris on the property

1.6.2: Hours of construction shall be within the hours of 7:00 a.m. to 7:00 p.m.

1.6.3: Dust shall be abated

1.7: Design Review:

1.7.1: Developer agrees to submit a Design Review application for any proposed signage use, subdivision entry/exit location, or common area(s).

1.8: Easements:

1.8.1: Provide public easements for utilities, drainage, and irrigation of sufficient width as determined by the City Engineer and other providers.

1.9: Engineering Calculations / Drawings / Plans / Reports:

1.9.1: The Developer shall obtain a letter from the City Engineer recommending engineering approval of construction drawing, drainage and storm water plans, final plat and lighting plans.

1.9.2: The Developer shall provide the City Engineer with fire flow, water distribution and wastewater calculations and acquire all necessary permits and pay all associated fees. The City Engineer will review the water modeling results.

1.9.3: A geotechnical report (if required) is subject to engineering review and corrections.

1.10: Fencing:

1.10.1: Any fencing that is installed on the site shall be constructed and placed according to the City's Zoning Standards.

1.10.2: The Developer is to provide perimeter fencing which shall match and connect with existing fence(s).

1.10.3: No wood fencing is permitted.

1.11: Federal, State, Local and Special purpose standards:

1.11.1: The Developer shall comply with all applicable federal, state, local and special purpose district standards as they apply to this project.

1.12: Fire:

1.12.1: Fire Hydrants and Water Mains:
Adequate fire protection shall be provided in accordance with the appropriate fire district standards. Developer shall meet any requirements of the Kuna Rural Fire District.

1.12.2: The Kuna Fire District must approve all fire flow requirements.

1.12.3: Internal Circulation:

Developer shall work with the City Engineer, Planning Staff and Fire Department and ACHD to ensure an internal transportation system, to include turning radiuses that are sufficient to scope to accommodate transportation needs. The City / Fire Department minimum turning radius distance is 28-feet.

1.13: Grading Plan:

1.13.1: The Developer shall provide the City a grading plan identifying how the site will be graded and contoured. The grading plan shall be reviewed by the City's Engineer for compliance with City standards.

1.14: Land Use Requirements:

1.14.1: Comply with Kuna City's land use requirements

1.14.2: Uses are limited to those identified in the residential land use table for this zoning.

1.14.3: The Developer shall meet all requirements set forth in the City of Kuna Zoning Ordinance.

1.15: Landscape:

1.15.1: Site improvements shall be subject to the landscape applications noted in the City's landscape ordinance. The landscape plan shall be accompanied by an irrigation plan as all landscaping needs to be supported by a year around water source. The irrigation plan is subject to City Engineer review and approval.

1.15.2: One Tree per Lot:
A minimum of one tree per lot shall be planted by the developer; each tree shall have a minimum of two inch (2") caliper.

1.15.3: The Developer shall prepare a detailed landscape plan using native or suitable plants prior to the submittal of the final plat application. The landscape plan shall call out the method(s) of re-vegetation to the common/open space and periphery areas disturbed during construction activity. Plans shall be reviewed and approved by City forester and Planning staff.

1.16: Maps:

1.16.1: The Developer shall provide a map(s) showing the location of all existing sewer, water mains, culverts, drain pipes, gas and electric conduits, telephone lines and other utilities proposed to service the property. The Developer shall also provide a map(s) showing all easements by use to include roads, driveways, buried or overhead utilities, drainage and other easements.

1.17: Outdoor Lighting:

1.17.1: All outdoor lighting shall be installed to the City's dark skies standards.

1.17.2: On-site lighting shall be designed so it does not shine on the adjoining properties.

1.17.3: Streetlights shall be required to be installed at intersections, near all fire hydrants, and have a maximum spacing of 250-feet throughout the interior and exterior of the subdivision.

1.18: Permits and Applicable Fees:

1.18.1: The Developer shall acquire all permits and pay all applicable fees.

1.19: Pressurized Irrigation:

1.19.1: Compliance with Section §31-3805 of the Idaho Code pertaining to irrigation water is required. Irrigation/Drainage waters shall not be impeded by any construction onsite.

1.19.2: The Developer shall provide the City Engineer an irrigation plan for review and approval. The Developer shall acquire all of the permits and inspections necessary to connect the irrigation system to the City water utility. The irrigation system shall be

constructed to City standards. The Developer shall pay for any offsite improvements necessary to connect into the City's water utility.

1.19.3: The Developer shall install an underground irrigation conduit system to provide pressurized irrigation water to every lot within the subdivision. See City Engineer's letter for additional comments.

1.20: Public Services:

1.20.1: The City Engineer's letter is included in the staff report and attached as Exhibit 10. The letter contains more details regarding servicing this proposed site.

1.21: Roads / Ada County Highway District (ACHD):

1.21.1: Comply with ACHD road improvement requirements. The minimum, local street road width in Kuna shall be ACHD's local street standard featuring a 36-foot of street pavement located in a 50-foot right-of-way. This street standard shall apply in all zoning districts unless modified by agreement.

1.21.2: Comply with Kuna City Code requirements.

1.21.3: Cul-De-Sac Street:

South Penshaw Street will be constructed with a minimum of 50-foot radius and shall not be more than 500-feet in length. As measured from the edge of the intersecting streets centerline.

1.21.4: Stub Street:

South Tonbridge Street stubs to the south to accommodate for future development.

All stub streets shall be constructed as the Internal Street section (36-foot with curb, gutter and sidewalk). No turnaround is required with any of the stub streets due to the fact they are less than 150-feet in length.

1.22: Sanitary Sewer:

1.22.1: The Developer shall connect each lot to the City's sanitary sewer system. The applicant shall provide its sanitary sewer design to the City Engineer for review and corrections. The Developer shall acquire all of the permits and inspections necessary to connect into the City's sewer utility. The sewer system shall be constructed to City utility district standards. The Developer shall pay for any offsite improvements necessary to connect into the City's sewer utility.

1.23: Site Plans:

1.23.1: The overall site plan drawn by RU and dated 07-23-09 shall be considered a binding site plan. If the plan drawings are modified more than five percent (5%) after approval, as determined by the Director, that action would prompt the need for a new neighborhood meeting and public hearings to review and approve the changes.

1.24: Signage:

1.24.1: Any signage placed at the site is subject to the City's design review process. No signs shall be placed on fences, buildings or other structures for advertising or promotion purpose unless approved through the City's design review process.

1.24.2: All site signage and/or monument placement is subject to design review. If site signage or monuments are lighted they must be designed according to the City's outdoor lighting standards.

1.24.3: Fire related signage shall be installed with guidance from the Fire Marshall.

1.24.4: All stub streets shall have signage at the terminus stating: "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

1.25: Sidewalks and Pathways:

1.25.1: Provide 5-foot sidewalks with curb, gutter and storm water conveyances constructed to City standards and placed along both sides of the street.

1.25.2: All sidewalks and paths are to be constructed to City, ADA and ACHD standards.

1.26: Stormwater / Drainage:

1.26.1: Stormwater impacts resultant from the creation of impervious surfaces shall be mitigated in accordance with the City's stormwater management policy. The engineer of record is to provide calculations, which comply with the requirements of the City's stormwater policy. Any offsite discharge will require written approval from the City and other Agencies responsible for receiving the fugitive stormwater.

1.26.2: The Developer shall provide the City Engineer stormwater management plans and a drainage report showing how drainage flows from impervious surfaces will be addressed through surface and subsurface stormwater detention/retention features and retained onsite. Upstream and downstream drainage investigation is recommended to determine the extent of contributing and affected drainage areas and appropriate temporary and permanent drainage structure improvement. The drainage plan shall conform to the City's Drainage Management Guidelines. Stormwater detention/retention facilities will be designed to cover a 100-year storm event, the drainage report shall include an erosion control plan.

1.26.3: The City Engineer must approve a surface drainage runoff plan in accordance with Central District Health Department (CDHD), the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".

1.26.4: Storm Drainage and/or Street Runoff must be retained onsite.

1.26.5: Surface drainage shall be designed so that it minimizes "ponding" issues to lesson mosquito breeding problems.

1.27: Subdivision Standards:

1.27.1: Developer shall comply with Subdivision Regulations according to the provisions of **Kuna City Code Title 6.**

1.28: Trees:

1.28.1: Developer is not to remove any mature trees from the site (if any exist) unless that action is approved by City staff and is in accordance with City Code.

1.28.2: The Developer shall provide a tree replacing strategy to compensate for tree removal that provides no net tree loss. The Developer is encouraged to retain the trees with a six inch (6") or greater caliper. The Developer's tree removal and replanting strategy is subject to the City's arborist's approval. The Developer will need to show tree plantings and method of their planting on the landscape plan. The Developer will need to provide for a variety of trees that are compatible to the area.

1.29: Underground Utilities:

1.29.1: Prior to digging, the Developer / Contractor are responsible to call DIGLINE at 208-342-1585.

1.29.2: If discontinued underground utilities are encountered during construction they shall be removed or abandoned in accordance with federal, state and local agency requirements.

1.29.3: All public utilities shall be placed underground (if possible). A perimeter utility easement of 10-foot (front and back) and 5-foot (sides) width shall be placed around the exterior property boundaries for utility easement purpose unless other arrangements are made with the City's Engineer.

1.29.4: Utilities are to be placed underground unless that action is determined infeasible by the utility provider.

1.29.5: Utilities and other easements shall be recorded with the Ada County Recorders Office, a copy shall be provided to the City.

1.30: Water:

1.30.1: At time of development, the Developer shall connect each lot to City water. The Developer shall provide its potable water design to the City Engineer for review and corrections. The Developer shall acquire all of the permits and inspections necessary to connect into the City's water utility. The water lines, meter locations and waterline valves will need to be reviewed by the City's public works staff and shall be constructed to City standards. Water lines are to be looped through the property. The Developer shall pay for any offsite improvements necessary to connect into the City's water utility.

1.30.2: Water Rights:

Water rights appurtenant to a tract of land subject to annexation shall remain with the land or be dedicated to the City. Water rights for the annexation may not be sold, abandoned, or transferred off the land (except to the City).

1.31: Weeds:

1.31.1: Developer agrees to be responsible for the control and removal of noxious weeks if present on the property until development is complete.

1.32: Zoning:

1.32.1: Developer shall meet all of the underlying requirements of the R-6 (Medium Density Residential) district to include maximum building heights of 35-feet and setback requirements.

2. Services

Fire Protection – Kuna Rural Fire District
Irrigation District – Boise-Kuna Irrigation District
Library District – Kuna Library District
Police District – Kuna Police Department District
Power District – Idaho Power Company District
School District – Kuna School District
Sewer District – Kuna Municipal Services
Water District – Kuna Municipal Services

3. Government Agencies:

3.1: Ada County Highway District (ACHD) – *Kristy Scovill, Planner*

Site Specific Conditions of Approval

1. *Dedicate 25-feet of right-of-way from the existing centerline for Meridian Road abutting the site. Widen Meridian Road abutting the site to ½ of a 36-foot street section with curb, gutter, and 5-foot concrete sidewalk.*
2. *The applicant will be required to construct one of the following:*

a.) Construct a turnaround at the terminus of Meridian road adjacent to the railroad tracks. Coordinate the design of the turnaround with District Development Review staff.

b.) Extend Tunstead Street out to Meridian Road in lieu of constructing a turnaround at the terminus of Meridian Road adjacent to the railroad tracks.

3. *Construct Shortline Drive as a 36-foot street section with vertical curb, gutter, and a 7-foot attached (or 5-foot detached) concrete sidewalk along the south side of the roadway, and vertical curb, gutter and a barrow ditch on the north side of the*

roadway. The applicant will be required to dedicate 50-feet of right-of-way for the roadway east of where the current right-of-way exists.

4. *Construct Sadie Creek Drive as a residential collector with 10-foot wide center islands, 21-foot street sections on each side of the landscape island, and vertical curb, gutter and 5-foot wide attached sidewalk from the existing stub to the Tonbridge Street intersection. Unless otherwise noted, parking should be prohibited on Sadie Creek Drive. Coordinate the signage Program with District staff.*
5. *All landscape islands/medians along Sadie Creek Drive shall be owned and maintained by a homeowners association and noted on the final plat. Coordinate the island design with Development Review staff.*
6. *Construct all internal local streets as 36-foot street sections with vertical curb, gutter, and 5-foot wide attached concrete sidewalks within 50-feet of right-of-way, as proposed.*
7. *Construction Tonbridge Street as a stub street to the south property boundary located approximately 654-feet west of the east property boundary, and extending approximately 110-feet south from the nearest intersection. Provide temporary turnarounds at the terminus of Tonbridge Street as well as installing a sign that states, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."*
8. *Provide traffic calming on S. Tonbridge Street. Coordinate with District Traffic Services staff to provide traffic calming on this roadway.*
9. *Enter into a license agreement for any landscaping located within ACHD right-of-way abutting the site.*
10. *Other than the access specifically approved with this application, direct lot access is prohibited to Shortline Drive, Sadie Creek Drive, and Meridian Road and shall be noted on the final plat.*
11. *Comply with all Standard Conditions of Approval.*

Standard Conditions of Approval

1. *Any existing irrigation facilities shall be relocated outside of the right-of-way.*
2. *Private sewer or water systems are prohibited from being located within any ACHD roadway or right-of-way.*
3. *All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.*
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. *Comply with the District's Tree Planter Width Policy.*
6. *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 387-6250 (with file numbers) for details.*
7. *All design and construction shall be in accordance with the Ada County highway District Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Ordinances unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.*
8. *The applicant shall submit revised plans for staff approval, prior to issuance of building permit (or other required permits), which incorporates any required design changes.*
9. *construction, use and property development shall be in conformance with all applicable requirements of the Ada County Highway District prior to District approval for occupancy.*

10. *Payment of applicable road impact fees are required prior to building construction. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.*
11. *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.*
12. *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 the Ada County Highway District. The burden shall be upon the applicant to obtain written confirmation of any change from the Ada County Highway District.*
13. *Any change by the applicant in the planned use of the property which is the subject to this application, shall require the applicant to comply with all rules, regulations, ordinances, plans, or other regulatory and legal restrictions in force at the time the applicant or its successors in interest advises the Highway District of its intent to change the planned use of the subject property unless a waiver/variance of said requirements or other legal relief is granted pursuant to the law in effect at the time the change in use is sought.*

Conclusions of Law

1. *The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfies.*
2. *ACHD requirements are intended to assure that the proposed use/development will not place any undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.*

See Exhibit 14 – Revised Preliminary Plat

3.2: Ada County Assessor: no response

3.3: Boise-Kuna Irrigation District – *Lauren Boehlke, Sec. Treasurer*

I have received your Agency Transmittal on the above mentioned project. This property does have a valid water right under Boise-Kuna Irrigation District in the amount of 21.97 acres. The account is delinquent and owing for 2008 Fall & 2009 Spring. We ask that be fore you approve this Preliminary Plat that the account must be paid current. The Boise Project Board of Control will not sign off on any accounts not paid. Also, it is the City planning on annexing this water right?

3.4: Boise Project Board of Control (BPBC) – *Tim Page*

The United States' South Railroad Lateral 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 this federal easement20 feet each way of the lateral's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should take place within this easement.

Fencing (as may be required) must be constructed just off the canal easement. Whereas these easements are 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) within its easements, as this will certainly increase our cost of maintenance.

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.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the BPBC facilities after March 15th of each year. However, on a case by case, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15th if reviewed and approved by the Boise Project.

Storm Drainage and/or street runoff must be retained on site.

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

Whereas, this property lies within the Boise-Kuna Irrigation District, the Boise Project Board of Control will require the landowner to provide written confirmation form the irrigation district as to who is going to own and operate the pressured irrigation system. If owned by the district the system must be built according to the Boise Project and the Boise-Kuna Irrigation District design standards and standard specifications.

Wording on the preliminary and final recorded plat needs to be noted that this development must adhere to Idaho Statutes, Title §42-1209.

The Preliminary Plat that was provided with the Agency Transmittal does not illustrate the correct location of the South Railroad Lateral; however, Bob Unger, ULC Management has provided an 8 ½" x 11" revised plat to BPBC which, appears to show the appropriate location of the lateral. This would be the one that would appear to be acceptable to the Project. The Boise Project requests a full sized set of the revised plans for our review and recommended approval.

See Exhibit 14 – Revised Preliminary Plat

3.5: Central District Health Department (CDHD)

After written approval form appropriate entities are submitted, we can approve this proposal for: central sewage, central water.

The following plan(s) must be submitted to and approved by the Department of Environmental Quality: central sewage, central water.

Runoff is not to create a mosquito breeding problem.

3.6: City Engineer – *Gordon Law*

The City Engineer has reviewed the application and related land-use actions request of the above applicant dated August 25, 2009. The applicant gas previously submitted and been approved for a Preliminary Plat for the same site but the approval expired after final platting of Sadie Creek Subdivision No. 1. Further, the improvements associated with Sadie Creek No. 1 have bearing on design and requirements for Sadie Creek No. 2. Accordingly, the City Engineer provides the following comments:

1. Sanitary Sewer System

a.) The City has sufficient sewer treatment capacity to accommodate this proposal. This site was included in the Local Improvement District funding the construction of the city's new treatment plant and has reserved EDU connections.

b.) When connecting to the sewer system, the applicant will need to conform to the new sewer reimbursement policy (Resolution R3-2007) and any relevant connection

fees. It appears the property lies within the Ten Mile Lift Station sewer shed. With the inclusion of this development, the Ten Mile Lift Station has sufficient capacity to serve all connected properties and all committed (but unconnected) properties with 520 additional connections uncommitted. The closest point of connection is in Sadie Creek Drive at the entrance to this site. Specific recommendations of note are as follows:

1. *It is recommended this application be conditioned to required connection the City sewer system at the time of new development.*
2. *It is recommended this application be conditioned to conform to the sewer master plan, namely by connecting to the intended sewer main.*
3. *It is recommended this application be conditioned to require extension of sewer main stubs and services to adjacent properties in connection with new development on the property to avoid isolating any property from service.*
4. *It is recommended this application be conditioned to require redundancy of water source is provided to, and within, the development site at locations where connected load exceeds twenty-five equivalent dwelling units (25 EDU). As presently configured, the submitted plan shows 83 lots wit a single source of supply and no redundancy. Connecting Dewhurst to Tunstead with a looped water line would solve part of the redundancy issue. A second connection into Sadie Creek No. 1 (perhaps in Shortline Drive) would solve another part.*
5. *As a comparatively small parcel, it is not recommended a well site for potable water is set aside in this project.*

c.) the current sewer treatment connection fee is $4,326 and sewer interceptor fee is $829 per equivalent dwelling unit and other fees as outlined in Resolution R25-2009 or its successors.

d.) For assistance in locating existing facilities and understanding issues associated with the Master Plan and connection, please contact the City Engineer at City Hall.

2. Potable Water System

a.) Water supply capacity is available for this site upon payment of appropriate fees.

b.) When connecting to the water system, the applicant will need to conform to the new water reimbursement policy (Resolution R4-2007) and any relevant connection fees. The closest point of connection is Sadie Creek Drive at the entrance to this site. Specific recommendations of note are as follows:

1. *It is recommended this application be conditioned to require connection to the City water system at the time of new development.*
2. *It is recommenced this application be conditioned to conform to the water master plan namely by connecting to the intended water main. Constructing a 12" main in Kuna- Meridian Hwy extended is a Master Plan requirement.*
3. *It is recommended this application be conditioned to require extension of water mans across street frontage and main stubs and services to adjacent properties to avoid isolating any property from service and ultimately to increase redundancy of supply to this project in connection with new development.*
4. *It is recommended this application be conditioned to require redundancy of water source is provided to, and within, the development site at locations where connected load exceeds twenty-five equivalent dwelling units (25 EDU). As presently configured, the submitted plan shows 83 lots with a single source of supply and no redundancy.. Connecting Dewhurst to Tunstead with a looped water line would solve part of the redundancy issue. A second connection into Sadie Creek No. 1 (perhaps in Shortline Drive) would solve another part.*

5.) As a comparatively small parcel, it is not recommended a well site for potable water is set aside in this project.

c.) The current water connection fee is $1,085 for supply per equivalent dwelling unit, $1,173 for mains and other fees as outlined in Resolution R26-2008 or its successors.

d.) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of any new development. Providing 1000 gpm to any lot during peak hour demand is a minimum requirement.

e.) For assistance in locating existing facilities and understanding issues associated with connection, please contact the City Engineer at City Hall.

f.) Please verify there is adequate separation between potable water service lines and all non-potable water lines (storm drains, sewer services, etc.)

3. Pressure Irrigation

a.) Pressure Irrigation capacity is available for this site upon payment of appropriate fees.

b.) When connecting to the pressure irrigation system, the applicant will need to conform to the new pressure irrigation reimbursement policy (Resolution R2-2007) and any relevant connection fees. Specific recommendations of note are as follows:

1.) It is recommended the applicant is required to connect to the Municipal Irrigation System at the time of new development.
2.) It is recommended the applicant is required to not use public potable water for irrigation purposes.
3.) It is recommended the applicant is required to conform to the adopted City Irrigation Master Plan and the defined major pressure main grid and pipe sizes for this area in connection with new development. A 12" trunk line adjacent to the railroad right-of-way and in the Kuna-Meridian Hwy extended frontage appears to be shown on application submittals and is consistent with requirements. It is noted the cost for the trunk line extension, over-sized or off-site, is eligible for reimbursement over a ten-year period consistent with City policies.
4.) To facilitate irrigation supply to the site, adopted city standards require a 6-inch boundary loop along the south boundary of the site and such additional internal 4-inch loops needed for distribution and consistent with City standards.
5.) A minimum of two ties to existing irrigation trunk lines are required.
6.) It is recommended this application be conditioned to require extension of pressure irrigation main stubs and/or services to adjacent properties to avoid isolating any property from service and ultimately to increase redundancy fo supply t this project in connection with subsequent development.

c.) The current Pressure Irrigation connection fee is $900 for supply and $620 for mains per equivalent dwelling unit and other fees as outlined in Resolution R3-2009 or its successors.

d.) Ten foot easements for irrigation lines on private property are required consistent with the approved alignments of facilities. All ditch and drainage easements are also required to be shown.

e.) it is not recommended this development reserve a site for a regional pressure irrigation booster station and pond for purchase and development by the City Irrigation System.

f.) It is recommended approval of the development constitute an automatic petition at the time of new development for inclusion in he municipal irrigation system and agreement to the poling of water rights for billing purposes.

4. Grading, Gravity Irrigation, Storm Drainage

a) Runoff from public right-of-way is regulated by ACHD. Plans are required to conform to ACHD standards.
b.) The City is now requiring with every new development, a documentation map that illustrates the surface and sub-surface water irrigation supply as well as drainage ways that exist in and around the proposed development to be submitted with construction plans. The map must include 2-foot contours, a layout and essential features of existing irrigation ditches, drainage ditches and pipelines within and adjacent to the proposed development. Open and piped facilities should be noted. The map should include any proposed changes to the systems.
c.) The application shows a conflict between five proposed lots and portions of street right-of-way and an existing irrigation facility. This must be resolved to the satisfaction of the irrigation district and the City of Kuna before the approval of construction plans.
d.) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of stormwater in excess of historical rates or conditions or disposal at locations different than provided historically, approval of the operating entity is required.

5. General

a.) With the addition of this property into the corporate limits of Kuna and its potential connection to water and irrigation services, this property will be placing demand not only on constructed facilities but on water rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City any conveyable water rights by deed and "Change of Ownership: form from IDWR. The domestic water right held in trust by the irrigation district is also not conveyable.
b.) Plan approvals and license agreements in connection with new development from any affected irrigation District will be required.
c.) The application provides for 10' wide easement on street frontage, 10' wide easements on subdivision boundaries and 5' wide easements each side of interior property lines. These are acceptable except the City requires a 10' wide easement on interior property lines to the property side with an irrigation pipeline. Easements for sewer and water mains not in right-of-way will be determined individually according to City needs for construction, operation and maintenance.
d.) The City reserves the right of prior approval to all agreements involving the application (or its successors) and the irrigation or drainage district related to the property of this application.
e.) Verify that existing and proposed elevations match sufficiently at property boundaries to not impose a slope burden on adjacent properties.
f.) State the vertical datum used for elevations.
g.) Provide engineering certification on all final engineering drawings.
h.) Please note that park space provided in this application is substantially different than approved in the earlier application.

6. Inspection Fees

*An inspection fee will be required for any **public** water, sewer and irrigation construction work associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is $100 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's scheduling of a pre-construction conference.*

*7. **Right-of-Way***

Sufficient full and half right-of-way on section and quarter lines for arterial and collector streets shall be provided and developed pursuant to City and ACHD standards.

a.) In this instance, the site fronts on one classified street (S. Kuna-Meridian Road) and providing of deeded right-of-way to the extent of the frontage on those streets is recommended as a requirement. It is the City Engineer's opinion that the existing significance of Highway 69, the future significance of Kuna-Mora Road, and the need for a substantial connection between the two, strongly suggests the advisability of preserving S. Kuna-Meridian Road as an arterial.

b.) The application shows an internal street loop placed adjacent to , and parallel with, s. Kuna-Meridian Road – and with no connection to S. Kuna-Meridian Road. The City Engineer recommends re-configuring the street layout to provide a direct connection to the future arterial and eliminate the double right-of-way.

c.) The City Engineer asks that note be taken that comments 2.b.4 and 4c above also affect right-of-way configuration.

d.) It is recommended new approaches onto local, section line and quarter line streets comply with ACHD approach policies and generally are as far as practical from intersections.

*8. **As-Built Drawings***

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 is granted.

*9. **Property Description***

a.) A metes and bounds description prepared by a licensed surveyor is required of the applicant.

3.7: **DEQ – *Tiffany Floyd, Assistant Regional Administrator***
Due to the size of document, please refer to Exhibit 19.

3.8: **Kuna Rural Fire District – *Jon Tillman, Assistant Fire Chief***

Fire Hydrant spacing will need to be adjusted as follows to provide proper spacing.
Block 6, Lot 3, move to N.W. corner of Lot 4.
Block 8, Lot 1, move to Block 3, N. W. corner of Lot 17.
Block 8, Lot 7&8, move to Lot 9.
Block 10, Lot 1&8, move to S. W. corner of Lot 1.
Block 10, Lot 3&&4, move to N.E. corner of Lot 5.

3.9: **Idaho Transportation Department (ITD)** – *no response*

E. Exhibits

Exhibit 1	Staff Report – 12-01-09
Exhibit 2	Commission & Council Review Application – 08-13-09
Exhibit 3	Applicant's letter of intent – 08-08-09
Exhibit 4	Vicinity Map
Exhibit 5	Ada County Street Name Evaluation – dated 05-24-07
Exhibit 6	Ada County Highway District (ACHD) – dated 09-15-09
Exhibit 7	Boise Project Board of Control (BPBC) – dated 09-11-09
Exhibit 8	Boise-Kuna Irrigation District – dated 08-28-09
Exhibit 9	Central District Health Department – dated 09-08-09
Exhibit 10	City Engineer Letter – dated 09-10-09
Exhibit 11	Kuna Rural Fire District – dated 10-05-09
Exhibit 12	Letter from Bob Perry – dated 10-06-09

Exhibit 13	Letter Idaho Mutual Trust – dated 10-06-09
Exhibit 14	2006 City Council Findings of Fact, Conclusions of Law – dated 03-21-06
Exhibit 15	11" x 17" Landscape Plan
Exhibit 16	11" x 17" Revised Preliminary Plat – reflecting requirements of BPBC and ACHD – stamped received 09-15-09
Exhibit 17	Large Preliminary plat
Exhibit 18	Large Landscape plan
Exhibit 19	Department of Environmental Quality – dated 10-06-09
Exhibit 20	Commission Findings of Fact, Conclusions of Law – dated 10-30-09 and signed 11-18-09

F. Findings of Fact:
In reviewing the preliminary plat the decision-body shall make the following findings:

1. **With regard to existing site conditions, the Commission/Council finds the following:**
The zone designation "R-6" City of Kuna Medium Residential can be made compatible with the adjoining parcels through mitigation.

North: Property is zoned "RUT" (Rural Urban Transition – Ada County)
South: Property is zoned "RUT" (Rural Urban Transition – Ada County)
East: Properties are zoned "RR" (Rural Residential – Ada County) & "A" (Agriculture – Kuna City)
West: Property is zoned "R-6" (Medium Density Residential – Kuna City)

2. **With regard to procedural items, the Commission/Council finds the following:**
All required procedural items have been completed as shown above in the staff report.

3. **With regard to the Kuna City Code Preliminary Plat Purpose (KCC 6-2-3), the Commission/Council finds the following:**
   - **The plat is in conformance with Kuna Comprehensive Plan;**
   The proposed plat complies with Section 4.3, 4.4, and 4.6.
   - **Public Services are available or can be made available and are adequate to accommodate the proposed development;**
   Staff finds that public services are available or will become available to accommodate the proposed development. The City Engineer's letter is included as an exhibit in this report and contains more detail regarding servicing this proposed site.
   - **The plat is in conformance with scheduled public improvements in accord with the City's Capital Improvement Plan program;**
   Because the Developer is installing sewer, water, and utilities at their cost, Staff finds that the subdivision will have minimal capital improvement fund expenditure.
   - **There is public financial commitment capability from supporting services for the proposed development;**
   Staff recommends the Commission and Council rely upon comments from the public service providers (i.e., police, fire, ACHD, etc.) to determine this finding. See comments in attached Exhibits.
   - **The development will not be detrimental to the public health, safety or general welfare; and**
   Staff is not aware of any health, safety or environmental problems associated with the development of this subdivision that should be brought to the Council or Commission's attention. ACHD considers road safety issues in their analysis. The

Commission and Council should reference any public testimony that may be presented to determine whether or not the proposed subdivision may cause health, safety, or environmental problems of which Staff is unaware.

G. Conclusions of Law

- The proposed plat is consistent with applicable general and specific plans as specified in Kuna City Code or the Comprehensive Plan.
- The site is physically suitable for this type of development.
- The site is physically suitable for the proposed density of the development.
- The design of the preliminary plat and proposed improvements is unlikely to cause environment damage or avoidable injury to wildlife or their habitat.
- The design of the preliminary plat or the types of improvements is unlikely to cause public health problems.
- The design of the preliminary plat or the types of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
- The underlying zoning requirements and applicable regulations are met.
- The proposed uses are not detrimental to the present and potential surrounding uses, not are they detrimental to the health, safety and general welfare of the public and taking into account the physical features of the site, public facilities, and existing adjacent developments and uses.
- The density of the preliminary plat, considered as a whole, is in substantial conformity with the density of the underlying zone.
- The preliminary plat meets the general objectives of the Kuna Comprehensive Plan.
- Existing and proposed streets and utility services are suitable and adequate to the proposed development.

H. Standard Conditions of Approval

The following list details the tasks (in order) that the Developer and/or owner must complete before the approval of the Sadie Creek No. 2 Subdivision will be considered final. The Developer has two year from the Council's written decision to complete the aforementioned tasks and submit for a final plat, unless a time extension is requested prior to the termination of the two year timeframe.

1. The Developer and/or owner shall obtain written plat approval of the plat from the agencies noted below. The approval may be on agency letterhead referring to the approved use or may be written / stamped upon a copy of the approved plat. Site improvements are prohibited prior to these agencies approval:

   a) The City Engineer must approve the sewer hook-up.

   b) The Kuna Fire District must approve all fire flow requirements and/or building plans.

   c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.

   d) The City Engineer must approve a surface drainage run-off plan in accordance with Central District Health Department requirements; the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".

2. The final plat shall be meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.

3. The final plat shall be in substantial conformance with the approved preliminary plat, as determined by the Director.

4. Prior to approval by the Kuna City Council, the plat shall contain the following certificates and/or endorsements:

   a) signature of the owner(s),

   b) certificate of the plat surveyor,

   c) certificate of the County Surveyor,

   d) endorsement of the Central District Health Department,

   e) endorsement of the Ada County Highway District

5. The following statements shall appear on the face of the final plat:

   a) This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: "No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it."

   b) Any re-subdivision of this plat shall comply with the applicable regulations in effect at the time of the re-subdivision and may require a further amending of the development agreement.

   c) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and the condition's of this staff report.

6. No building permits will be issued until the final plat is recorded through the County Recorder's Office and parcel numbers have been issued by the County Assessor's Office.

7. All public rights-of-way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 208-387-6100.

8. 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 (if possible).

9. Compliance with Section §31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.

10. Installation of fire protection facilities as specifically required by the Kuna Fire District is required.

11. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. The noted easements shall have a minimum width of ten feet (10').

12. All compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by the Developer's file numbers.

13. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.

14. Pressurized irrigation shall be provided to each lot; the City Engineer must approve an irrigation plan prior to submitting the final plat for approval.

15. The development's lighting shall comply with the Kuna City Code and conform to "dark skies" application.

16. The Developer shall provide a minimum two inch (2") caliper tree to each lot.

17. All financial agreements shall comply with the Kuna City Code, as determined by the City Engineer.

18. The Developer shall provide bus staging areas for the children in consultation with the City and the Kuna School District. The sites shall be visible, lighted and accommodate transportation provider.

I. Applicable Legal Standards

1. City of Kuna Building Code Regulation Ordinance No. 2006-105A, as amended.
2. City of Kuna Zoning Ordinance No. 230, as amended.
3. City of Kuna Comprehensive Plan, as amended.
4. City of Kuna Subdivision Ordinance 231, as amended.
5. City of Kuna, Title 67, Chapter 65, Local Planning Act.

J. SCOTT DOWDY, MAYOR
KUNA CITY COUNCIL

ATTEST:

Lynda Burgess

LYNDA BURGESS, CITY CLERK
KUNA CITY HALL

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

City of Kuna
751 W 4th St
P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
www.kunacity.id.gov

PLANNING AND ZONING ADMINISTRATOR ORDER OF DECISION
REINSTATEMENT OF PRELIMINARY PLAT
Kuna City Code Section 6-2-3 J.9

Sadie Creek No. 2 Subdivision
Case No. 09-01-S
Subdivider: IAG Development Services (Lasher Enterprises – ULC Management)

The Subdivider, having filed an application and paid the application fee, pursuant to Kuna City Code ("KCC") KCC Section 6-2-3 J.9a, with the City of Kuna Planning and Zoning Department on the form provided for the Reinstatement of the **Sadie Creek No. 2 Subdivision** Case No. 09-01-S and the Planning and Zoning Administrator, having reviewed and considered the Application and the record of Case No. 09-01-S preliminary plat approval, and being fully advised in the premises, does hereby make the following Findings and Order of Decision, to-wit:

PART 1 - FINDINGS:

1.1 IAG Sadie Creek, LLC, located at 800 West Main Street, Ste 1460, Boise, ID 83702, as agent for THL Holdings, LLC, Subdivider (the "Applicant") filed on October 29, 2019, an application and paid the application fee, pursuant to KCC Section 6-2-3 J.9a, (the "Reinstatement Application") with the City of Kuna Planning and Zoning Department on the form provided for the Reinstatement of the Sadie Creek Subdivision No. 2 Case No. 09-01-S (the "Sadie Creek Subdivision No. 2").

1.2 The Subdivider is the owner of the lands for Sadie Creek Subdivision No. 2.

1.3 Sadie Creek No. 2 Subdivision was approved for a preliminary plat on December 1, 2009. The approval was predicated on participating in the City of Kuna Local Improvement District No. 2006-1 (the "LID").

1.4 Alpha Mortgage Fund 1, the previous property owner of Sadie Creek Subdivision No. 2, submitted payment to Key Bank in full on or before March 18, 2013 for 83 EDUs for the Sadie Creek Subdivision No. 2 LID obligation.

1.5 Alpha Mortgage Fund 1, the previous property owner of Sadie Creek Subdivision No. 2, satisfied the Sadie Creek Subdivision No. 2 LID obligation and conditions of the Kuna City Council as demonstrated the City Council approving the RELEASE OF LIEN dated March 18, 2013 and entitled "NOTICE OF RELEASE OF LIEN OF KUNA CITY ORDINANCE 2010-03."

1.6 There are no outstanding fee balances in regards to the Application owed to the City of Kuna by the Subdivider.

1.7 The Applicant filed an updated preliminary plat in October 2019 which does not need any revisions as it is in general compliance with all current rules and regulations of the City of Kuna that have been adopted since the preliminary plat was initially approved. The Sadie Creek Subdivision No. 2 preliminary plat does not require any significant changes from the original submittal in 2009 and generally complies with Kuna City Code.

1.8 The City Council has not adopted any ordinance or regulation since the original Sadie Creek Subdivision No. 2 preliminary plat was approved.

1.9 KCC Section 6-2-3 J.9 provides for the reinstatement of preliminary plats that have expired and the Subdivider has commenced construction.

1.10 KCC Section 5-1-6 defines commencement of construction as follows:

> *COMMENCEMENT OF CONSTRUCTION: The construction of the first permanent structure on a site as approved or off-site improvements intended to primarily benefit said site. On-site improvements include such things as: the pouring of slab or footings, the installation of pilings, the construction of columns or any other work beyond excavation. Off-site improvements include such things as: installing major infrastructure improvements, payment of prepaid sewer hookup or LID EDUs, sewer lines, water lines, pressurized irrigation lines, well stations, lift stations, pump stations, roads, and other utilities intended to serve the site. Permanent construction does not include land preparation, such as clearing, grading, and filling or excavation for a basement, footings, piers, or foundations or the erection of temporary forms.*

1.11 No additional information is required or deemed necessary at this time.

1.12 There is good cause, as herein found, and as the Planning and Zoning Director for the City of Kuna pursuant to KCC Section 6-2-3 J.9, I have jurisdiction and authority to grant the Application and Reinstatement of the Sadie Creek Subdivision No. 2 preliminary plat.

1.13 It is reasonable to include, as a condition of a decision of approval of the Application and Reinstatement of the Preliminary Plan of the Sadie Creek Subdivision No. 2 that a final plat shall be submitted by the Applicant, approved by the City Council, and recorded within two years of the date of this Order of Decision.

PART 2 - ORDER OF DECISION REINSTATEMENT OF PRELIMINARY PLAT

Based upon the above and foregoing Findings and good cause appearing from the record, IT IS HEREBY ORDERED AND THIS DOES ORDER THAT:

2.1 The Preliminary Plat approval of Sadie Creek No. 2 Subdivision Case No. 09-01-S is reinstated subject to the condition that the Applicant must submit a final plat which is approved by the City Council and recorded within two (2) years of the date of this Order of Decision.

PART 3 - Notice to Applicant

3.1 Please take notice that pursuant to KCC Section 6-2-3 J.9 of my decision in this matter is appealable to the City Council.

City of Kuna:

Howell

Wendy I. Howell
Planning and Zoning Director

11/27/19

Date

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the 27 day of Nov., 2019, a true and correct copy of the above and foregoing instrument was served upon the following by the method indicated below:

IAG Sadie Creek, LLC
800 West Main Street, Ste 1460
Boise, ID 83702

☒ U.S. Mail
☐ Overnight Mail
☐ Hand Delivery
☐ Facsimile

Planning and Zoning Director
City of Kuna

ORIGINAL APPROVED LAYOUT

PRELIMINARY PLAT SHOWING

SADIE CREEK SUBDIVISION NO. 2

A SUBDIVISION
LOCATED IN THE NW 1/4 OF SECTION 25,
T.2N., R.1W., B.M.
ADA COUNTY, IDAHO
2019

1" = 80'

T. NICHOLSON

PHASE I PHASE II

S 89°25'03" E
84.36' C-2

SOUTH LATERAL

CITY PARK AREA
.77 ACRES

BERM

E. SHORTLINE STREET

COMMON

UNION PACIFIC R x R ROW

S 52°50'08" E

CITY PARK AREA
5.45 ACRES

1594.71'

E. SADIE CREEK DRIVE

BLK 16

S. RUMNEY STREET

S. NEVERN STREET

S. PERTHSHIRE STREET

S. TONBRIDGE STREET

S. PENSHAW STREET

PATH

PLAYGROUND

SHELTER

BATH

E. DEWHURST STREET

45.41'
38.58'
54.48'
71.60'
53.65'
86'

SOUTH LATERAL

N 89°37'41" W 1325.10'

S. KUNA MERIDIAN ROAD S 00°34'42" E 370.89'

PHASE I PHASE II

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- SIDEWALK
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT
- 8" EXISTING SEWER
- 8" SEWER
- 8" EXISTING WATER
- 8" WATER
- 4" PRESSURE IRRIGATION
- LIGHT
- FIRE HYDRANT
- 1 LOT NUMBER

DEVELOPER
IAG DEVELOPMENT SERVICES

CONTACT
BOB UNGER
ULC MANAGEMENT, LLC
6104 N. GARY LANE
BOISE, IDAHO 83714
(208) 861-5220

ACREAGE
26.00 ACRES

LOTS
83 SINGLE FAMILY
16 COMMON
2 CITY PARK

ZONING
EXISTING R-6
PROPOSED R-6

SETBACKS R-6 ZONE
FRONT 20'
REAR 15'
SIDE 5'/STORY
STREET SIDE 15'

CITY
KUNA

SEWAGE DISPOSAL
CITY OF KUNA

WATER SUPPLY
CITY OF KUNA

FIRE DISTRICT
KUNA

SCHOOL DISTRICT
KUNA

IRRIGATION DISTRICT
KUNA

NOTES:

1) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANAENT PUBLIC UTILITIES, PROPERTY DRAINAGE, IRRIGATION AND BOISE CITY STREET LIGHT EASEMENT.

2) THIS SUBDIVSION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.

3) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

4) EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE IRRIGATION AND PROPERTY DRAINAGE EASEMENT.

5) A TEN (10) FOOT WIDE PROPERTY DRAINAGE, IRRIGATION AND PUBLIC UTILITY EASEMENT IS HEREBY DESIGNATED ALONG THE EXTERIOR BOUNDARY.

6) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE IN EFFECT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE.

7) WATER WILL BE PROVIDED TO ALL BUIILDING LOTS BY CITY OF KUNA.

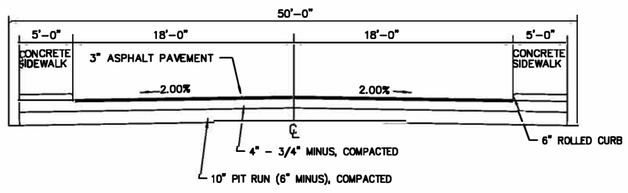
8) SEWER WILL BE PROVIDED TO ALL BUILDING LOTS BY CITY OF KUNA.

9) MINIMUM BUILDING SETBACK LINE SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

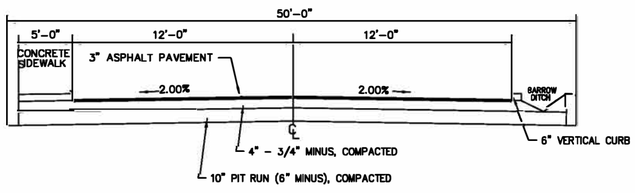
10) STORM WATER RUNOFF WILL BE COLLECTED AND/OR DETAINED ON SITE.

11) FIRE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH THE KUNA FIRE DEPARTMENT. ALL DRIVEWAYS ARE CONSIDERED TO BE FIRE LANES.

12) PRESSURIZED IRRIGATION SHALL BE PROVIDED TO ALL LOTS BY A PRESSURE SYSTEM WITH WATER SUPPLIED BY THE CITY OF KUNA.



PUBLIC STREET SECTION
-NTS-



SHORTLINE STREET
-NTS-

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH RED CLIFF DEVELOPMENT.

NO.	DATE	BY
A		
A		
A		
A		
A		

DESIGNED BY: RCU
DRAWN BY: RCU
CHECKED BY:
APPROVED: RU
COGO FILE:
REV. COGO FILE:
DATE: 10/03/19

ULC MANAGEMENT, LLC
6104 N. GARY LANE, BOISE, IDAHO 83714
bunger@ulcmanagement.com 208-861-5220

SADIE CREEK SUBDIVISION 2

PRELIMINARY PLAT

IAG DEVELOPMENT SERVICES

JOB NO. 05-105

SHEET NO. 1

REVISED APPROVED LAYOUT

PRELIMINARY PLAT SHOWING

SADIE CREEK SUBDIVISION NO. 2

A SUBDIVISION
LOCATED IN THE NW 1/4 OF SECTION 25,
T.2N., R.1W., B.M.
ADA COUNTY, IDAHO
2019

1" = 80'

PHASE I PHASE II

T. NICHOLSON

S 89°25'03" E 84.36' C-2

CITY PARK AREA 24,590 SF 1

BLK 1 3 5,873 SF

BLK 2 1,610 SF 1

BLK 3 2,415 SF

BLK 4

BLK 5 1,600 SF 1

BLK 6 2,548 SF

BLK 7 4,000 SF

BLK 8 2,497 SF

BLK 9 1,182 SF

BLK 10 228,563 SF 1

COMMON 11,278 SF 12

COMMON 15,852 SF 14

COMMON 12,789 SF 5

COMMON 20,163 SF 13

PATH 4,000 SF

PATH 2,475 SF

PATH 1,705 SF 29

994 SF 1

1,589 SF 7

BLK 21 3

E. SADIE CREEK DRIVE

E. SHORTLINE STREET

F. DEWHURST STREET

S. RUMNEY STREET

S. NEVERN STREET

S. PERTHSHIRE STREET

S. TONBRIDGE STREET

S. PENSHAW STREET

SOUTH LATERAL

SOUTH LATERAL

BERM

BERM

BERM

UNION PACIFIC R x R ROW

S 52°50'08" E 1,027.400'

CITY PARK AREA 5.45 ACRES

1594.71'

370.89'

S. KUNA MERIDIAN ROAD S 00°34'42" E

N 89°37'41" W 1325.10'

40' SOUTH LATERAL EASEMENT 229.84'

PLAYGROUND

SHELTER

BATH

PATH

LEGEND

- PROPERTY BOUNDARY
- LOT LINE
- SIDEWALK
- RIGHT OF WAY LINE
- C/L CENTERLINE
- EASEMENT
- E/S 8" EXISTING SEWER
- S 8" SEWER
- E/W 8" EXISTING WATER
- W 8" WATER
- PI 4" PRESSURE IRRIGATION
- LIGHT
- FIRE HYDRANT
- 1 LOT NUMBER

PHASE II

DEVELOPER
IAG DEVELOPMENT SERVICES

CONTACT
BOB UNGER
ULC MANAGEMENT, LLC
6104 N. GARY LANE
BOISE, IDAHO 83714
(208) 861-5220

ACREAGE
26.00 ACRES

LOTS
83 SINGLE FAMILY
16 COMMON
2 CITY PARK

ZONING
EXISTING R-6
PROPOSED R-6

SETBACKS R-6 ZONE
FRONT 20'
REAR 15'
SIDE 5'/STORY
STREET SIDE 15'

CITY
KUNA

SEWAGE DISPOSAL
CITY OF KUNA

WATER SUPPLY
CITY OF KUNA

FIRE DISTRICT
KUNA

SCHOOL DISTRICT
KUNA

IRRIGATION DISTRICT
KUNA

NOTES:

1) ALL LOT LINES COMMON TO A PUBLIC RIGHT-OF-WAY LINE HAVE A TEN (10) FOOT WIDE PERMANAENT PUBLIC UTILITIES, PROPERTY DRAINAGE, IRRIGATION AND BOISE CITY STREET LIGHT EASEMENT.

2) THIS SUBDIVSION IS SUBJECT TO COMPLIANCE WITH THE IDAHO CODE SECTION 31-3805 CONCERNING IRRIGATION WATER.

3) ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

4) EACH SIDE OF INTERIOR LOT LINES HAVE A FIVE (5) FOOT WIDE IRRIGATION AND PROPERTY DRAINAGE EASEMENT.

5) A TEN (10) FOOT WIDE PROPERTY DRAINAGE, IRRIGATION AND PUBLIC UTILITY EASEMENT IS HEREBY DESIGNATED ALONG THE EXTERIOR BOUNDARY.

6) MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE IN EFFECT AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT. ALL LOT, PARCEL AND TRACT SIZES SHALL MEET DIMENSIONAL STANDARDS AS ESTABLISHED IN THE ZONING ORDINANCE.

7) WATER WILL BE PROVIDED TO ALL BUIILDING LOTS BY CITY OF KUNA.

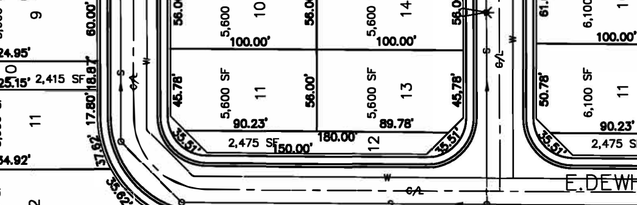
8) SEWER WILL BE PROVIDED TO ALL BUILDING LOTS BY CITY OF KUNA.

9) MINIMUM BUILDING SETBACK LINE SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMIT.

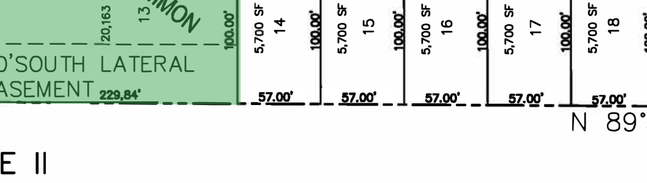
10) STORM WATER RUNOFF WILL BE COLLECTED AND/OR DETAINED ON SITE.

11) FIRE PROTECTION WILL BE PROVIDED IN ACCORDANCE WITH THE KUNA FIRE DEPARTMENT. ALL DRIVEWAYS ARE CONSIDERED TO BE FIRE LANES.

12) PRESSURIZED IRRIGATION SHALL BE PROVIDED TO ALL LOTS BY A PRESSURE SYSTEM WITH WATER SUPPLIED BY THE CITY OF KUNA.



PUBLIC STREET SECTION
-NTS-



SHORTLINE STREET
-NTS-

ULC MANAGEMENT

ULC MANAGEMENT, LLC
6104 N. GARY LANE, BOISE, IDAHO 83714
bunger@ulcmanagement.com 208-861-5220

SADIE CREEK SUBDIVISION 2

PRELIMINARY PLAT

IAG DEVELOPMENT SERVICES

JOB NO. 05-105

SHEET NO. 1

NO.	DATE	BY
1		RU
2		RU
3		
4		
5		

DESIGNED BY: RCU DATE: 10/03/19
DRAWN BY: RCU DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH RED CLIFF DEVELOPMENT.

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

City of Kuna

TO: Lasher Enterprises
3327 N Eagle Rd. Ste 110-135
Meridian, ID 83642

DATE: December 16, 2019

RE: Sadie Creek Slight Revision

Brady,

I view this as substantial compliance. Nothing more needs to be done in regards to the reinstatement.

Thank you,

Wendy I. Howell, PCED
Planning & Zoning Director
City of Kuna
PO Box 13
Kuna, ID 83634
(208) 922-5274

T-O ENGINEERS

August 16th, 2021

City of Kuna
Planning & Zoning
751 W. 4th Street
Kuna, ID 83634

RE: Sadie Creek Subdivision No. 2 – Statement of Conformance

Dear City of Kuna Planning & Zoning,

This letter is to address that the preliminary plat meets all requirements and conditions, along with acceptable engineering practices and local standards. The following comments address the 'Standard Conditions of Approval' of the Approved Preliminary Plat (09-01-S) on December 1st, 2009.

1. The developer has obtained written plat approval from pertinent agencies for this project.
2. The final plat meets final plat specifications listed in §Section 6-2-4 of the Kuna City Code.
3. The final plat is in substantial conformance with the approved preliminary plat. The preliminary plat has been revised with approval by Director.
4. The plat contains applicable certificates and/or endorsements prior to approval by the Kuna City Council.
5. All statements listed appear on the face of the final plat.
6. Noted.
7. All public rights-of-ways are dedicated and constructed to standards of Ada County Highway District (ACHD). The agency has approved Construction Drawings for public streets and are in process of Final Plat Approval.
8. All utilities are installed in compliance to requirements of the public utility and installed underground.
9. The site complies with Section §31-3805 of the Idaho code pertaining to irrigation waters.
10. Fire protection facilities are installed as specifically required by the Kuna Fire District.
11. All utility, drainage, and irrigation easements are provided where necessary.
12. All compliance letters and plans have been accompanied by the Developer's file numbers.
13. Noted. The Approved Construction Drawings by the City Engineer include drainage design plan with proposed site grading.
14. The City Engineer has approved an irrigation plan in the Approved Construction Drawings, which provide pressurized irrigation to each lot.
15. Lighting complies with Kuna City Code and "dark skies" application.
16. A two-inch (2") caliper tree will be provided to each lot.
17. All financial agreements comply with Kuna City Code.

332 N. Broadmore Way | Nampa, ID 83687 | P: 208.442.6300 | to-engineers.com

T-O ENGINEERS

18. Bus staging areas for children are provided with consultation from the City and Kuna School District.

We ask for approval and signature of the Final Plat for Sadie Creek Subdivision No. 2. Please contact me with the information provided below for any additional materials needed or questions for this application.

Sincerely,

T-O Engineers

Alec Egurrola
Land Use Planner
aegurrola@to-engineers.com
(208) 442 - 6300

1.5.1.6 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 same, and for the preservation of the health, safety, convenience and the welfare of the Owners, for the purpose of constructing, erecting, operating or maintaining the following:

1.5.1.6.1 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;

1.5.1.6.2 Public and other 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; and

1.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes or any service facility, berm, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including but not limited to pedestrian and bicycle pathways.

1.5.1.7 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 prior to twenty-five (25) years after the death of the individual executing this Declaration on behalf of Grantor.

1.5.1.8 Other. Such other and further powers as the Board deems reasonable and appropriate, it being the intent that the Association have broad power and authority consistent with the Project Documents and applicable law.

1.5.2 Duties. In addition to duties necessary and proper to carry out the powers delegated to the Association by the Project Documents, without limiting the generality thereof, the Association or its agents, 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:

1.5.2.1 Operation and Maintenance of Common Area. Operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, with the Improvements constructed thereon, including but not limited to the repair and replacement of property damaged or destroyed by casualty loss, and including but not limited to any signs placed at the entrances to or otherwise in the vicinity of the Property. The Association shall, at Grantor's

discretion, operate and maintain all properties owned by Grantor which are designated by Grantor for temporary or permanent use by Members of the Association;

1.5.2.2 Operation and Maintenance of Storm Drainage Facilities. Operate and maintain or otherwise provide for the operation and maintenance of all public and other storm drainage facilities, including but not limited to drainage pipes and collection ponds located on and through the Lots or Common Area and the repair and replacement of property damaged or destroyed by casualty loss;

1.5.2.3 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;

1.5.2.4 Maintenance of Berms, Retaining Walls and Fences. Maintain any berms, retaining walls, fences and water amenities within and abutting any Common Area. The Association shall also be responsible for maintaining or repairing the exterior surface of any fences abutting any Common Areas. For the purposes of this Declaration exterior surface shall be deemed the surface facing the Common Area or public right-of-way. If any repairs or replacements will affect the external appearance of such fences, the Association shall be responsible for such repairs or replacements. Costs of repair, replacement and maintenance of such fences shall be passed on to Owners as a Regular Assessment except for any repair or replacement made necessary as a result of the negligence or willful conduct of an Owner, which shall be the obligation of that Owner;

1.5.2.5 Improvements. Maintain, improve, operate, repair and replace any facilities and Improvements, including but not limited to drainage systems or facilities, street lights, bridge facades, pathways, sidewalks, planter strips, landscape islands or median strips, and landscaping or landscaping improvements, which the Association is obligated, or otherwise deems advisable, to maintain, operate, repair and replace, pursuant to this Declaration, Project Documents, any Plat, license, easement, agreement or applicable governmental approvals.

1.5.2.6 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Property, 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 and/or local taxes, including income or corporate

KUNA RURAL FIRE DISTRICT
EST. 1951

150 W BOISE ST
PO Box 607
Kuna, ID 83634
PHONE: (208) 922-1144
FAX: (208) 922-1982

Date: 9/27/2021
From: Kuna Rural Fire District

Regarding: Sadie Creek Subdivision No.2
21-17-FP
S Luker Rd / E Sadie Creek Dr
Kuna, ID

The Fire District can support approval for Sadie Creek Subdivision No.2 with the following conditions. Final approval will be subject to satisfactory field inspection by Fire District personnel.

- Fire Apparatus Access:

  Plans indicate service roadway connections at E Stagecoach Way/E Shortline Street and E Sadie Creek Dr. These service roadways shall be maintained unobstructed during construction. A future secondary access will be provided upon further development south from a connection at S Beechers Ave.

- Premises Identification:

  Homes shall be identified in accordance with section 505 of the Idaho Fire Code. Address characters shall contrast with their background and be placed in a location visible from the street. Characters shall be a minimum 4 inches in height with a minimum ½" stroke width.

- Fire Hydrants:

  Fire hydrants are shown on plans. At least one fire hydrant shall be available along approved service roadways and within 600 lineal feet of the furthest exterior portion of each future residential building. Hydrants and fire flow shall be designed to meet the minimum requirements of IFC appendix B105 for one- and two-family dwellings. Fire hydrants shall be fire flow tested and be operational prior to combustible materials being stocked for construction on future building sites.

Regards,

Kuna Rural Fire District
Kuna, ID 83634
1.208.922.1144 (main)

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

FINAL PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**27 September 2021**	
RE:	**Public Works Comments**	
	Sadie Creek Subdivision No. 2 – 21-17-FP (Final Plat)	

The Sadie Creek Subdivision No. 2, 21-17-FP, Final Plat request dated 16 September 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses approximately 26 acres. This application contains a total of 84 single-family residential lots and 13 common lots.

Public Works staff supports approval of this final plat. The plat may be officially approved after all conditions are met.

Comments may be expanded or refined in connection with the future land-use actions.

1) Inspection & Fees

a) The responsible engineer of record will provide record drawings upon completion.
b) The inspection fees for City inspection of the construction of public water, sewer and irrigation facilities associated with this development have been paid.

2) General

a) Sadie Creek Subdivision No. 2, 21-17-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) The applicant provided engineering certification on all final engineering drawings/record drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Sanitary Sewer Connection

a) This project is in agreement with the sewer master plans.

b) This project has previously reserved capacity in the Ten Mile Lift Station.

4) Potable Water Connection

a) This project is in agreement with the water master plans.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

a) Grading and drainage plans have been provided as part of the construction drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.
   (1) The final plat appears complete.
   (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (record) 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.
b) *Correct and verified* a*s-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **AMH DEVELOPMENT, LLC** *For Kern River Heights Final Plat*	))))))	**Case No. 21-18-FP (Final Plat)** **STAFF MEMO FOR THE KERN RIVER HEIGHTS FINAL PLAT APPLICATION.**

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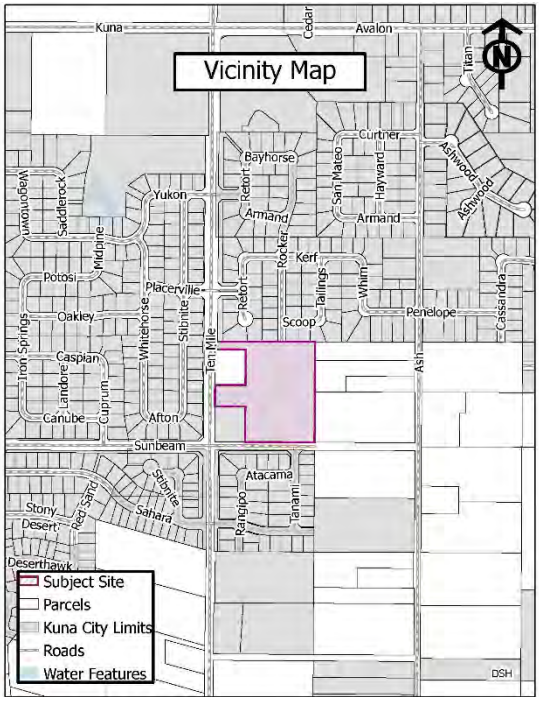
1. Exhibit List
2. Process and Noticing
3. General Project Facts
4. Applicable Standards
5. General Project Facts
6. Staff Analysis
7. Applicable Standards
8. Council's Order of Decision



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X

2.5	Approved Findings of Fact			X
2.6	Statement of Conformance			X
2.7	Common Area Maintenance Agreement			X
2.9	Agency Transmittal			X
2.10	Central District Health Department			X
2.11	City Engineer			X

II
GENERAL PROJECT FACTS

2.1 Lasher Enterprises, LLC, on behalf of AMH Development, LLC, requests Final Plat approval for Kern River Heights Subdivision. The project consists of 29 buildable lots & eight (8) common lots, over approximately 7.25 acres. The project is located at 750 S Ten Mile Road (APN: R5070503500) Section 26, Township 2 North, Range 1 West.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Subdivision Regulations, the applicant seeks Final Plat approval for Kern River Heights Subdivision.

3.2 This project has previously reserved capacity within the Ten Mile Sewer Basin.

3.3 Per the Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.

3.4 Inspection fees for City inspection of public water, sewer and irrigation facilities associated with this development have been paid.

3.5 Staff has determined the proposed Final Plat for Kern River Heights Subdivision is in substantial conformance with the previously, Council-approved Preliminary Plat (January 21, 2020; Case Nos. 19-06-ZC, 19-07-S, & 19-27-DR) with the exception of approved sidewalk widths on Ten Mile and Sunbeam Roads. The applicant will only receive Final Plat Memo sign-off if the sidewalks on Ten Mile Road and Sunbeam Road are installed as eight (8) foot wide detached sidewalks in compliance with City Council's Preliminary Plat approval.

IV
APPLICABLE STANDARDS

4.1 Kuna City Code Title 6, Subdivision Regulations

4.2 Kuna Comprehensive Plan and Future Land Use Map.

4.3 Idaho Code Title 50, Chapter 13, Plats and Vacations.

V
CONDITIONS OF APPROVAL

5.1 Developer/Owner/Applicant/Contractors shall abide by the City of Kuna's quiet hours. No construction of any kind shall occur after 11:00 PM one day and 7:00 AM the next day per Kuna City Code 10-6-3. Dust shall be abated and a water truck shall be on site at all times. Noises and other nuisances and/or distractions outside of this timeframe are subject to lawful penalties.

5.2 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (Kuna City Code 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.

5.3 Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR (Idaho Department of Water Resources).

5.4 All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (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.

5.5 Applicant shall install sidewalks on Ten Mile Road and Sunbeam Road as eight (8) foot wide detached sidewalks in accordance with the City Council Preliminary Plat approval.

5.6 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.

5.7 In regards to grading and drainage, slopes shall be no steeper than 3:1 on lot interiors and no steeper than 4:1 on the exterior of lots. Verification that existing and proposed elevations match at property boundaries such that a burden is not imposed on adjacent properties, shall be made within the final inspection process.

5.8 Upon project completion, the Final Plat shall be compared with the record construction drawings; all lot line adjustments, easements and/or similar items must be recorded on the Final Plat such that an accurate and truthful document results.

5.9 Upon City Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via City Council or Planning and Zoning.

5.10 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer's signature on the Final Plat Mylar.

5.11 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.

DATED this 19th day of October, 2021.

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): 21-18-FP (Final Plat)

Project Name: Kern River HEights Subdivision

Date Received: 9.13.2021

Date Accepted as Complete: 9.27.2021

Type of review requested (check all that apply):

☐	Annexation	☐	Appeal
☐	Comp. Plan Map Amendment	☐	Combination Pre & Final Plat
☐	Design Review	☐	Development Agreement
☐	Final Planned Unit Development	✔	Final Plat
☐	Lot Line Adjustment	☐	Lot Split
☐	Ordinance Amendment	☐	Planned Unit Development
☐	Preliminary Plat	☐	Rezone
☐	Special Use Permit	☐	Temporary Business
☐	Vacation	☐	Variance

Owner of Record

Name: AMH Development, LLC

Address: 30601 Agoura Rd STE 200 | Agoura Hills, CA 913101

Phone: refer to applicant/developer Email: refer to applicant/developer

Applicant (Developer) Information

Name: Brady Lasher / Lasher Enterprises, LLC

Address: 3327 N. Eagle Rd STE 110-135 | Meridian, ID 83646

Phone: (208) 871-0004 Email: brady@lasherenterprises.com

Engineer/Representative Information

Name: Alec Egurrola / T-O Engineers

Address: 332 N. Broadmore Way | Nampa, ID 83687

Phone: (208) 442-6300 Email: aegurrola@to-engineers.com

Subject Property Information

Site Address: 750 S. Ten Mile Rd | Kuna, ID 83634

Nearest Major Cross Streets: S. Ten Mile Rd & W. Sunbeam St

Parcel No.(s): R5070503500

Section, Township, Range: Section 26, Township 2N, Range 1W

Property Size: ±7.25

Current Land Use: empty field Proposed Land Use: single-family residential

Current Zoning: R-6 Proposed Zoning: R-6

Project Description

Project Name: Kern River Heights Subdivision

General Description of Project: single-family residential development providing medium density housing to a fast growing community.

Type of proposed use (check all that apply and provide specific density/zoning):
■ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ☐ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: landscaping with biodiverse trees & lawn/sod grasses, improvements/extension to local streets

Residential Project Summary (If Applicable)

Are there existing buildings? YES (NO)

If YES, please describe: _____

Will any existing buildings remain? YES (NO)

No. of Residential Units: 29 No. of Building Lots: 29

No. of Common Lots: 8 No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):
■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): 1200

Gross Density (Dwelling Units ÷ Total Acreage): 4.00 units/acre

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 5.43 units/acre

Percentage of Open Space provided: 14.7% Acreage of Open Space: ±1.07

Type of Open Space provided (i.e. public, common, landscaping): common lots & landscaping within the common lots

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: Alex Esquivel Date: 09/13/21

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.

KUNA
Planning & Zoning

Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s).: 21-18-FP (Final Plat)

Project Name: Kern River Heights Subdivision

Date Received: 9.13.2021

Date Accepted as Complete: 9.27.2021

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required Under Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C)*.

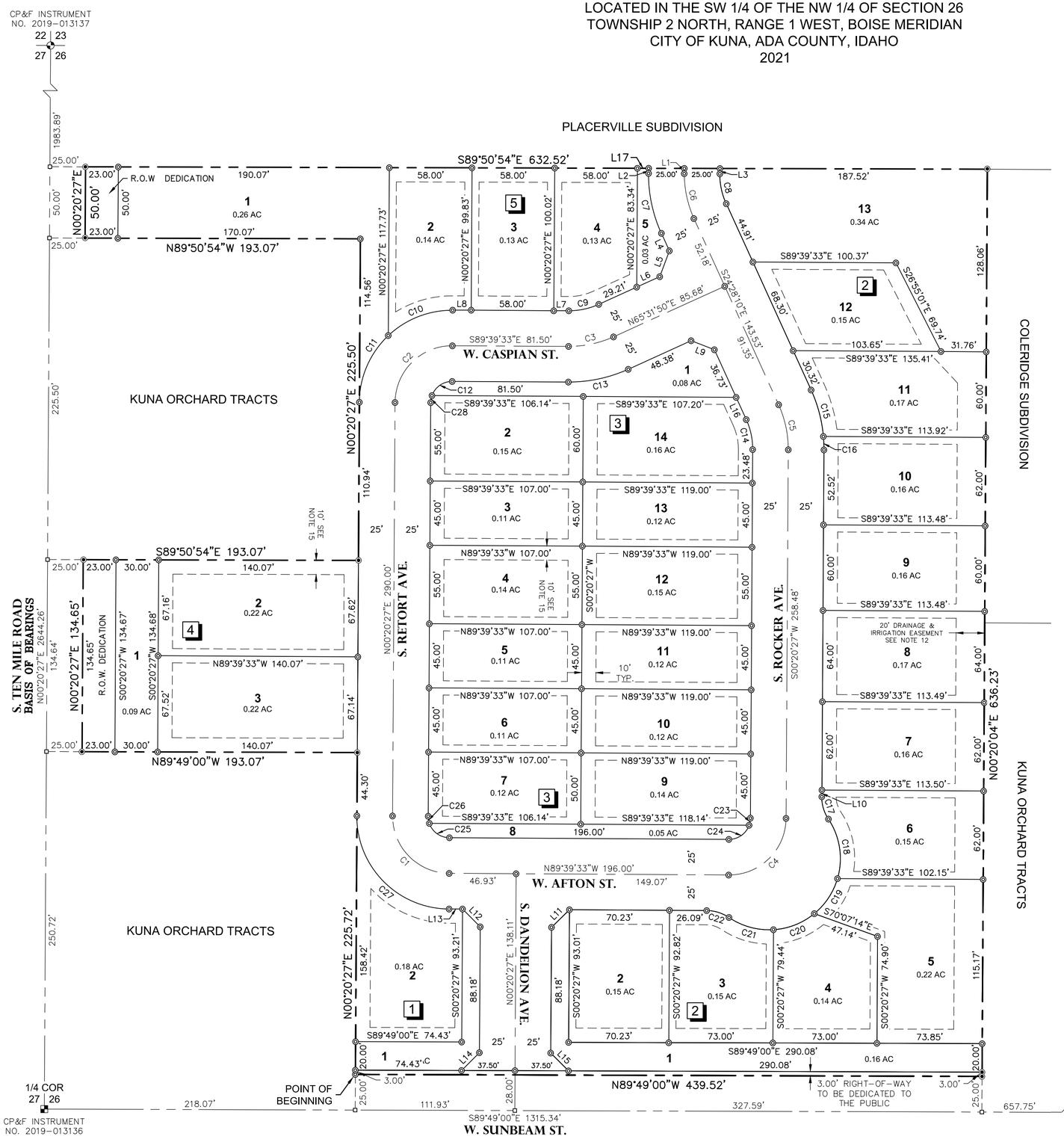
Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A)*.

Applicant Signature: Alec Esquivel Date: 09/13/21

By signing, you are confirming you have provided all required items listed on this application.

KERN RIVER HEIGHTS SUBDIVISION

LOCATED IN THE SW 1/4 OF THE NW 1/4 OF SECTION 26
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
CITY OF KUNA, ADA COUNTY, IDAHO
2021



LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- RIGHT-OF-WAY LINE/LOT LINE
- CENTERLINE
- EXISTING LOT LINE
- EASEMENT LINE, AS SHOWN
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR
- SET 5/8" REBAR, PLS 13765
- CALCULATED POINT
- 1 LOT NUMBER
- [1] BLOCK NUMBER

SEE SHEET 2 FOR NOTES AND TABLES

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE BOUNDARIES INTO PRIVATE RESIDENTIAL AND COMMERCIAL LOTS AS SHOWN.

NO DISCREPANCIES WERE DISCOVERED IN THE FOUND MONUMENTS SHOWN AND MEASURED LINES FIT WELL WITH THE PREVIOUS RECORD OF SURVEY FOR THE SHOWN BOUNDARIES. SEE ADA COUNTY RECORD OF SURVEY NO. 7397, RECORDED AS INSTRUMENT NO. 106082032 ADA COUNTY OFFICIAL RECORDS.

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

ROB O'MALLEY
IDAHO NO. 13765

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

KERN RIVER HEIGHTS SUBDIVISION

NOTES

1. UNLESS OTHERWISE SHOWN, ALL LOTS ARE SUBJECT TO THE FOLLOWING PERMANENT EASEMENTS: TEN (10) FEET ALONG ALL LOT LINES ADJACENT TO A PUBLIC RIGHT–OF–WAY FOR PUBLIC UTILITIES, AND LOT DRAINAGE. FIVE (5) FEET ON EACH SIDE OF THE INTERIOR SIDE LOT LINES, AND TEN (10) FEET ALONG ALL REAR LOT LINES AND THE SUBDIVISION BOUNDARY FOR THE KUNA MUNICIPAL IRRIGATION SYSTEM, AND LOT DRAINAGE. ALL OTHER EASEMENTS ARE AS SHOWN. ALL EASEMENTS ARE PARALLEL OR CONCENTRIC TO SAID LINES UNLESS OTHERWISE SHOWN.

2. ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF RESUBDIVISION.

3. THIS DEVELOPMENT RECOGNIZES SECTION 22–4503 OF THE IDAHO CODE, 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 CONDITIONS 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 BEGAN OR WAS 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."

4. NO LOT SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.

5. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.

6. IRRIGATION WATER SHALL BE PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31–3805(1)(B). ALL LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS BY BOISE–KUNA IRRIGATION DISTRICT, AND WILL BE OBLIGATED FOR ASSESSMENT BY THE CITY OF KUNA.

7. LOT 1 BLOCK 1, LOTS 1 AND 13 BLOCK 2, LOTS 1 AND 8 BLOCK 3, LOT 1 BLOCK 4, AND LOTS 1 AND 5, BLOCK 5 ARE COMMON LOTS TO BE OWNED AND MAINTAINED BY THE KERN RIVER HEIGHTS SUBDIVISION HOMEOWNERS' ASSOCIATION AND ARE SUBJECT TO A BLANKET PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION EASEMENT.

8. THIS SUBDIVISION SHALL BE SUBJECT TO THE COVENANTS, CONDITIONS, AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE, AND MAY BE AMENDED FROM TIME TO TIME.

9. LOTS 1 AND 13, BLOCK 2 ARE SERVIENT TO AND CONTAIN THE ADA COUNTY HIGHWAY DISTRICT (ACHD) STORM WATER DRAINAGE SYSTEM AS SHOWN HEREON. THIS LOT IS ENCUMBERED BY THAT FIRST AMENDED MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT NO. 2015–103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT AND THE STORM WATER DRAINAGE SYSTEM ARE DEDICATED TO ACHD PURSUANT TO SECTION 40–2302 IDAHO CODE. THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.

10. LOTS 9 THROUGH 14 BLOCK 3 ARE SUBJECT TO A 22 FOOT REAR BUILDING SETBACK.

11. UNLESS OTHERWISE APPROVED, DIRECT LOT ACCESS TO S. TEN MILE ROAD AND W. SUNBEAM STREET ARE PROHIBITED.

12. LOTS 5 THROUGH 11 BLOCK 2 ARE SUBJECT TO A TWENTY FOOT (20') DRAINAGE, AND IRRIGATION EASEMENT ALONG THE REAR LOT LINES, AS SHOWN. NORMAL DRAINAGE MAINTENANCE ON INDIVIDUAL LOTS SHALL BE PERFORMED BY INDIVIDUAL LOT OWNERS. HEAVY MAINTENANCE SHALL BE PERFORMED BY THE KERN RIVER HEIGHTS SUBDIVISION HOMEOWNERS' ASSOCIATION.

13. THIS SUBDIVISION IS LOCATED WITHIN ZONE X AS SHOWN ON THE FIRM PANEL 400 OF 875, ADA COUNTY, IDAHO AND INCORPORATED AREAS. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT THAT IS LOCATED WITHIN THE MAPPED FLOODPLAIN UNTIL A FLOOD PLAN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE MAPPED FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOOD PLAN DEVELOPMENT PERMIT.

14. THE HOMEOWNERS' ASSOCIATION (HOA), AND IT'S OWNERSHIP AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO. ALL IMPROVED INDIVIDUAL LOTS ARE SUBJECT TO THE FRACTIONAL SHARE OF THE IRRIGATION ASSESSMENT FOR EACH HOA COMMON LOT(S) THAT RECEIVE(S) MUNICIPAL IRRIGATION. IF THE ASSESSMENT IS NOT PAID BY THE HOA, THE INDIVIDUAL IMPROVED LOTS ARE SUBJECT TO A LIEN FOR NON–PAYMENT.

15. LOT 4 BLOCK 3 AND LOT 2 BLOCK 4 CONTAIN A TEN FOOT (10') PRESSURE IRRIGATION EASEMENT FOR THE KUNA MUNICIPAL IRRIGATION SYSTEM, AS SHOWN.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°20'27"W	3.61'
L2	S00°20'27"W	3.52'
L3	N00°20'27"E	3.69'
L4	S24°28'10"E	13.52'
L5	S20°31'50"W	19.32'
L6	S65°31'50"W	17.80'
L7	N89°39'33"W	10.50'
L8	N89°39'33"W	13.00'
L9	N68°59'53"W	17.54'
L10	N00°20'27"E	4.70'
L11	N45°29'58"E	17.63'
L12	N44°49'04"W	17.63'
L13	S89°39'33"E	9.43'
L14	N45°05'45"E	17.75'
L15	N44°53'12"W	17.61'
L16	N24°28'10"W	17.12'
L17	S89°50'54"E	7.93'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	40.00'	62.83'	90°00'00"	N44°39'33"W	56.57'
C2	40.00'	62.83'	90°00'00"	N45°20'27"E	56.57'
C3	75.00'	32.48'	24°48'37"	N77°56'09"E	32.22'
C4	40.00'	62.83'	90°00'00"	S45°20'27"W	56.57'
C5	75.00'	32.48'	24°48'37"	S12°03'51"E	32.22'
C6	75.00'	32.48'	24°48'37"	S12°03'51"E	32.22'
C7	100.00'	43.30'	24°48'37"	S12°03'51"E	42.96'
C8	50.00'	21.65'	24°48'37"	N12°03'51"W	21.48'
C9	50.00'	21.65'	24°48'37"	N77°56'09"E	21.48'
C10	65.00'	49.70'	43°48'47"	S68°26'04"W	48.50'
C11	65.00'	52.40'	46°11'09"	S23°26'06"W	50.99'
C12	15.00'	18.46'	70°31'44"	S55°04'35"W	17.32'
C13	100.00'	43.30'	24°48'37"	N77°56'09"E	42.96'
C14	50.00'	21.65'	24°48'37"	N12°03'51"W	21.48'
C15	100.00'	33.81'	19°22'15"	N14°47'03"W	33.65'
C16	100.00'	9.49'	5°26'22"	N2°22'44"W	9.49'
C17	28.00'	16.58'	33°56'00"	N16°37'33"W	16.34'
C18	50.00'	43.55'	49°53'59"	N8°38'33"W	42.18'
C19	50.00'	29.95'	34°19'24"	N33°28'09"E	29.51'
C20	50.00'	31.28'	35°50'38"	N68°33'10"E	30.77'
C21	50.00'	32.99'	37°47'58"	S74°37'32"E	32.39'
C22	28.00'	16.58'	33°56'00"	S72°41'33"E	16.34'
C23	15.00'	5.10'	19°28'16"	N10°04'35"E	5.07'
C24	15.00'	18.46'	70°31'44"	N55°04'35"E	17.32'
C25	15.00'	18.46'	70°31'44"	S54°23'41"E	17.32'
C26	15.00'	5.10'	19°28'16"	S9°23'41"E	5.07'
C27	65.00'	102.10'	90°00'00"	S44°39'33"E	91.92'
C28	15.00'	5.10'	19°28'16"	S10°04'35"W	5.07'

ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR LICENSED 13765 STATE OF IDAHO ROB O'MALLEY

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

KERN RIVER HEIGHTS SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED ARE THE OWNERS OF THE PROPERTY HEREINAFTER DESCRIBED.

A PARCEL OF LAND LOCATED IN THE SW1/4 OF THE NW1/4 OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT, MARKING THE WEST ONE-QUARTER CORNER OF SAID SECTION 26, FROM WHICH A BRASS CAP MONUMENT, MARKING THE NORTHWEST CORNER OF SAID SECTION 26 BEARS N.00°20'27"E., 2644.26 FEET; THENCE, ALONG THE SOUTH BOUNDARY OF SAID SW1/4 OF THE NW1/4,

A) S.89°49'00"E., 218.07 FEET; THENCE,

B) N.00°20'27"E., 25.00 FEET TO THE NORTH RIGHT-OF-WAY OF W. SUNBEAM STREET AND THE POINT OF BEGINNING; THENCE, CONTINUING,

1. N.00°20'27"E., 225.72 FEET; THENCE,
2. N.89°49'00"W., 193.07 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH TEN MILE ROAD; THENCE, ALONG SAID RIGHT-OF-WAY,
3. N.00°20'27"E., 134.65 FEET; THENCE, LEAVING SAID RIGHT-OF-WAY,
4. S.89°50'54"E., 193.07 FEET; THENCE,
5. N.00°20'27"E., 225.50 FEET; THENCE,
6. N.89°50'54"W., 193.07 FEET TO THE EAST RIGHT-OF-WAY OF SAID SOUTH TEN MILE ROAD; THENCE, ALONG SAID RIGHT-OF-WAY,
7. N.00°20'27"E., 50.00 FEET TO THE WESTERLY PROLONGATION OF THE SOUTH BOUNDARY OF PLACERVILLE SUBDIVISION, RECORDED IN BOOK 99 OF PLATS, AT PAGES 12726-12728, RECORDS OF ADA COUNTY, IDAHO; THENCE, ALONG SAID PROLONGATION AND THE SOUTH BOUNDARY THEREOF,
8. S.89°50'54"E., 632.52 FEET TO THE NORTHWEST CORNER OF COLERIDGE SUBDIVISION, RECORDED IN BOOK 70 OF PLATS, AT PAGES 7152-7153, RECORDS OF ADA COUNTY, IDAHO; THENCE, ALONG THE WEST BOUNDARY THEREOF,
9. S.00°20'04"W., 636.23 FEET TO THE NORTH RIGHT-OF-WAY OF SAID W. SUNBEAM STREET; THENCE, ALONG SAID RIGHT-OF-WAY,
10. N.89°49'00"W., 439.52 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS: 7.24 ACRES.

IT IS THE INTENTION OF THE UNDERSIGNED TO AND THEY HEREBY INCLUDE SAID LAND IN THIS PLAT. THE PUBLIC STREETS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON. ALL LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE DOMESTIC WATER SERVICE FROM THE CITY OF KUNA, IDAHO, AND SAID CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS 9TH DAY OF AUGUST, 2021

AMH DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BRENT JOHNSON – VICE PRESIDENT, LAND DEVEOPMENT
AUTHORIZED OFFICER OF AMH DEVELOPMENT, LLC

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } S.S.

ON THIS 9TH DAY OF AUGUST, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED BRENT JOHNSON, VICE PRESIDENT, LAND DEVELOPMENT, KNOWN OR IDENTIFIED TO ME TO BE AN AUTHORIZED OFFICER OF AMH DEVELOPMENT LLC, A LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID COMPANY, AND THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME IN NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES 08-20-2024

NOTARY PUBLIC FOR THE STATE OF UTAH

JAMES ZMUDA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 713636
COMM. EXP. 08-20-2024

CERTIFICATE OF SURVEYOR

I, ROB O'MALLEY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS AND THE CORNER PERPETUATION AND FILING ACT, IDAHO CODE 55-1601 THROUGH 55-1612.

ROB O'MALLEY
IDAHO NO. 13765

PROFESSIONAL LAND SURVEYOR
LICENSED
8/5/21
13765
STATE OF IDAHO
ROB O'MALLEY

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

KERN RIVER HEIGHTS SUBDIVISION

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50 CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITION OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REHS

R.E.H.S. CENTRAL DISTRICT HEALTH

CENTRAL DISTRICT HEALTH ★ ADA COUNTY

8.4.2021

DATE

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE_____ DAY OF _____,20____.

PRESIDENT – ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY APPROVE THE FOREGOING PLAT.

CITY ENGINEER ~ KUNA, IDAHO

DATE

APPROVAL OF THE CITY COUNCIL

I, THE UNDERSIGNED CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE_____ DAY OF_____, 20___, THE FOREGOING PLAT WAS DULY ACCEPTED AND APPROVED.

CITY CLERK ~ KUNA, IDAHO

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR

DATE

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

ADA COUNTY TREASURER

DATE

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }
COUNTY OF ADA } S.S.

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF_____,AT_____MINUTES PAST___O'CLOCK ___.M. ON THIS_____DAY OF_____, 20___, IN BOOK_____OF PLATS, AT PAGES_____THROUGH_____AS INSTRUMENT NO._____.

DEPUTY

EX OFFICIO RECORDER

PROFESSIONAL LAND SURVEYOR – LICENSED – 13765 – 7/29/21 – STATE OF IDAHO – ROB O'MALLEY

T-O ENGINEERS
332 N. BROADMORE WAY
NAMPA, IDAHO 83687-5123
PHONE: (208) 442-6300 WWW.TO-ENGINEERS.COM

City of Kuna

City Council

Findings of Fact and Conclusions of Law

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

To: City Council

Case Numbers: 19-06-ZC (Rezone) and19-07-S (Preliminary Plat)
Kern River Heights Subdivision

Site Location: 750 S. Ten Mile Rd., Kuna, ID 83634

Planner: Doug Hanson, Planner I

Hearing Date: January 21, 2020
Findings: **January 21, 2020**

Owner: Carl Bader
750 S. Ten Mile Rd.
Kuna, ID 83634

Applicant: Ryan Minert
3327 S. Eagle Rd., Ste 110-148
Meridian, ID 83646
208.639.3262
ryan@iagroupllc.com

Representative: Wendy Shrief, JUB Engineers
250 S. Beechwood Dr., Ste 201
Boise, ID 83709
208.376.7330
wshrief@jub.com

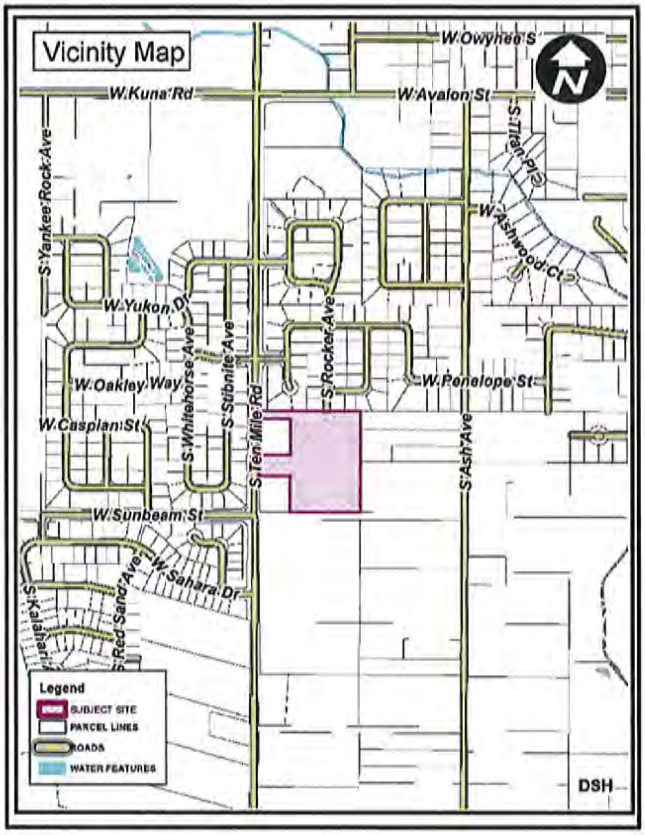


Table of Contents:

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
J. Council's Order of Decision

A. Process and Noticing:

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

a. Notifications

i.	Neighborhood Meeting	July 25, 2019 (2 people attended)
ii.	Agency Comment Request	September 5, 2019
iii.	350' Property Owners Notice	December 18, 2019
iv.	Kuna Melba Newspaper	December 18, 2019

v. Site Posted January 10, 2020

B. Applicant's Request:

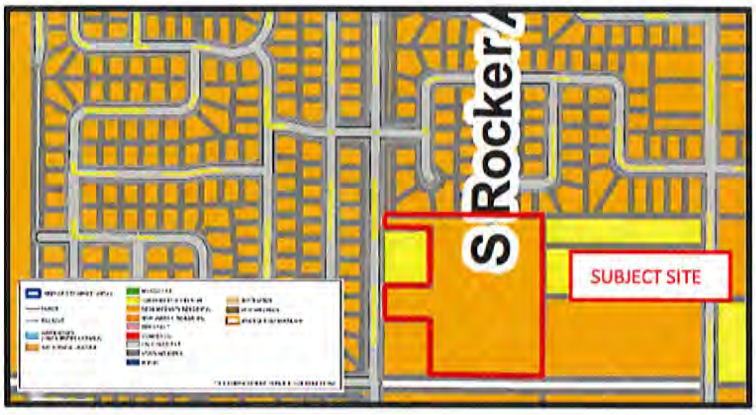
On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from an "A" (Agriculture) to "R-6" (Medium Density Residential) zoning district classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at 750 S. Ten Mile Road, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).

C. Site History:

The subject parcel is in Kuna City Limits and is currently zoned A (Agriculture). The parcel has historically served as farmland.

D. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the 7.25-acre site as Medium Density Residential.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does indicate a future pathway/trail through the Ten Mile Corridor near subject site.

3. **Surrounding Land Uses:**

North	R-6	Medium Density Residential – Kuna City
South	RUT	Rural Urban Transition – Ada County
East	R-1	Estate Residential – Ada County
West	A R-4 R-6	Agriculture – Kuna City Medium Density Residential – Kuna City Medium Density Residential – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Number:**

Property Owner	Parcel Size	Current Zone:	Parcel Number
Carl Bader	7.25 acres	A (Agriculture)	R5070503500

5. **Services:**

Sanitary Sewer– City of Kuna
Potable Water – City of Kuna
Pressurized Irrigation – City of Kuna (KMIS)
Fire Protection – City of Kuna (KRFD)
Police Protection – Kuna Police (Ada County Sheriff's office)
Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**
Currently there are no structures on the parcel, vegetation on-site is consistent with that of crop fields. The sites have an estimated average slope of 12% to 21%. Bedrock depth is estimated to be 10 to 20 inches.

7. **Transportation / Connectivity:**
The applicant proposes connections to an existing public street via S. Rocker Avenue. If the subdivision is approved the projects main ingress/egress will be accessed by an extension of a section of Sunbeam Street (mid-mile collector) that will be located along the southern boundary of the property.

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

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
    - Central District Health Department ..... Exhibit C-2
    - Department of Environmental Quality ..... Exhibit C-3
    - Nampa & Meridian Irrigation District ..... Exhibit C-4
    - Idaho Transportation Department ..... Exhibit C-5
    - Ada County Highway District ..... Exhibit C-6
    - Kuna City Engineer ..... Exhibit C-7

E. Staff Analysis:

On June 26, 2019, Staff held a pre-application meeting with the applicant to discuss the project. The applicant held a neighborhood meeting with residents within 350 ft of the subject site on July 25, 2019. There were two residents who attended the meeting. A recap of the neighborhood meeting was provided as a part of the application (Exhibit A1).

The applicant proposes to rezone the approximately 7.25 acres from "A" (Agriculture) to "R-6" (Medium Density Residential. The FLUM and the Comprehensive Plan for Kuna identifies this parcel for medium density residential, which equals six (6) dwelling units per net acre. The applicants preliminary plat proposes 6.26 dwelling units per net acre, exceeding the R-6 net acre density established in Kuna City Code by 0.26 dwelling units per net acre. On January 15, 2020 the applicant submitted a new site plan reflecting the net dwelling unit per acre density of 6.0 in order to comply with the recommended condition made to the Planning and Zoning Commission listed in section "J" of this report. However, staff notes that this new site plan does not reflect the Planning and Zoning Commission's recommended condition of adding more centralized open space listed in section "J" of this report. If the Council approves this application with the conditions as recommended by the Planning and Zoning Commission, staff recommends an additional condition that the applicant submit a new preliminary plat to staff meeting these conditions prior to submitting a final plat application.

The project proposes to take its main access from an extension of Sunbeam Street (mid-mile Collector) along the southern border of the property. The applicant is proposing to construct Sunbeam Street as half of a 36-foot-wide street section, plus an additional 12-feet of pavement to total 30-feet, with vertical curb, gutter, and 7-foot wide attached (or 5-foot wide detached) concrete sidewalk abutting the site within the 50-feet of right-of-way. Additionally, the applicant proposes connection into the existing street, S. Rocker Avenue, which will provide access from the Placerville Subdivision adjacent to the north.

The installation of streetlights is a required public improvement (Kuna City Code 6-4-2). The applicant has not identified streetlight locations on the preliminary plat. Applicant will be required to work with staff in order to comply with Kuna City code and install street lights a maximum spacing of 250 feet along the site's frontage and on local roads. The locations of street lights will be approved at the time of construction document review. Staff

would note that these street lights shall be designed and installed according to "Dark skies" standards and Kuna City Code.

Staff has determined the annexations and preliminary plat generally comply with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 19-06-ZC (Rezone) and 19-07-S (Preliminary Plat) subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and City Council.

F. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

G. Comprehensive Plan Analysis:

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

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

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

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

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

H. Kuna City Code Analysis:

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

   Comment: *The proposed application adheres to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The City Council feels the site *is* physically suitable for the proposed development.

   Comment: *The 7.25-acre (approximate) site does appear to be suitable for the proposed development.*

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

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

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

I. Commission's Recommendation:

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* of Case Nos. *19-06-ZC (Rezone) and 19-07-S* (Preliminary Plat), a subdivision request from JUB Engineers to rezone one parcel consisting of approximately 7.25 acres from "A" (Agriculture) to an "R-6" (Medium Density Residential) zoning classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (33) buildable lots, six (6) common lots) subject to the following conditions of approval listed in section "J" of this staff report, including but the following additional conditions:

- Applicant shall work with staff to reduce the net density to six (6) net dwelling units per acre. (#16)
- Applicant shall work with staff to create more centralized open space. (#17)

J. Council's Order of Decision:

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby *approves* of Case Nos. *19-06-ZC (Rezone) and 19-07-S* (Preliminary Plat), a subdivision request from JUB Engineers to rezone one parcel consisting of approximately 7.25 acres from "A" (Agriculture) to an "R-6" (Medium Density Residential) zoning classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots) subject to the following conditions of approval listed in section "J" of this staff report and excluding recommended conditions 16 and 17 by the Planning and Zoning Commission.

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
   a. The City Engineer shall approve the sewer hook-ups.

b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
e. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
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 of the City (KMID).
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.
7. Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.
8. Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
9. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
10. 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.
11. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
12. Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
13. 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.
14. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
15. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 21st day of January, 2020

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

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

Based upon the record contained in Case Nos. 19-06-ZC and 19-07-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the City Council hereby *approves* Case No's 19-06-ZC and 19-07-S, a request from JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from "A" (Agriculture) to an "R-6" (Medium Density Residential) zoning classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots).

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 Nos. 19-06-ZC and 19-07-S, this proposal does generally comply with the City Code.*

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

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

   Finding: *Neighborhood Notices were mailed out to residents within 350-FT of the proposed project site on December 18, 2019 and a legal notice was published in the Kuna Melba Newspaper on December 18, 2019. The applicant posted sign on the property on January 10, 2020.*

3. *Based on the evidence contained in Case Nos. 19-06-ZC and 19-07-S, this proposal does generally comply with the Comprehensive Plan.*

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

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

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

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

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

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

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

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

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

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

   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.

   Finding: *An affidavit of legal interest was signed by Carl Bader allowing JUB Engineers to act on their behalf of this project, therefore consenting to the rezone of the proposed project site.*

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

    Finding: *The parcel is contiguous with City limits to the north, west and south.*

DATED this 21st day of January, 2020.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

T-O ENGINEERS

September 13, 2021

City of Kuna
Planning & Zoning
751 W. 4th Street
Kuna, ID 83634

RE: Kern River Heights Subdivision – Statement of Conformance

Dear City of Kuna Planning & Zoning,

This letter is to address that the preliminary plat meets all requirements and conditions, along with acceptable engineering practices and local standards. The following comments address the 'Standard Conditions of Approval' of the Approved Preliminary Plat (19-07-S) on January 21st, 2020.

1. The developer has obtained construction drawings approval from pertinent agencies for this project.
2. Service facilities installation complies with requirements of public utility or irrigation district providing services and installed per KCC 6-4-2-W.
3. Irrigation/drainage waters comply with Idaho Code, Section §31-3805.
4. Compliance with requirement will be fulfilled if there is pooling of irrigation surface water rights.
5. Connection to City Services is under construction and conforms to the Master Plans.
6. Curb, gutter, and sidewalk is to be installed in accordance with Kuna City Code Title 5 Chapter 17.
7. Coordination with City Staff has occurred to provide locations of streetlights.
8. Streetlights will conform to the Kuna City Code and established Dark Skies practices.
9. Fencing within and around site complies with Kuna City Code.
10. Landscaping complies to City of Kuna standards.
11. Noted. No known revisions have been made to the approved preliminary plat.
12. Noted.
13. Noted.
14. Developer has followed City Staff & Engineers, along with other agency recommended requirements.
15. Developer complies with all local, state, and federal laws.

We ask for approval and signature of the Final Plat for Kern River Heights Subdivision. Please contact me with the information provided below for any additional materials needed or questions for this application.

Sincerely,

T-O Engineers

332 N. Broadmore Way | Nampa, ID 83687 | P: 208.442.6300 | to-engineers.com

T-O ENGINEERS

Alec Egurrola
Land Use Planner
aegurrola@to-engineers.com
(208) 442 - 6300

any conveyance or encumbrance of the Common Area shall be subject to an easement of the Owners of such Lots for the purpose of ingress and egress.

5.2 Delegation of Right to Use. Any Owner may delegate, in accordance with the Project Documents, such Owner's right of enjoyment to the Common Area to the members of such Owner's family residing within the Owner's residence, to such Owner's tenants and/or to such Owner's contract purchasers who reside on such Owner's Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

5.3 Damages. Each Owner shall be fully liable for any damage to any Common Area that may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's contract purchasers or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Lot and may be collected as provided herein for the collection of other Assessments.

5.4 Association's Responsibility. The Association shall maintain and keep the Common Area in good repair, such maintenance to be funded as provided in this Declaration. This maintenance shall include, without limitation, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, fencing installed by Grantor along exterior portions of the Property and other Improvements situated within the Common Area.

5.5 No Warranty for Improvements. Grantor makes no warranty, guarantee or undertaking, express or implied, oral or written, with respect to Common Area or the construction thereof. All warranties, guarantees and undertakings are hereby expressly disclaimed, including but not limited to the implied warranties of habitability, merchantability and fitness for a particular purpose.

5.6 Water Bodies. By acceptance of a deed to a Lot, each Owner acknowledges that the water levels of all water bodies may vary. There is no guarantee by the Grantor or the Association that water levels will be constant or aesthetically pleasing at any particular time. In fact, water levels may be non-existent from time to time. Without limiting the generality of the foregoing, this applies to the waters within the Common Area as well as any wetlands or riparian areas within the Common Areas or encroaching on Lots (if any).

ARTICLE 6 STANDARDS, REQUIREMENTS AND RESTRICTIONS

6.1 Improvements – Generally. All Improvements shall be designed, constructed and used in such a manner as to promote compatibility between the types of uses contemplated by this Declaration. Specific design and construction guidelines are contained in the Architectural Design Guidelines. The Architectural Design Guidelines and the general instructions set forth in

Doug Hanson

From: Doug Hanson
Sent: Wednesday, September 29, 2021 4:18 PM
To: 'Brady Barroso'; 'Cat Feistner'; 'Central District Health Department '; 'Chief Fratusco KPD'; 'J&M Sanitation'; 'Paul Stevens'; 'Scott Arellano (KRFD)'; 'TJ Lawrence (Interim Fire Chief)'
Subject: RE: 21-18-FP Kern River Heights Subdivision Request for Comment
Attachments: 21-18-FP Kern River Heights Final Plat Agency Transmittal Packet.pdf

All,

Please see the amended transmittal. The initial transmittal had the case number as 21-17-FP, it should have been 21-18-FP.

September 29, 2021

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

FILE NUMBER:	21-18-FP (Final Plat) Kern River Heights
PROJECT DESCRIPTION	Lasher Enterprises, LLC, on behalf of AMH Development, LLC, requests Final Plat Approval for the Kern River Heights Subdivision. This project is approx. 7.24 acres with an R-6 (Medium Density Residential) zoning designation and will consist of 37 lots (29 Single-Family Residential buildable lots, and 8 common lots). Project is located at 750 S Ten Mile Road (APN: R5070503500); Section 26, Township 2 North, Range 1 West.
SITE LOCATION	750 S Ten Mile Road, Kuna, ID 83634
REPRESENTATIVE	Lasher Enterprises, LLC 3327 N Eagle Road, Suite 110-113, Meridian, ID 83646 208.871.0004 brady@lasherenterprises.com
SCHEDULED HEARING DATE	Tuesday, **October 19, 2021** 6:00 P.M.
STAFF CONTACT	Doug Hanson 208.287.1771 dhanson@kunaid.gov
We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides; please contact staff with questions. ***If your agency needs different plans or paper copies to review or if your agency requires additional time for review, please notify our office ASAP.*** If a contact update is required for your agency, please notify our office who future packets should be sent to & include their email.	

Best,

Doug Hanson
Planner II
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771

From: Doug Hanson
Sent: Monday, September 27, 2021 10:36 AM
To: 'Brady Barroso' <bbarroso@kunaid.gov>; 'Cat Feistner' <cfeistner@kunaid.gov>; 'Central District Health Department ' <lbadigian@cdhd.idaho.gov>; 'Chief Fratusco KPD' <nfratusco@adacounty.id.gov>; 'J&M Sanitation' <chad.gordon@jmsanitation.com>; 'Paul Stevens' <pstevens@kunaid.gov>; 'Scott Arellano (KRFD)' <scott@fccnwi.com>; 'TJ Lawrence (Interim Fire Chief)' <tlawrence@kunafire.com>
Subject: 21-17-FP Kern River Heights Subdivision Request for Comment

September 27, 2021

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

FILE NUMBER:	21-17-FP (Final Plat) Kern River Heights
PROJECT DESCRIPTION	Lasher Enterprises, LLC, on behalf of AMH Development, LLC, requests Final Plat Approval for the Kern River Heights Subdivision. This project is approx. 7.24 acres with an R-6 (Medium Density Residential) zoning designation and will consist of 37 lots (29 Single-Family Residential buildable lots, and 8 common lots). Project is located at 750 S Ten Mile Road (APN: R5070503500); Section 26, Township 2 North, Range 1 West.
SITE LOCATION	750 S Ten Mile Road, Kuna, ID 83634
REPRESENTATIVE	Lasher Enterprises, LLC 3327 N Eagle Road, Suite 110-113, Meridian, ID 83646 208.871.0004 brady@lasherenterprises.com
SCHEDULED HEARING DATE	Tuesday, **October 19, 2021** 6:00 P.M.
STAFF CONTACT	Doug Hanson 208.287.1771 dhanson@kunaid.gov

We have enclosed information to assist you with your consideration and response. *No response within 15 business days will indicate you have no objection or comments for this project.* We would appreciate any information as to how this action would affect the service(s) your agency provides; please contact staff with questions. ***If your agency needs different plans or paper copies to review or if your agency requires additional time for review, please notify our office ASAP.*** If a contact update is required for your agency, please notify our office who future packets should be sent to & include their email.

Best,

Doug Hanson
Planner II
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

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

Rezone # _____

Conditional Use # _____

Preliminary / Final / Short Plat 21-17-FP

Kern River Heights

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
- ☐ high seasonal ground water
- ☐ bedrock from original grade
- ☐ waste flow characteristics
- ☐ other _____

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☒ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
- ☒ central sewage
- ☐ interim sewage
- ☐ individual sewage
- ☐ community sewage system
- ☒ central water
- ☐ individual water
- ☐ community water well

☒ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
- ☒ central sewage
- ☐ sewage dry lines
- ☐ community sewage system
- ☒ central water
- ☐ community water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
- ☐ food establishment
- ☐ beverage establishment
- ☐ swimming pools or spas
- ☐ grocery store
- ☐ child care center

☒ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.

☐ 14. _____

Reviewed By: Rob Bordy

Date: 9/29/21

6/20 jm

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

FINAL PLAT MEMORANDUM

To:	**Jace Hellman**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**8 October 2021**	
RE:	**Public Works Comments**	
	Kern River Heights Subdivision – 21-18-FP (Final Plat)	

The Kern River Heights Subdivision, 21-18-FP, Final Plat request dated 29 September 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses approximately 7 acres. This application contains a total of 29 single-family residential lots and 8 common lots.

Public Works staff supports approval of this final plat. The plat may be officially approved after all conditions are met.

Comments may be expanded or refined in connection with the future land-use actions.

1) Inspection & Fees

a) The responsible engineer of record will provide record drawings upon completion.
b) The inspection fees for City inspection of the construction of public water, sewer and irrigation facilities associated with this development have been paid.

2) General

a) Kern River Heights Subdivision, 21-18-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
b) The applicant provided engineering certification on all final engineering drawings/record drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Sanitary Sewer Connection

a) This project is in agreement with the sewer master plans.

b) This project has previously reserved capacity in the Ten Mile Lift Station.

4) Potable Water Connection

a) This project is in agreement with the water master plans.

5) Pressurized Irrigation

a) This project is in agreement with the PI master plan

6) Grading and Storm Drainage

a) Grading and drainage plans have been provided as part of the construction drawings.
b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

7) Final Plat

a) Comments may result from the final construction review.
   (1) The final plat appears complete.
   (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

a) As-built (record) 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.
b) *Correct and verified* a*s-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

RESOLUTION NO. R50-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL RESOURCE OFFICER SERVICES COSTS INTERAGENCY AGREEMENT**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

Section 1. Findings

The City Council of the City of Kuna finds that it is in the best interest of the City to enter into that certain Agreement entitled "School Resource Officer Services Costs Interagency Agreement" for the reasons stated therein.

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

Section 2. Authority

The Mayor is hereby authorized to execute the "School Resource Officer Services Costs Interagency Agreement**"**, by and between the City of Kuna and the Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho, a copy of the agreement is attached hereto marked **"EXHIBIT A",** subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City's performance of its obligations under the "School Resource Officer Services Costs Interagency Agreement."

Section 3. Directing the City Clerk

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to the Kuna Joint School District No. 3 Ada and Canyon Counties, Idaho.

Section 4. Effective Date

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

PASSED BY THE COUNCIL of Kuna Idaho this 19th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 19th day of October, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

SCHOOL RESOURCE OFFICER SERVICES COSTS INTERAGENCY AGREEMENT

This SCHOOL RESOURCE OFFICER SERVICES COSTS INTERAGENCY AGREEMENT ("Agreement") is entered into by and between the City of Kuna ("City"), a municipal corporation organized and existing under the laws of the state of Idaho, and Kuna Joint District #3, Ada and Canyon Counties, State of Idaho ("School District"), a joint school district and body corporate and politic organized and existing under the laws of the state of Idaho.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals, Definitions, and in consideration of the mutual representations, covenants, and agreements hereinafter contained City and School District agree as follows:

SECTION 1
DEFINITIONS

1.1 Agreement: Means and refers to this School Resource Officer Services Costs Interagency Agreement.

1.2 City: Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.

1.3 Party/Parties: Means and refers to the City and/or the School District, depending upon the context of the term as used in this Agreement;

1.4 School District: Means and refers to Kuna Joint District #3, Ada and Canyon Counties, State of Idaho, is an Idaho joint school district, body corporate and politic, and Party to this Agreement.

1.5 Sheriff: Means and refers to the Sheriff's Office of Ada County, State of Idaho.

1.6 SRO: Means and refers to School Resource Officer.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 City is a municipal corporation established in accordance with Article XII of the Constitution of the state of Idaho and Title 50 Idaho Code;

2.2 School District is a joint school district and body corporate and politic established in and existing pursuant to Title 33, Chapter 3, Idaho Code;

2.3 Pursuant to I.C. § 67-2328, City and County may enter into interagency contract to "perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform, including…joint contracting for services."

2.4 City currently contracts with Sheriff for Sheriff to provide police services to City;

2.5 School District currently contracts with Sheriff to provide SRO services to School District;

2.6 The City and School District contracts with Sheriff are distinct and separate agreements;

2.7 Pursuant to the contract between School District and Sheriff, School District has retained the services of four (4) SROs for School District;

2.8 Due to SRO salary increases and the School District's approved and available 2022 budget, the School District is unable to pay the full contract requirement for SRO services with Sheriff;

2.9 The School District shortfall is $6,000 for SRO services;

2.10 School District and City each desire School District to retain the services of no-less-than four (4) SROs;

2.11 The availability of SRO services to School District is a benefit to the School District and the City;

2.12 School District benefits, at least in part, by the services and protection SROs provide to students and staff, as well as the positive relationships that frequently develop between SROs and students;

2.13 City benefits, at least in part, by School District having SROs because the presence of SROs in schools within the City boundaries reduces the number of service calls from the School District that City police officers must respond;

2.14 The absence of an SRO in a school has, in prior years, resulted in an increased number of service calls that City police officers must to respond to at schools and thereby removes City police officers from the regular patrol duties for the City; and

2.15 Removing a City police officer from their regular patrol duties is undesirable to City and presents a public safety concern.

SECTION 3
PURPOSE, PAYMENT, DURATION, AND RENEWAL

3.1 **Purpose:** The purpose of this Agreement is to ensure that School District is able to retain from Sheriff the services of four (4) SROs from Sheriff to provide police services to the

School District, and thereby relieve and reduce the number of police service calls the City must respond to from the School District.

3.2 **Duty to Retain SRO Services of Four (4) SROs:** It is the duty of School District pursuant to this Agreement to reach a separate agreement with Sheriff for SRO services. In this separate agreement, School District must retain the services of four (4) SROs from the Sheriff to provide police services for the School District. Should School District fail to retain the services of the required number of SROs, City is relieved of its obligations in this Agreement.

3.3 **City Contribution:** City agrees to pay $6,000 to School District to be used by School District to assist in paying the costs associated with SRO services. This is the only contribution City is under a commitment to make to School District for SRO services. City's contribution shall not be used by School District for any other purpose than to pay for SRO services. This payment shall be made by City to School District within thirty (30) days of the Parties fully executing this Agreement. In the event, after receiving payment from the City, School District discovers that City's contribution is unnecessary, either in whole or in part, to pay the required costs for SRO services, then the unused portion of City's contribution shall be promptly returned to the City.

3.4 **Duty to Pay SRO or Sheriff:** Any payments due directly to an SRO or the Sheriff for SRO services provided to the School District must be paid by School District. In no event, does this Agreement obligate City to make any payment directly to an SRO or to the Sheriff for SRO services. Therefore, should School District fail to any perform obligations owed to Sheriff or an SRO, City shall have no duty to perform in place of School District.

3.5 **Right to Inspect:** City has a right to inspect the separate agreement entered between the School District and Sheriff for SRO services. Should City request a copy of this separate agreement, School District shall promptly provide a copy. In the event School District fails or refuses to provide this separate agreement to the City for review, City may terminate this Agreement, and School District will be obligated to refund City's contribution.

3.6 **Effective Date and Duration of Agreement:** This agreement shall be effective from the date the last Party signs this agreement until September 30, 2022, at which point this Agreement shall be deemed complete and will automatically terminate. In the event any portion of City's contribution remains unused by School District on the date of termination, that remaining portion shall be promptly returned to the City.

3.7 **Renewals:** This Agreement shall not automatically renew, and City is under no obligation to make future contributions to School District to assist it in retaining SRO services in the future. In the event School District needs and desires a contribution from City for SRO salaries for any subsequent budget year, it must request this contribution from the City prior to the City approving its annual budget for that year. Should School District fail to make a timely request, City is not obligated to consider such request.

3.8 Indemnification: In the event any claim arises in relation to the provision of SRO services to the School District, whether from an SRO against the School District, or any third-party claiming damages arising from SRO services, the School District shall indemnify and defend City against any such claims. The City at its own election may choose to retain separate legal counsel should such a claim arise.

SECTION 4
MISCELLANEOUS

4.1 No Third-Party Beneficiary Rights. This Agreement is not intended to create, nor will this Agreement in any way be interpreted or construed to create any third-party beneficiary rights in any person not a party hereto.

4.2 Notices: Any notices contemplated or required by this agreement must be served on the other party in writing by United States mail, certified or registered mail, postage prepaid, and addressed as follows:

Notices to City:	Attn: Kuna City Clerk 751 W. 4th Street Kuna, ID 83634
Notices to School District:	Attn: Joint School District #3 Superintendent 711 E. Porter St. Kuna, ID 83634

Such notices will be deemed delivered on the date of actual receipt by the receiving Party.

4.3 Amendment: This Agreement may only be amended in writing signed by both Parties. Further, any signature must be authorized by the governing body of the Party to be valid.

4.4 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the transaction contemplated herein, and no party will be liable or bound to any other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein.

4.5 Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.6 Jurisdiction. The state courts of the state of Idaho will have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the Parties may now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The Parties submit to the *in personam* jurisdiction of the state of Idaho, to venue in the state courts within the state of Idaho in Ada County, and consent to service of process being affected upon them by certified mail sent to the addresses set forth in this Agreement.

4.7 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, will excuse the performance by the Party for a period equal to any prevention, delay or stoppage.

4.8 Choice of Law. This Agreement will be governed by, and construed in accordance with, the laws of the state of Idaho.

4.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

City:

CITY OF KUNA,
an Idaho municipal corporation

By: _____
Joe Stear, Mayor

ATTEST:

By: _____
Chris Engels, City Clerk

School District:

Joint School District #3,
an Idaho body corporate and politic

By: Wendy Johnson
Wendy Johnson, Superintendent

ATTEST:

By: Deann Greany
Name: Deann Greany

RESOLUTION NO. R51-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R03-2021 AND REAPPOINTING A MEMBER OF THE PLANNING AND ZONING COMMISSION.

WHEREAS, the City Council adopted Ordinance No. 2018-02 February 6, 2018 allowing Planning and Zoning Commissioners to serve beyond the two (2) full consecutive terms by motion of the City Council;

WHEREAS, the Planning and Zoning Commission membership consists of a three (3) year term;

WHEREAS, one (1) Planning and Zoning Commission member's term will expire at the end of November, 2021; and

WHEREAS, the Planning and Zoning Commission member with the expiring term has expressed their desire, in writing, for reappointment to the Planning and Zoning Commission;

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the following persons are to be reappointed to the Planning and Zoning Commission:

1. Tyson Garten

The Commission now consists of the following persons with their term expiration dates provided:

1. Stephen Damron – January 2024
2. Tyson Garten – November 2024
3. Cathy Gealy – January 2024
4. Dana Hennis – January 2024
5. Lee Young – January 2024

PASSED BY THE COUNCIL of Kuna, Idaho this 19th day of October, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 19th day of October, 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Jace Hellman

From: Jace Hellman
Sent: Friday, October 8, 2021 4:48 PM
To: Jace Hellman
Subject: FW: PZ Commission Reinstatement Request

From: tyson@tygar1.com <tyson@tygar1.com>
Sent: Wednesday, October 6, 2021 8:18 AM
To: Jace Hellman <jhellman@kunaID.gov>
Subject: RE: PZ Commission Reinstatement Request

Let this serve as my reinstatement request.

I am requesting to be reinstated on to P&Z commission when my term is up. I look forward to helping this community navigate through growth and building a healthy and safe city for our residents.

Tyson Garten
P&Z Commissioner

RESOLUTION NO. R52-2021
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- **Setting Forth Findings; and**
- **Authorizing the Mayor to execute and the City Clerk to Attest that certain Falcon Crest Lift Station Grant Deed by and between Cloverdale Ranch, a partnership, and the Estate of Hansgeorg Borbonus and Terry Cook (collectively, Grantor and the City of Kuna, Idaho "Grantee'; and**
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the 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 The Public Works Director has presented and has recommended to the Mayor and the City Council that the Mayor and City Clerk be authorized to execute the City's acceptance of that certain Grant Deed by and between Cloverdale Ranch, a partnership, and the Estate of Hansgeorg Borbonus and Terry Cook (collectively, Grantor and the City of Kuna, Idaho "Grantee' a true and correct copy of which is attached hereto marked "Exhibit A" (the "Grant Deed"); and

1.2 The City Council finding it is in the best interests of the City to authorize the Mayor and Clerk to authorize the Mayor and Clerk to execute on behalf of the City the Grant Deed.

Section 2: Authorization

2.1 The City Council does hereby authorize the Mayor and Clerk to execute on behalf of the City the Grant Deed.

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 a copy to Cloverdale Ranch, a partnership, and the Estate of Hansgeorg Borbonus and Terry Cook and Record the Grant Deed.

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 ____ of _____ 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2021.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Recording Requested By and
When Recorded Return to:

The M3 Companies
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED

This Grant Deed is made this _____ day of _____, 2021, between CLOVERDALE RANCH, a partnership, and the ESTATE OF HANSGEORG BORBONUS and TERRY COOK (collectively, "**Grantor**"), and the CITY OF KUNA, IDAHO, an Idaho municipal corporation, whose address is P.O. Box 13, Kuna, Idaho 83634 ("**Grantee**"), witnesseth:

That Grantor, for and in consideration of the sum of Ten Dollars and No Cents ($10.00), and other good and valuable consideration, the receipt whereof is hereby acknowledged, does, by these presents, grant, bargain, sell and convey unto Grantee and its successors and assigns forever, all the following described real estate situated in the County of Ada, State of Idaho:

Legal Description attached hereto as **Exhibit A** and incorporated herein by reference.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the rents, issues and profits thereof; and all estate, right, title and interest in and to the property, as well in law as in equity, except as expressly provided otherwise herein.

Grantor's covenants or warranties with respect to title, express or implied, are those, and only those, implied by use of the word "grant" as set forth in Idaho Code § 55-612 and that, the above described real property is free from all monetary liens or encumbrances created, granted, caused or suffered by Grantor. Excepting all monetary liens or encumbrances created, granted, caused or suffered by Grantor, the grant herein is subject to all matters of record and appearing on the face of the land, rights of parties in possession, liens for taxes not yet due and payable.

[signatures to follow]

GRANTOR:

CLOVERDALE RANCH, a partnership

T Cook

By: Terry Cook
Its: Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Cook, known or identified to me to be a Partner of Cloverdale Ranch, the partnership that executed the within and foregoing document, or the person who executed the document on behalf of said partnership, and acknowledged to me that such partnership executed the same.

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

CONNIE L. CRACOLICE NOTARY PUBLIC Comm. No. 55764 STATE OF IDAHO

Connie L. Cracolice

Notary Public for Idaho
Residing at Melba, Idaho
My commission expires: 09-16-22

ESTATE OF HANSGEORG BORBONUS

By: _____
Gerhard Borbonus, Personal Representative

STATE OF IDAHO)
) ss.
County of Ada)

On this 2ND day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Gerhard Borbonus, as personal representative of the Estate of Hansgeorg Borbonus known or identified to me to be the person that executed the within and foregoing document, and acknowledged to me that he executed the same.

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

CONNIE L. CRACOLICE NOTARY PUBLIC Comm No. 56764 STATE OF IDAHO

_____
Notary Public for Idaho
Residing at Melba, Idaho
My commission expires: 09.16.22

TERRY COOK

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of July, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Cook, known or identified to me to be the person that executed the within and foregoing document, and acknowledged to me that he executed the same.

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

CONNIE L. CRACOLICE NOTARY PUBLIC Comm No. 55764 STATE OF IDAHO

Notary Public for Idaho
Residing at Meridian, Idaho
My commission expires: 09.16.22

GRANTEE:

CITY OF KUNA, an Idaho municipal corporation

By: _____
Joe L. Stear, Mayor

ATTEST:

By: _____
Chris Engels, City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ___ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe L. Stear, and Chris Engels known or identified to me to be the Mayor and City Clerk, respectively, of the City of Kuna, Idaho, an Idaho municipal corporation, the corporation that executed the within and foregoing document, or the person who executed the document on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public for Idaho
Residing at _____
My commission expires: _____

EXHIBIT A
Legal Description

J-U-B ENGINEERS, INC.

J-U-B COMPANIES THE LANGDON GROUP GATEWAY MAPPING INC.

EXHIBIT "A"

CITY OF KUNA
SEWER LIFT STATION
LEGAL DESCRIPTION

That portion of the Northwest Quarter of the Northeast Quarter of Section 28, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

COMMENCING at the north quarter corner of Section 28, Township 2 North, Range 1 East, Boise Meridian, from which the northeast corner of said Section 28 bears South 89°43'35" East, 2639.86 feet; Thence South 00°41'49" West, 118.43 feet along the west line of said Northwest Quarter of the Northeast Quarter to the southerly right-of-way line of East Kuna Road as described in that Warranty Deed recorded under Instrument No. 882039, Ada County Records; Thence North 80°04'45" East, 111.75 feet along said southerly right-of-way line to the **POINT OF BEGINNING**;

Thence along said southerly right-of-way line the following two (2) courses:

1) N 80°04'45" E, 231.05 feet to the beginning of a curve;
2) Along said curve to the right an arc length of 38.16 feet, having a radius of 1,105.92 feet, a central angle of 01°58'37", a chord bearing of N 81°04'04" E and a chord length of 38.15 feet;

Thence S 35°13'24" W, 11.06 feet departing from said southerly right-of-way line;
Thence S 09°46'31" E, 155.35 feet;
Thence S 80°13'24" W, 261.38 feet;
Thence N 09°46'36" W, 163.15 feet to the **POINT OF BEGINNING**, containing 0.98 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

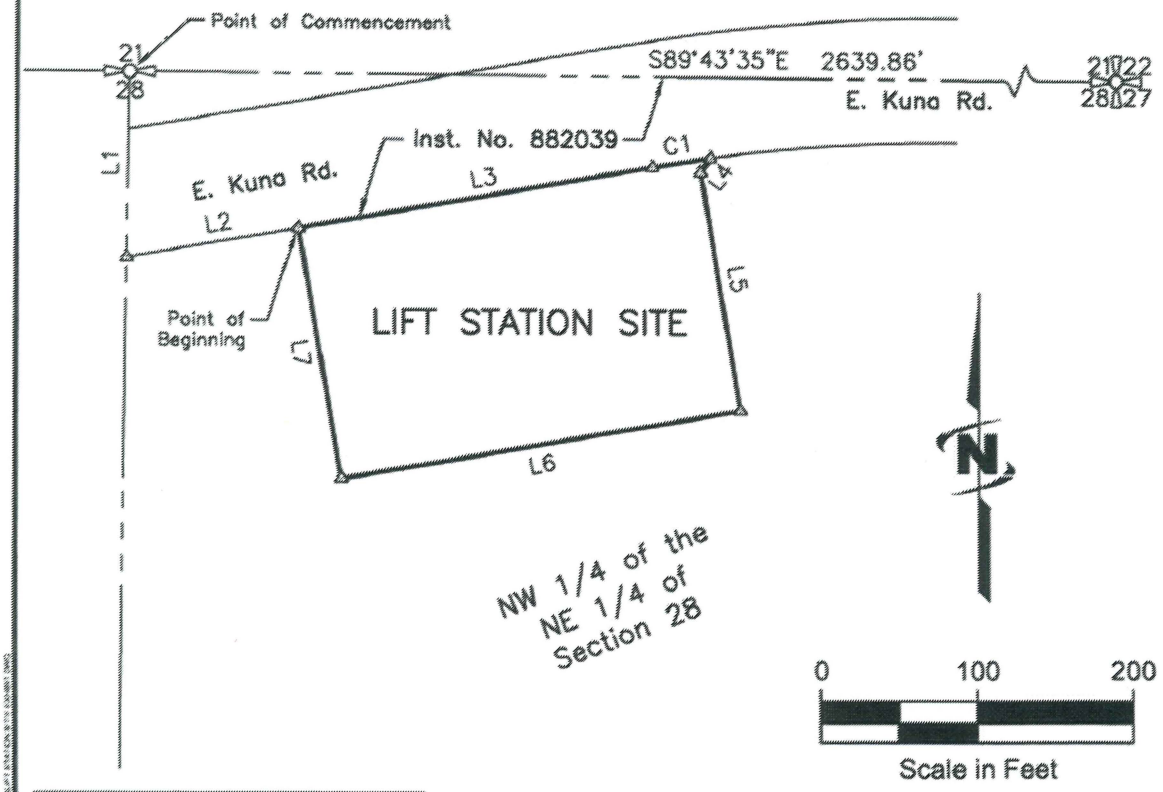
Date

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

23 OCT 2020

a 250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 p 208-376-7330 w www.jub.com

EXHIBIT "B"



Line Table		
Line #	Direction	Length
L1	S00°41'49"W	118.43'
L2	N80°04'45"E	111.75'
L3	N80°04'45"E	231.05'
L4	S35°13'24"W	11.06'
L5	S09°46'31"E	155.35'
L6	S80°13'24"W	261.38'
L7	N09°46'38"W	163.15'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	38.16'	1105.92'	1°58'37"	N81°04'04"E	38.15'

JUB ENGINEERS, INC.

CITY OF KUNA
SEWER LIFT STATION SITE

SITUATED IN THE NW1/4 OF THE NE1/4 OF SEC. 28
T.2N., R.1E., B.M., CITY OF KUNA, ADA COUNTY, IDAHO.

SHEET 1 OF 1

EXHIBIT A – 2
4811-1252-6303, v. 2.1

Filed: 05/12/2020 09:03:53
Fourth Judicial District, Ada County
Phil McGrane, Clerk of the Court
By: Deputy Clerk - Ketchum, Lauren

L. Victoria Meier, ISB No. 6435
EBERLE, BERLIN, KADING, TURNBOW & McKLVEEN, CHARTERED
Boise Plaza, 1111 West Jefferson Street, Suite 530
Post Office Box 1368
Boise, Idaho 83701
Telephone: (208) 344-8535
Facsimile: (208) 344-8542
Email: vmeier@eberle.com

Attorneys for GERHARD BORBONUS, Personal Representative

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF

THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IN THE MATTER OF THE ESTATE OF HANSGEORG BORBONUS, Deceased.	Case No. CV01-20-07382 **LETTERS TESTAMENTARY** (I.C. 15-3-702)

1. Gerhard Borbonus is duly appointed and qualified as General Personal Representative of the estate of the above-named Decedent by the Court with all authority pertaining thereto.

2. Administration of the estate is unsupervised.

These Letters are issued to evidence the appointment, qualification, and authority of the said personal representative.

DATED: Signed: 5/11/2020 01:43 PM.

CLERK OF THE DISTRICT COURT FOURTH JUDICIAL DISTRICT ADA COUNTY, IDAHO

STATE OF IDAHO } ss
COUNTY OF ADA }

I, PHIL McGRANE, Clerk of the District Court of the Fourth Judicial District of the State of Idaho in and for the County of Ada, do hereby certify that the foregoing is a true and correct copy of the original filed in the above entitled action. As witness I have set my hand and affixed my official seal.

DATED 7/12/2021 10:43:29 AM

PHIL McGRANE, Clerk of the District Court

By Deputy

MAGISTRATE

Case No. 21-11-AN (Annexation)
21-03-DA (Development Agreement)

GARDNER COMPANY

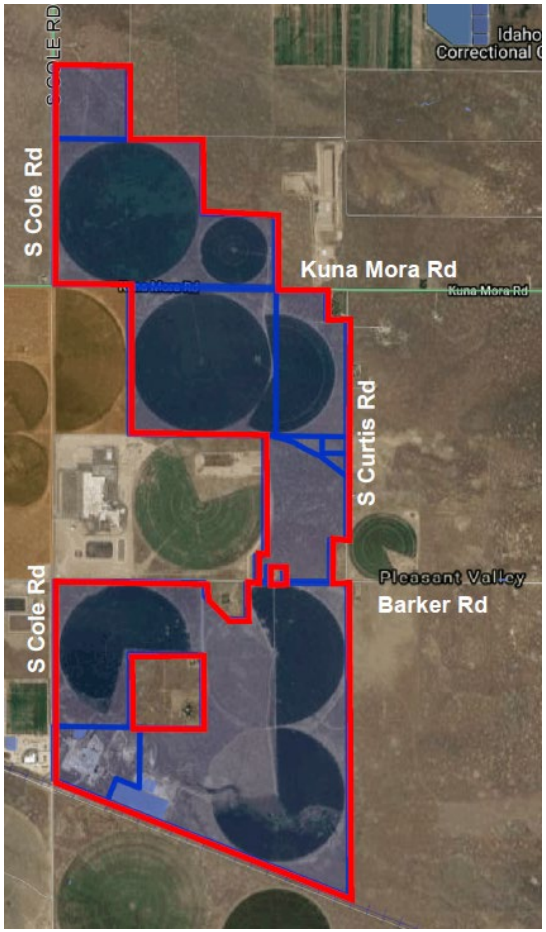
CLARK WARDLE

Property

1088 Acres

- Adjacent to UPRR
- West of Curtis
- East of Cole Road

North of Kuna Mora – Adjacent to BPD Property



GARDNER COMPANY

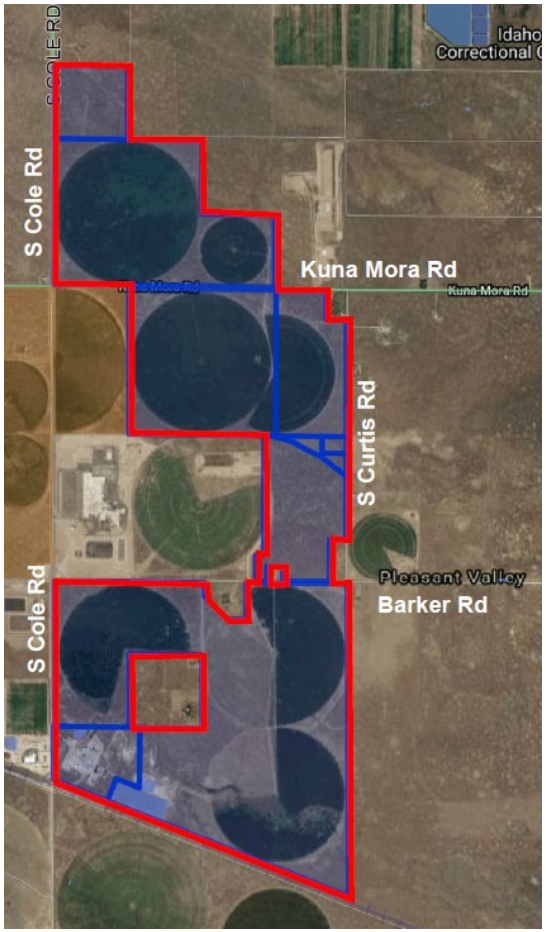
CLARK WARDLE

Property

Gardner Company is acquiring all of the property

Focus is on meeting needs of existing and future industrial users

An opportunity to comprehensively address industrial development in Kuna and in accordance with Comprehensive Plan



GARDNER COMPANY

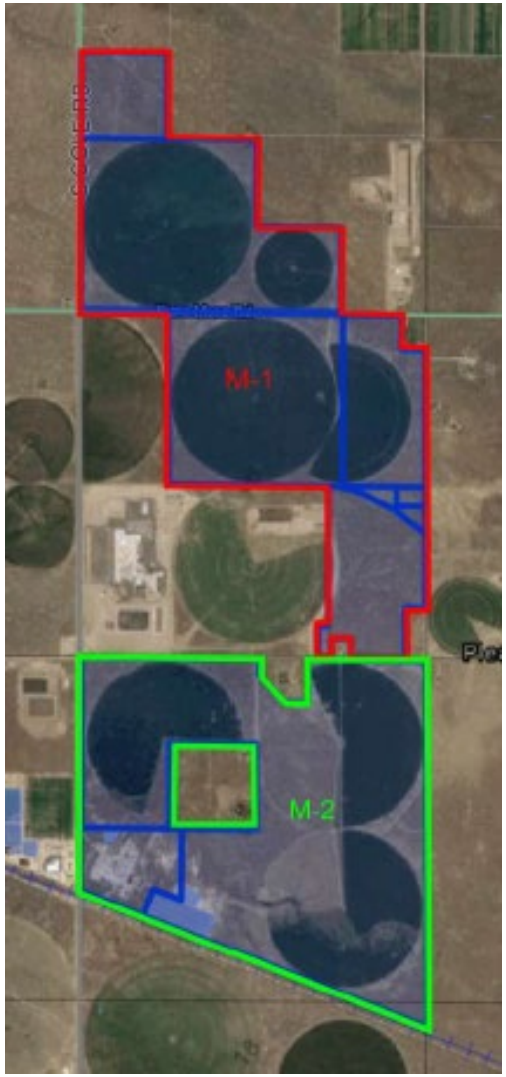
CLARK WARDLE

Property

Propose Two Zoning Classifications

M-1 (Light Manufacturing/Industrial) North of Barker Road

M-2 (Heavy Manufacturing/Industrial) South of Barker Road



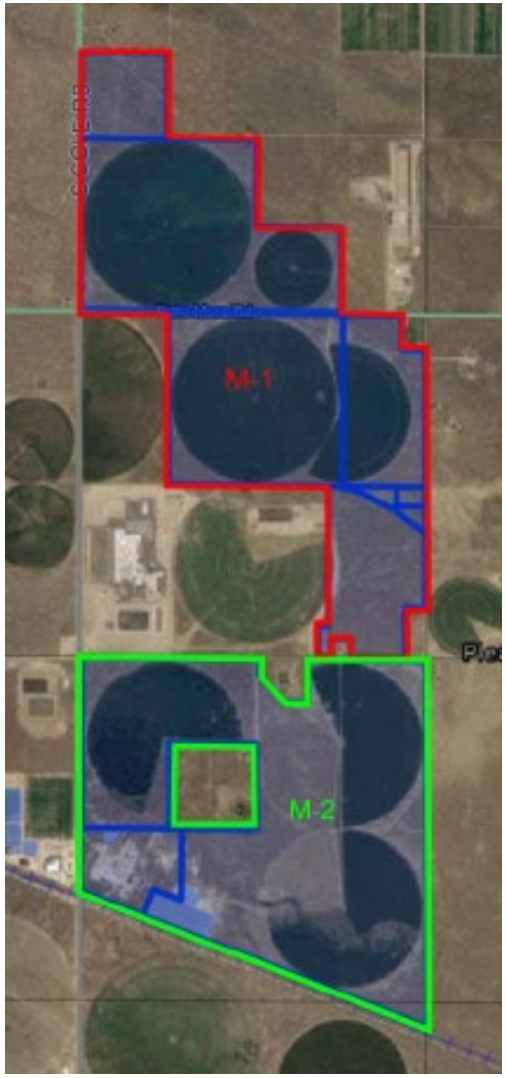
GARDNER COMPANY

CLARK WARDLE

Property

Propose Two Zoning Classifications

- Reflective of Existing Uses
- Reflective of Existing UPRR Access
- Reflective of Historic Uses
- Economic Development Opportunities



GARDNER COMPANY

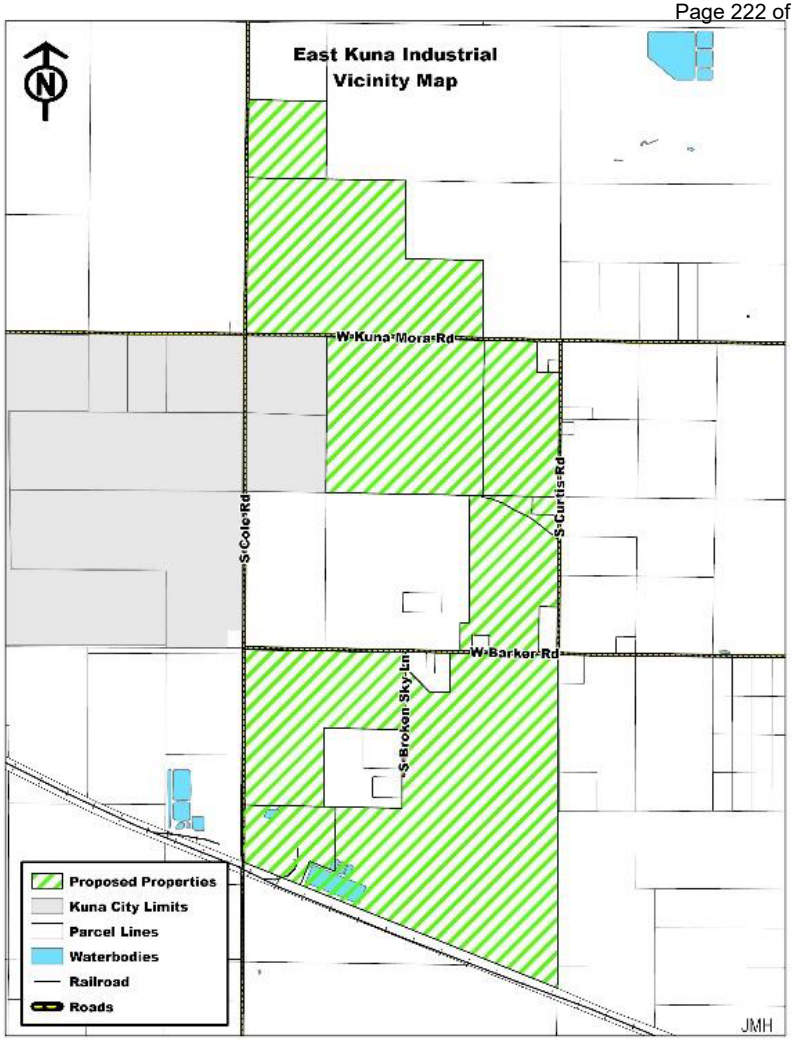
CLARK WARDLE

Property

Property is Contiguous to the City of Kuna Boundaries

Adjoining City Annexed Property SE of Intersection of

Cole and Kuna Mora Road



GARDNER COMPANY

CLARK WARDLE

Staff Report

Appreciate Staff's Work on this Application

Agree with Staff's Findings

7.1 Based on the evidence contained in Case Nos. 21-11-AN, this proposal *does/does not* generally comply with the City Code.

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

7.3 Based on the evidence contained in Case Nos. 21-11-AN, this proposal *does/does not* generally comply with the Comprehensive Plan.

Staff Finding: *The Comprehensive Plan designates the future land use designation of the proposed subject site as Agriculture and Heavy and Light Industrial. The applicant is requesting M-1(Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification.*

7.5 The proposed project lands are eligible for annexation into Kuna City Limits.

Staff Finding: *The parcels to be annexed have a contiguous touch to Kuna City Limits to the west.*

GARDNER COMPANY

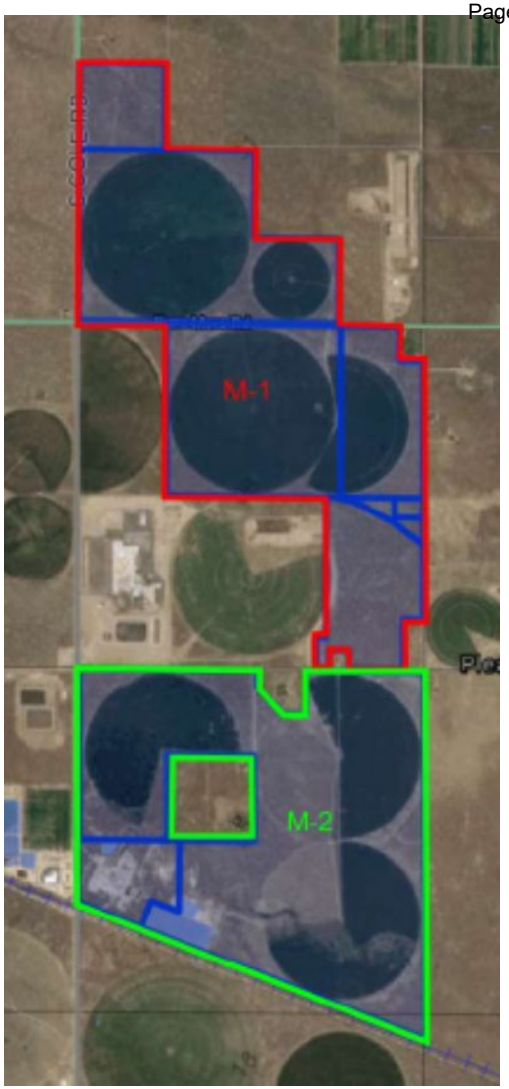
CLARK WARDLE

Development Agreement

Idaho Code 65-6511A

Have proposed two separate agreements relating to each of the zoned areas – provides future flexibility

Governs future development applications



GARDNER COMPANY

CLARK WARDLE

Development Agreement

Development Agreements Assure Kuna

- Required infrastructure will be provided and scaled as appropriate
- Fiscal considerations will be addressed
- Future project applications will address development requirements of specific uses

GARDNER COMPANY

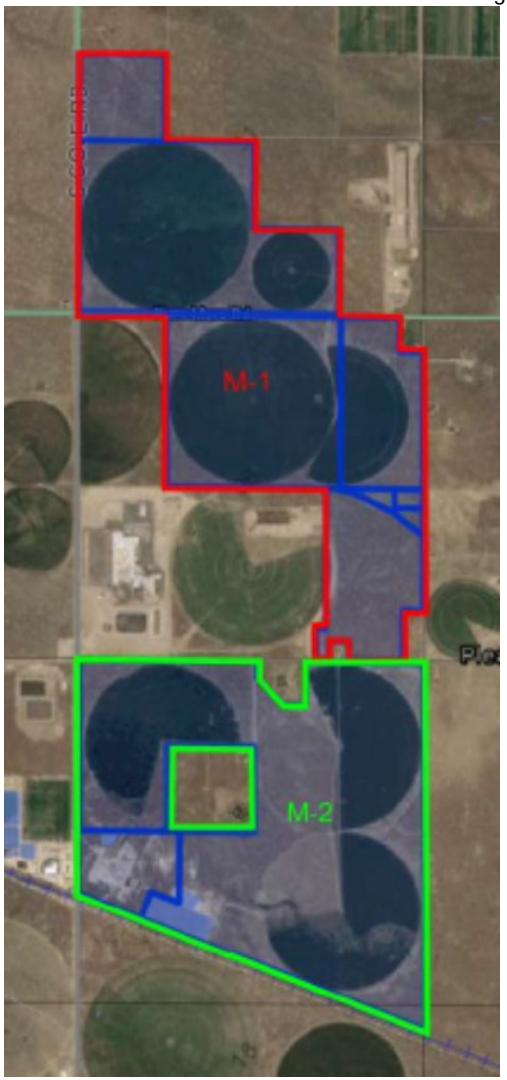
CLARK WARDLE

Conclusion

Request Approval by City Council

Agreement with Conditions of Approval

We will continue working with Staff on ultimate development



GARDNER COMPANY

CLARK WARDLE

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	)	**Case Nos. 21-11-AN (Annexation)**
	)	**21-03-DA (Development**
KC GARDNER COMPANY, LC.	)	**Agreement)**
	)	
For Annexation of Parcel Nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200.	)	**STAFF REPORT FOR THE EAST KUNA INDUSTRIAL ANNEXATION AND DEVELOPMENT AGREEMENT APPLICATIONS.**

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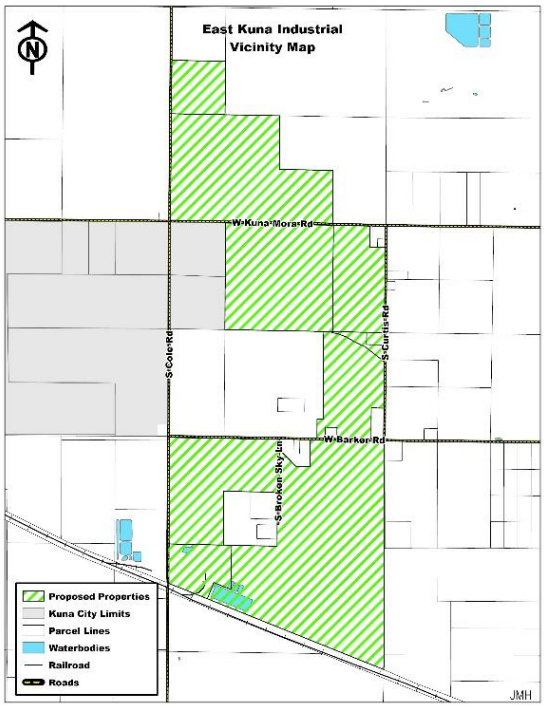


I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.4	Staff Report – City Council			X
1.2	Planning and Zoning Commission Findings of Fact			X
1.3	Planning and Zoning Commission Minutes			X
2.1	Planning and Zoning Application Coversheet			X

2.2	Annexation Application			X
2.3	Narrative			X
2.4	Legal Description – Whole Area			X
2.5	Vicinity Map			X
2.6	Warranty Deed – S1531233600			X
2.7	Warranty Deed – S2006121150			X
2.8	Warranty Deed – S2006417205 & 2006417265			X
2.9	Quit Claim Deed – S1531300000, S2006121115 & S2007111200			X
2.10	Quit Claim Deed – S2006417500			X
2.11	Quit Claim Deed – S2007111100			X
2.12	Affidavit of Legal Interest - Montierth			X
2.13	Affidavit of Legal Interest – Pleasant Valley			X
2.14	Neighborhood Meeting Certification			X
2.15	Neighborhood Meeting Sign-in			X
2.16	Commitment to Property Posting			X
2.17	Development Agreement Application			X
2.18	Development Agreements			X
2.19	Request for Agency Comment			X
2.20	Central District Health Department Comments			X
2.21	Nampa & Meridian Irrigation District Comments			X
2.22	Ada County Development Services Comments			X
2.23	Community Planning Association of Southwest Idaho comments			X
2.24	City of Kuna Public Works Department Comments			X
2.29	Ada County Highway District Comments			X
2.31	Kuna Economic Development Director Comments			X
2.25	Planning and Zoning Commission Proof of Posting			X
2.26	Planning and Zoning Commission Legal Notice Mailer			X
2.27	Planning and Zoning Commission Website Notice			X
2.28	Planning and Zoning Commission Newspaper Legal Notice			X
2.30	Planning and Zoning Commission Courtesy Mailer			X
2.32	Planning and Zoning Commission Sign-up Sheets			X
2.33	City Council Newspaper Legal Notice			X
2.34	City Council Website Notice			X
2.35	City Council Legal Notice Mailer			X
2.36	City Council Proof of Posting			X

II
PROCESS AND NOTICING

2.1 Kuna City Code (KCC), Title 1, Chapter 14, Section 3 states Annexations are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as

the decision-making body; and that Development Agreements are designated as public hearings, with the Planning and Zoning Director 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, Title 50, Chapter 2 and Title 67, Chapter 65.

2.1.1 Notifications

2.1.1.1	Neighborhood Meeting:	June 29, 2021 (six (6) attendees)
2.1.1.2	Agency Comments Request:	August 3, 2021
2.1.1.3	300 FT Property Owners Notice:	September 29, 2021
2.1.1.4	Kuna Melba News Newspaper:	September 29, 2021
2.1.1.5	Website Legal Notification:	September 29, 2021
2.1.1.6	Site Posted:	October 7, 2021

III
APPLICANTS REQUEST

3.1 KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

IV
GENERAL PROJECT FACTS

4.1 Site History

4.1.1 The property has historically been used for agricultural practices. A portion of the proposed annexation area contains an abandoned poultry processing facility.

4.2 Surrounding Land Uses

North	RP	Rural Preservation – Ada County
South	RP	Rural Preservation – Ada County
East	RP	Rural Preservation – Ada County
West	M-1 RP	Light Industrial – Kuna City Rural Preservation – Ada County

4.3 Parcel Number, Owner, Parcel Size, Current Zoning, Proposed Zoning

4.3.1 S1531233600

4.3.1.1 Owner: Ray Montierth

4.3.1.2 Parcel Size: approximately 42.92 acres

4.3.1.3 Current Zoning: RP (Rural Preservation)

4.3.1.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.2 S1531300000

4.3.2.1 Owner: Ray Montierth

4.3.2.2 Parcel Size: approximately 205.12 acres

4.3.2.3 Current Zoning: RP (Rural Preservation)

4.3.2.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.3 S2006121115

4.3.3.1 Owner: Ray Edward Montierth

4.3.3.2 Parcel Size: approximately 163.1 acres

4.3.3.3 Current Zoning: RP (Rural Preservation)

4.3.3.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.4 S2006121150

4.3.4.1 Owner: Pleasant Valley Agriculture LLC

4.3.4.2 Parcel Size: approximately 74.42 acres

4.3.4.3 Current Zoning: RP (Rural Preservation)

4.3.4.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.5 S2006417205

4.3.5.1 Owner: Ray Montierth

4.3.5.2 Parcel Size: approximately 3 acres

4.3.5.3 Current Zoning: RP (Rural Preservation)

4.3.5.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.6 S2006417265

4.3.6.1 Owner: Ray Montierth

4.3.6.2 Parcel Size: approximately 6.38 acres

4.3.6.3 Current Zoning: RP (Rural Preservation)

4.3.6.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.7 S2006417500

4.3.7.1 Owner: Ray Edward Montierth

4.3.7.2 Parcel Size: approximately 77.17 acres

4.3.7.3 Current Zoning: RP (Rural Preservation)

4.3.7.4 Proposed Zoning: M-1 (Light Manufacturing/Industrial)

4.3.8 S2007111100

4.3.8.1 Owner: Ray Edward Montierth

4.3.8.2 Parcel Size: approximately 475.6 acres

4.3.8.3 Current Zoning: RP (Rural Preservation)

4.3.8.4 Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

4.3.9 S2007111200

4.3.9.1 Owner: Ray Edward Montierth

4.3.9.2 Parcel Size: approximately 40 acres

4.3.9.3 Current Zoning: RP (Rural Preservation)

4.3.9.4 Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

4.4 Services

4.4.1 Sanitary Sewer: City services are currently unavailable.

4.4.2 Potable Water: City services are currently unavailable.

4.4.3 Fire Protection: Portions of the proposed annexation area lie within the Kuna Rural Fire District (KRFD) boundary. The remaining property will need to be annexed into the KRFD.

4.4.4 Police Protection: Kuna Police (Ada County Sheriff's Office).

4.4.5 Sanitation Services : J&M Sanitation.

4.5 Existing Structures, Vegetation, and Natural Features

4.5.1 Parcel numbers S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500 and S2007111100 contain vegetation consistent with dry-grazing fields and active irrigated Ag land. Parcel Number S2007111200 contains an abandoned poultry processing facility. The proposed annexation area has an estimated average slope of 1.5% to 5.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches throughout the majority of the proposed annexation area. Some areas directly southwest of the Kuna-Mora and Curtis Road "T" intersection and along Barker Road appear to have an estimated bedrock depth of ten (10) inches to twenty (20) inches, while others south of Barker Road show an estimate of greater than 60 inches.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the city. The FLUM indicates land use designations generally speaking, it is not the actual zone. The Future Land Use Map identifies the approximately 1088-acres as Heavy and Light Industrial and Agriculture.

4.8 Recreation and Pathways Map

4.8.1 The Recreation and Pathways Master Plan Map does not indicate a future pathway/trail or bike route through or along the proposed area to be annexed.

4.9 Agency Responses

Agency	Exhibit No.
Central District Health Department	2.20
Nampa & Meridian Irrigation	2.21
Ada County Development Services	2.22
Community Planning Association of Southwest Idaho (COMPASS)	2.23
City of Kuna Public Works Department	2.24
Ada County Highway District	2.29
City of Kuna Economic Development Director	2.31

V
TRANSPORTATION AND CONNECTIVITY

5.1 Currently, there is no development applications included with this application. The Ada County Highway District (ACHD) has provided comments detailing what would be required as a part of future development applications.

Kuna Mora Road is currently improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 49-feet of right-of-way existing along the portions of Kuna Mora Road that front the proposed annexation area. On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy, which is in included as an exhibit of

the ACHD report (exhibit 2.29). This policy identified Kuna Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections and access. With future development applications along Kuna Mora Road, applicants, at a minimum, will be required to dedicate a total of 100-feet from the centerline of Kuna Mora Road abutting the site and set all structures back 150-feet from the centerline of Kuna Mora Road. Additionally, pavement will be required to be widened at least 17-feet from the centerline plus a three (3) foot wide gravel shoulder adjacent to the entire site. ACHD policy requires a five (5) foot wide detached concrete sidewalk. Kuna City Code requires a ten (10) foot wide sidewalk within a minimum of a thirty (30) foot wide landscape buffer. The sidewalk will be required to be placed within public use easement and located a minimum of fifteen (15) feet from the property, and ninety-three (93) feet from the centerline of the roadway. The construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

A portion of Cole Road (approximately 3,962 ft) and Barker Road are currently classified as Residential Arterial roadways per the ACHD Master Street Map. The identified portion of Cole Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 50-feet of right-of-way for Cole Road. Barker Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting the site. Approximately fifty-one (51) feet of right-of-way exists along Barker Road. Future development applications fronting both Cole Road and Barker Road will be required to dedicate additional right-of-way to total 35-feet from the centerline. Both roads will be required to widen the portion of Cole Road and Barker Road a total of 17-feet from centerline. ACHD policy requires a five (5) foot wide detached sidewalk along residential arterials. It should be noted that Kuna City Code would require an eight (8) foot wide detached sidewalk. This sidewalk would need to be located within the public right-of-way and separated by a four (4) to eight (8) foot wide landscaped planter strip. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

Approximately 3,590 feet of Cole Road (south of Barker Road) is improved with two (2) travel lanes and no vertical curb, gutter or sidewalk. There is approximately fifty-seven (57) feet of right-of-way existing for this portion of Cole Road. Curtis Road is improved with two (2) travel lanes, there is currently no vertical curb, gutter or sidewalk along the approximately 3,974 feet of Curtis Road that abuts the proposed annexation area. Fifty (50) feet of right-of-way exists for Curtis Road. Future development applications fronting Cole Road south of Barker Road and Curtis Road will be required to improve these sections of Cole Road and Curtis Road as ½ of a forty (40) foot industrial street section with vertical curb and gutter. ACHD policy requires a minimum five (5) foot wide attached, or detached sidewalk. It should be noted that Kuna City Code requires an eight (8) foot wide detached sidewalk within the public right-of-way, separated from public vertical curb by a four (4) to eight (8) foot wide landscaped planter strip. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

The future development of new public and private industrial roads and intersections will need to comply with Kuna City Code and ACHD policy. Future driveway access will be required to adhere to district policy and may require an access analysis to determine if an access will be available. It should be noted that driveway access on to Kuna Mora Road will be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Interim Policy. Direct access to Kuna Mora Road is limited and may be considered temporary. In the event access is proposed onto Kuna Mora Road, future applicants will be required to submit a traffic analysis to ACHD that shows access onto Kuna Mora Road is necessary to serve the site.

VI
STAFF ANALYSIS

6.1 The applicant held a neighborhood meeting with residents within 300 ft of the proposed project area on June 29, 2021, there were six (6) attendees. Minutes of that neighborhood meeting have been provided as a part of the record (exhibit 2.14).

All nine (9) properties, consisting of approximately 1,088 acres, are currently zoned RP (Rural Preservation) within unincorporated Ada County. The applicant is proposing to annex the approximately 1,088 acres with both M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification, as indicated in section 4.3 of this report. The properties are adjacent to Kuna City Limits, which makes it eligible for consideration of annexation.

Idaho Statutes §50-222 grants cities the authority 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 allocate the costs of public services in management of development on the urban fringe.

Developments Agreements for the properties to be zoned M-1 and M-2 are proposed with this application for annexation. Per Kuna City Code Title 5, Chapter 14 and Idaho State Code Title 67, Chapter 65, § 67-6511A, the City of Kuna is permitted to require, as a condition of rezoning, that an owner or developer make a written commitment concerning the use or development of a subject real property. The Development Agreement will run with the proposed subject real properties and shall be applicable to all successors, unless modified, or modified to terminate, by the City Council. The Development Agreements list out uses allowed on the proposed subject properties, which includes all uses typically permitted within the M-1 and M-2 zoning districts as specified by the land use table within Kuna City Code. However, the Development Agreement specific to the property to be zoned M-1 indicates the potential development of Data Processing Facilities, which are recognized by Kuna City Code as an allowed use with the M-1 Zoning District, as a potential project to be constructed if the annexation is approved. Furthermore, within the agreements staff has included clauses directly related to the State Legislations' passing of House Bill 389. Future developments within the proposed annexation area will be subject to an analysis of City Property Tax Supported Services, reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by House Bill 389. The analysis and payment imposed upon the owner, if it is determined to be required, will be applied as a condition of approval on all applicable future applications within the proposed annexation area.

Staff has determined the applicant's annexation request is in compliance with Idaho Statutes §50-222 and the goals and policies set in Kuna's Comprehensive Plan. On September 28, 2021, the Planning and Zoning Commission voted 4-0-1 (Commissioner Damron was absent) to recommend approval of Case No. 21-11-AN to the City Council. Staff recommends that the City Council approve Case Nos. 21-11-AN and 21-03-DA, subject to the conditions of approval listed in section "X" of this report.

6.2 Applicable Standards

6.2.1 City of Kuna Comprehensive Plan.

6.2.2 Idaho Code, Title 50, Chapter 2, §50-222

6.2.3 Kuna City Code Title 5, Chapter 14

6.2.4 Idaho Code, Title 67, Chapter 65, §67-6511A

VII
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 21-11-AN (Annexation) and 21-03-DA (Development Agreement) including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby (*approves/conditionally approves/denies*) the Findings of Fact and Conclusions of Law for Case Nos. 21-11-AN and 21-03-DA, a request from K.C. Gardner Company LC to annex nine (9) parcels consisting of approximately 1,088 acres into Kuna City Limits with M-1 and M-2 zoning district classifications.

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

7.1 Based on the evidence contained in Case Nos. 21-11-AN and 21-03-DA, this proposal *does/does not* generally comply with the City Code.

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

7.2 The public notice requirements *have/have not* been met and the neighborhood meeting *was/was not* conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: *The applicant held a neighborhood meeting on June 29, 2021, six (6) residents attended the meeting. Neighborhood Notices were mailed out to residents within 300-FT of the proposed project site on September 29, 2021 and a legal notice was published in the Kuna Melba Newspaper and City Website on September 29, 2021. The applicant posted signs on the property on October 7, 2021.*

7.3 Based on the evidence contained in Case Nos. 21-11-AN and 21-03-DA, this proposal *does/does not* generally comply with the Comprehensive Plan.

Staff Finding: *The Comprehensive Plan designates the future land use designation of the proposed subject site as Agriculture and Heavy and Light Industrial. The applicant is requesting M-1(Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classifications.*

7.4 All private landowners *have/have not* consented to the Annexation.

Staff Finding: *All property owners have signed Affidavits of Legal Interest to allow KC Gardner Company LC to submit the Annexation request to the City of Kuna on their behalf.*

7.5 The proposed project lands are eligible for annexation into Kuna City Limits.

Staff Finding: *The parcels to be annexed have a contiguous touch to Kuna City Limits to the west.*

7.6 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 that 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.*

VIII
PROPOSED COMPREHENSIVE PLAN ANALYSIS

The Kuna City Council may *accept/reject* the Comprehensive Plan components, and shall determine if the proposed Annexation request for the site *is/is not* consistent with the following Comprehensive Plan components:

8.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant.

- Goal 1.A: Ensure land use in Kuna will support economic development.
    - Objective 1.A.3.: Utilize industrial land use designations to encourage development and expansion of industrial businesses in key locations.
        - Policy 1.A.3.a.: Designate a sufficient quantity of land on the Future Land Use Map for industrial use.
        - Policy 1.A.3.b.: Identify a large tract of land in proximity to the Union Pacific Railroad Line that is sufficient in size and scope to accommodate a variety of light and heavy industrial land uses that will also have adequate access to Meridian Road/ Highway 69 and Kuna-Mora Road and I-84.
        - 1.A.3.f.: Inventory and identify other key parcels for industrial development and poise them to be shovel-ready for development, with access to the City's public facilities, utilities and services.
        - 1.A.3.h.: Inventory and identify key parcels for industrial development/use and pose them to be shovel ready for agritourism, agri-tainment, healthcare, technology and manufacturing development, with access to the City's public facilities, utilities and services.

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

- Goal 3.A.: Ensure community design directs growth and implements sustainable land use patterns

- Objective 3.A.1.: Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.

- Goal 3.G.: Respect and protect private property rights.

  - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.

    - Policy 3.G.1.b: Ensure City land use actions, decision, 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 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.

IX
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, voted 4-0-1 (Commissioner Damron was absent) to recommend approval of Case No. 21-11-AN (Annexation), a request from KC Gardner Company, LC to annex nine (9) properties totaling approximately 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications, subject to the conditions of approval identified in Section "X" of this report.

X
COUNCIL'S ORDER OF DECISION

Note: These motions are for approval, conditional approval or denial of the Annexation and Development Agreement applications. However, if the City Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby (*approves/conditionally approves/denies*) of Case Nos. 21-11-AN (Annexation) and 21-03-DA (Development Agreement), a request from KC Gardner Company, LC to annex nine (9) properties totaling approximately 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications, subject to the following conditions of approval:

9.1 Upon future development 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:

9.1.1 The City Engineer shall approve the sewer connections.

9.1.2 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.

9.1.3 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".

9.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

9.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

9.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).

9.1.7 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.

9.2 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.

9.3 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.

9.4 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 KMIS of the City.

9.5 The developer/owner/applicant, 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.

9.6 Owner/developer/applicant, and any future assigns having an interest in any of the subject properties shall be subject to all provisions required within the applicable Development Agreement.

9.7 For all future development, the owner/developer/applicant and any future assigns having interests in any of the subject properties shall be subject to applicable processes required in Kuna City Code, unless otherwise provided for within the applicable Development Agreement.

9.8 Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

9.9 Developer/owner/applicant shall comply with all local, state and federal laws.

DATED this 19th day of October, 2021.

BEFORE THE PLANNING AND ZONING COMMISION
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **KC GARDNER COMPANY, LC.** *For Annexation of Parcel Nos. S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200.*	)	**Case No. 21-11-AN (Annexation)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF RECOMMENDED APPROVAL OF ANNEXATION APPLICATION.**

THIS MATTER came before the Planning and Zoning Commission for public hearing on September 14, 2021 and it was tabled to a date certain of September 28, 2021 for the receipt and consideration by the Planning and Zoning Commission of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application. The Planning and Zoning Commission 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*
1.1	Staff Report			X
2.1	Planning and Zoning Application Coversheet			X
2.2	Annexation Application			X
2.3	Narrative			X

2.4	Legal Description – Whole Area			X
2.5	Vicinity Map			X
2.6	Warranty Deed – S1531233600			X
2.7	Warranty Deed – S2006121150			X
2.8	Warranty Deed – S2006417205 & 2006417265			X
2.9	Quit Claim Deed – S1531300000, S2006121115 & S2007111200			X
2.10	Quit Claim Deed – S2006417500			X
2.11	Quit Claim Deed – S2007111100			X
2.12	Affidavit of Legal Interest - Montierth			X
2.13	Affidavit of Legal Interest – Pleasant Valley			X
2.14	Neighborhood Meeting Certification			X
2.15	Neighborhood Meeting Sign-in			X
2.16	Commitment to Property Posting			X
2.17	Development Agreement Application			X
2.18	Development Agreements			X
2.19	Request for Agency Comment			X
2.20	Central District Health Department Comments			X
2.21	Nampa & Meridian Irrigation District Comments			X
2.22	Ada County Development Services Comments			X
2.23	Community Planning Association of Southwest Idaho comments			X
2.24	City of Kuna Public Works Department Comments			X
2.29	Ada County Highway District Comments			X
2.31	Kuna Economic Development Director Comments			X
2.25	Planning and Zoning Commission Proof of Posting			X
2.26	Planning and Zoning Commission Legal Notice Mailer			X
2.27	Planning and Zoning Commission Website Notice			X
2.28	Planning and Zoning Commission Newspaper Legal Notice			X
2.30	Planning and Zoning Commission Courtesy Mailer			X

1.2 Hearings

1.2.1 The Planning and Zoning Commission heard this on September 28, 2021. The FCO's have been requested to go to the Planning and Zoning Commission on October 12, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Planning and Zoning Commission's September 28, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Jace Hellman, Planning and Zoning Director

1.3.1.2 Appearing for the Applicant:
Geoffrey Wardle, 251 E Front Street, Suite 310, Boise, ID 83701

1.3.1.3 Appearing in Favor:
None

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing Against:
Elver Miller, 16900 S Curtis, Kuna, ID 83634 – Testified

II
DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION 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 City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the September 14, 2021 hearing on the East Kuna Industrial Annexation in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

Newspaper	***Date Published***
Kuna Melba News	August 25, 2021

3.1.2.2 Notice for the September 14, 2021 hearing containing the legal description of the property proposed to be annexed, was mailed on August 25, 2021 to all known and affected property owners within three

hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the September 14, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on September 1, 2021. A Proof of Property Posting was provided to staff on September 2, 2021.

3.1.2.4 Notice for the September 14, 2021 hearing was posted in conspicuous places within City Hall on the Foyer Bulletin Boards and City Website.

3.1.2.5 A courtesy notice informing affected property owners within three (300) feet of the boundaries of the area described in the application that the hearing was tabled to a date certain of September 28, 2021, and was mailed on September 16, 2021.

3.1.2.6 Notice for the September 28, 2021 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 nine (9) parcels totaling approximately 1088 acres. The parcels are as follows:

3.2.1.1 S1531233600
Owner: Ray Montierth
Parcel Size: Approximately 42.92 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.2 S1531300000
Owner: Ray Montierth
Parcel Size: Approximately 205.12 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.3 S2006121115
Owner: Ray Edward Montierth
Parcel Size: Approximately 163.1 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.4 S2006121150
Owner: Pleasant Valley Agriculture LLC
Parcel Size: Approximately 74.42 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.5 S2006417205
Owner: Ray Montierth
Parcel Size: Approximately 3 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.6 S2006417265
Owner: Ray Montierth
Parcel Size: Approximately 6.38 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.7 S2006417500
Owner: Ray Edward Montierth
Parcel Size: Approximately 77.17 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.8 S2007111100
Owner: Ray Edward Montierth
Parcel Size: Approximately 475.6 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

3.2.1.9 S2007111200
Owner: Ray Edward Montierth
Parcel Size: Approximately 40 acres
Current Zoning: RP (Rural Preservation)
Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

3.2.2 All property owners have consented to the annexation and signed Affidavits of Legal Interest to allow KC Gardner Company LC to submit the annexation request to the City of Kuna on their behalf.

3.2.3 The annexation proposal generally complies with the Future Land Use Map (FLUM). The FLUM identifies the approximately 1088 acres as Heavy and Light Manufacturing/Industrial and Agriculture.

3.2.4 The annexation proposal generally complies with the following goals, objectives and policies of the Comprehensive Plan:

3.2.4.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant

- Goal 1.A.: Ensure land use in Kuna will support economic development.

- Objective 1.A.3.: Utilize industrial land use designations to encourage development and expansion of industrial businesses in key locations.

  - Policy 1.A.3.a.: Designate a sufficient quantity of land on the Future Land Use Map for industrial use.

  - Policy 1.A.3.b.: Identify a large tract of land in proximity to the Union Pacific Railroad Line that is sufficient in size and scope to accommodate a variety of light and heavy industrial land uses that will also have adequate access to Meridian Road/ Highway 69 and Kuna-Mora Road and I-84.

  - Policy 1.A.3.f.: Inventory and identify other key parcels for industrial development and poise them to be shovel-ready for development, with access to the City's public facilities, utilities and services.

  - Policy 1.A.3.h.: Inventory and identify key parcels for industrial development/use and pose them to be shovel ready for agritourism, agri-tainment, healthcare, technology and manufacturing development, with access to the City's public facilities, utilities and services.

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

- Goal 3.A.: Ensure community design directs growth and implements sustainable land use patterns.

  - Objective 3.A.1.: Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.

- Goal 3.G.: Respect and protect private property rights.

  - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.

    - Policy 3.G.1.b.: Ensure City land use actions, decision, 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 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.

3.2.5 The existing land uses and zoning designations for lands surrounding the subject parcel is as follows:

North	RP	Rural Preservation – Ada County
South	RR	Rural Residential – Ada County
East	RP	Rural Preservation– Ada County
West	M-1 RP	Light Manufacturing/Industrial – Kuna City Rural Preservation – Ada County

3.2.6 Parcel numbers S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500 and S2007111100 contain vegetation consistent with dry-grazing fields and active irrigated Ag land. Parcel Number S2007111200 contains an abandoned poultry processing facility.

3.2.7 The proposed annexation area has an estimated average slope of 1.5% to 5.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches throughout the majority of the proposed annexation area. Some areas directly southwest of the Kuna-Mora and Curtis Road "T" intersection and along Barker Road appear to have an estimated bedrock depth of ten (10) inches to twenty (20) inches, while others south of Barker Road show an estimate of greater than 60 inches.

3.2.8 The proposed parcels are outside of the nitrate priority area. Staff in not aware of any environmental issues, health or safety conflicts.

3.2.9 Currently, there is no development applications included with this application. The Ada County Highway District (ACHD) has provided comments detailing what would be required as a part of future development applications.

3.2.10 Kuna Mora Road is currently improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 49-feet of right-of-way existing along the portions of Kuna Mora Road that front the proposed annexation area. On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy, which is in included as an exhibit of the ACHD report (exhibit 2.29). This policy identified Kuna Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections and access. With future development applications along Kuna Mora Road, applicants, at a minimum, will be required to dedicate a total of 100-feet from the centerline of Kuna Mora Road abutting the site and set all structures back 150-feet from the centerline of Kuna Mora Road. Additionally, pavement will be required to be widened at least 17-feet from the centerline plus a three (3) foot wide gravel shoulder adjacent to the entire site. ACHD policy requires a five (5) foot wide

detached concrete sidewalk. Kuna City Code requires a ten (10) foot wide sidewalk within a minimum of a thirty (30) foot wide landscape buffer. The sidewalk will be required to be placed within a public use easement and located a minimum of fifteen (15) feet from the property, and ninety-three (93) feet from the centerline of the roadway. The construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

3.2.11 The portion of Cole Road (approximately 3,962 ft) and Barker Road are currently classified as Residential Arterial roadways per the ACHD Master Street Map. The identified portion of Cole Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 50-feet of right-of-way for Cole Road. Barker Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting the site. Approximately fifty-one (51) feet of right-of-way exists along Barker Road. Future development applications fronting both Cole Road and Barker Road will be required to dedicate additional right-of-way to total 35-feet from the centerline. Both roads will be required to widen the portion of Cole Road and Barker Road a total of 17-feet from centerline. ACHD policy requires a five (5) foot wide detached sidewalk along residential arterials. It should be noted that Kuna City Code would require an eight (8) foot wide detached sidewalk. This sidewalk would need to be located within the public right-of-way and separated by a four (4) to eight (8) foot wide landscaped planter strip. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

3.2.12 Approximately 3,590 feet of Cole Road (south of Barker Road) is improved with two (2) travel lanes and no vertical curb, gutter or sidewalk. There is approximately fifty-seven (57) feet of right-of-way existing for this portion of Cole Road. Curtis Road is improved with two (2) travel lanes, there is currently no vertical curb, gutter or sidewalk along the approximately 3,974 feet of Curtis Road that abuts the proposed annexation area. Fifty (50) feet of right-of-way exists for Curtis Road. Future development applications fronting Cole Road south of Barker Road and Curtis Road, will be required to improve these sections of Cole Road and Curtis Road as ½ of a forty (40) foot industrial street section with vertical curb and gutter. ACHD policy requires a minimum five (5) foot wide attached, or detached sidewalk. It should be noted that Kuna City Code requires an eight (8) foot wide detached sidewalk within the public right-of-way, separated from public vertical curb by a four (4) to eight (8) foot wide landscaped planter strip in order to comply with Kuna City Code. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

3.2.13 The future development of new public and private industrial roads and intersections will need to comply with Kuna City Code and ACHD policy. Future driveway access will be required to adhere to district policy and may require an access analysis to determine if an access will be available. It should be noted that driveway access on to Kuna Mora Road will be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Interim

Policy. Direct access to Kuna Mora Road is limited and may be considered temporary. In the event access is proposed onto Kuna Mora Road, future applicants will be required to submit a traffic analysis to the ACHD that shows access onto Kuna Mora Road is necessary to serve the site.

3.3 Testimony of the City Planner

3.3.1 Conclusions: The City Planner, in a staff report to the Planning and Zoning Commission dated September 28, 2021 confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The applicant held a neighborhood meeting with residents within 300 ft of the proposed project area on June 29, 2021, there were six (6) attendees. Minutes of that neighborhood meeting have been provided as a part of the record (exhibit 2.14).

3.3.1.2 All nine (9) properties, consisting of approximately 1,088 acres, are currently zoned RP (Rural Preservation) within unincorporated Ada County. The applicant is proposing to annex the approximately 1,088 acres with both M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification, as indicated in section 4.5 of this report. The properties are adjacent to Kuna City Limits, which makes it eligible for consideration of annexation.

3.3.1.3 Idaho Statutes §50-222 grants cities the authority 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 allocate the costs of public services in management of development on the urban fringe.

3.3.1.4 Developments Agreements for the properties to be zoned M-1 and M-2 are proposed with this application for annexation. Per Kuna City Code Title 5, Chapter 14 and Idaho State Code Title 67, Chapter 65, § 67-6511A, the City of Kuna is permitted to require, as a condition of rezoning, that an owner or developer make a written commitment concerning the use or development of a subject real property. The development agreement will run with the proposed subject real properties and shall be applicable to all successors, unless modified, or modified to terminate, by the City Council. The Development Agreements list out uses allowed on the proposed subject properties, which includes all uses typically permitted within the M-1 and M-2 zoning districts as specified by the Land Use Table within Kuna City

Code. However, the Development Agreement specific to the property to be zoned M-1 indicates the potential development of Data Processing Facilities, which are recognized by Kuna City Code as an allowed use with the M-1 Zoning District, as a potential project to be constructed if the annexation is approved. Furthermore, within the agreements staff has included clauses directly related to the State Legislations' passing of House Bill 389. Future developments within the proposed annexation area will be subject to an analysis of City Property Tax Supported Services, reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by House Bill 389. The analysis and payment imposed upon the owner, if it is determined to be required, will be applied as a Condition of Approval on all applicable future applications within the proposed annexation area.

3.3.1.5 Staff has determined the applicant's annexation request is in compliance with Idaho Statutes §50-222, and the goals and policies set in Kuna's Comprehensive Plan. Staff recommends that the Planning and Zoning Commission recommend approval of Case No. 21-11-AN to the City Council subject to the Conditions of Approval listed in section "IX" of this report, as well as any additional conditions designated by the Planning and Zoning Commission.

3.3.2 Staff Recommendations: As a result of the review, Planning and Zoning Director, Jace Hellman, recommended that the Planning and Zoning Commission recommends approval of Case No. 21-11-AN (Annexation) to the City Council, subject to the following conditions of approval:

3.3.2.1 Upon future development 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:

3.3.2.1.1 The City Engineer shall approve the sewer connections.

3.3.2.1.2 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.

3.3.2.1.3 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”.

3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).

3.3.2.1.7 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.

3.3.2.2 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.

3.3.2.3 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.

3.3.2.4 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 KMIS of the City.

3.3.2.5 The developer/owner/applicant, 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.

3.3.2.6 Owner/developer/applicant, and any future assigns having an interest in any of the subject properties shall be subject to all provisions required within the applicable Development Agreement.

3.3.2.7 For all future development, the owner/developer/applicant and any future assigns having interests in any of the subject properties shall be subject to applicable processes required in Kuna City Code, unless otherwise provided for within the applicable Development Agreement.

3.3.2.8 Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

3.3.2.9 Developer/owner/applicant shall comply with all local, state and federal laws

3.4 Other Testimony

3.4.1 9/28/2021 Public Hearing – Geoffrey Wardle, 251 E Front St, Suite 310, Boise, ID 83701 – Introduced himself as the legal council for Gardner Company. Mr. Wardle discussed the length at which this project has been in the works, the reasoning for application for zoning districts. It was explained that the proposed zoning is in compliance with the City's Comprehensive Plan and that they agreed with Staff's findings and Conditions of Approval. Additionally, Mr. Wardle discussed the information included in the Development Agreement that will be presented to the City Council.

3.4.2 9/28/2021 Public Hearing – Elver Miller, 16900 S Curtis Rd, Kuna, Idaho 83634 – expressed that he has spent years getting away from Kuna and Boise, and has concerns of his open range livestock, protections of his water rights, declining aquafer and fleeting farm land.

3.4.3 9/28/2021 Public Hearing – Geoffrey Wardle, 251 E Front St, Suite 310, Boise, ID 83701 – In his rebuttal, Mr. Wardle stated that they were sensitive to water rights and assured priority will be protected. It was emphasized that they anticipate the current quality of life of residents in the area will be impacted minimally. Future industrial users will compatible to users currently existing in the area and buffered appropriately.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

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 Planning and Zoning Commission to hear this matter as provided in Idaho Code §50-222 and Kuna City Code 1-14-3.

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 the private landowner of the parcel at issue has consented to the proposed Annexation.

VI
ORDER OF RECOMMENDING APPROVAL OF APPLICATION FOR ANNEXATION

The Kuna Planning and Zoning Commission, having reviewed 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 Recommend approval to City Council of the Annexation application (Case No. 21-11-AN).

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 12th day of October, 2021.

Lee Young, Chairman
Kuna Planning and Zoning Commission

OFFICIALS
Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Cathy Gealy, Commissioner
Tyson Garten, Commissioner

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

Planning & Zoning Commission Meeting
MINUTES
Tuesday September 28, 2021

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

1. CALL TO ORDER & ROLL CALL:

(Timestamp 00:04:50)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – In Person
Vice Chairman Dana Hennis – In Person
Commissioner Cathy Gealy – In Person
Commissioner Stephen Damron – Absent
Commissioner Tyson Garten – In Person

CITY STAFF PRESENT:
Bill Gigray, City Attorney – Via Zoom
Jace Hellman, Planning & Zoning Director – In Person
Morgan Treasure, Economic Development Director – Via Zoom
Jessica Reid, Planning Services Specialist – In Person

2. CONSENT AGENDA: ALL OF THE ITEMS LISTED ARE ACTION ITEMS

All items listed under the Consent Agenda are considered to be routine and are acted on with one (1) Motion by the Commission. There will be no separate discussion on these items unless the Chairman, a Commissioner, 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 Commission.

(Timestamp 00:05:09)
City Attorney Bill Gigray entered the meeting via Zoom but was experiencing technical difficulties with his audio.

(Timestamp 00:07:55)
1. Regular Planning and Zoning Commission Meeting Minutes Dated September 28, 2021

2. Findings of Fact & Conclusions of Law
None

(Timestamp 00:07:56)
Motion To: Approve Consent Agenda.
Motion By: Commissioner Gealy
Motion Seconded: Vice Chairman Hennis
Further Discussion: None

Voting No: None
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

3. PUBLIC HEARINGS: ALL OF THE ITEMS LISTED ARE ACTION ITEMS

(Timestamp 00:08:14)

A. *Tabled from September 14, 2021* Case No. 21-11-AN (Annexation) East Kuna Industrial – Jace Hellman, Planning & Zoning Director

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

(Timestamp 00:08:23)
Planning & Zoning Director Jace Hellman presented an overview of the request, he also reminded the Commission they were not the decision-making body on the Development Agreement but he wanted to ensure the Commission was aware there was a Development Agreement in the works.

(Timestamp 00:10:17)
City Attorney Bill Gigray re-entered the meeting via Zoom in a second attempt to resolve his audio issues. Mr. Gigray was not able to resolve the issue.

(Timestamp 00:11:08)
Mr. Hellman continued his presentation then stood for questions.

(Timestamp 00:11:33)
Chairman Young asked the Commission if there were any questions; there were not. Chairman Young requested the Applicant proceed to the podium for his presentation.

(Timestamp 00: 11:54)
Geoffrey Wardle, 251 E Front Street, Suite 310, Boise, Idaho, 83701 appeared as the Applicant's representative. Mr. Wardle presented a slideshow touching on their Annexation request and the economic development opportunities they have been pursing in the area. He confirmed himself and his client were in agreement with Staffs recommendations. Mr. Wardle explained their zoning designations followed the Comprehensive Plan and why they had requested the heavier Industrial/Manufacturing uses to be on the southern portion (i.e., railroad spur). He then explained the Development Agreement assures the City of Kuna that the infrastructure will be provided and scaled when/how appropriate; the fiscal considerations imposed by House Bill 389 would be fully addressed; and the development requirements for specific uses. Mr. Wardle explained there was not a development plan associated with the Annexation so they could work with potential users/interested parties to ensure each individual development was done in the correct zone and located in the appropriate location for their use. He stated they were in agreement with Ada County Highway Districts (ACHD) Staff Report and their requirements for

improvements to be made, setbacks, and dedication of rights-of-way. Mr. Wardle then stood for questions.

(Timestamp 00:23:56)
Chairman Young asked the Commission if they had any questions for the Applicant's Representative; there were not. Chairman Young then opened the Public Hearing and reviewed the testimony time limit and rebuttal time limit, as laid out by Open Meeting law. He also polled the audience to ensure that any individuals who did not get a chance to sign-up to testify were afforded the opportunity to do so; there were none.

Support:
None

Against:
Elver Miller, 16900 S Curtis Road, Kuna, Idaho, 83634 - Testify

Neutral:
None

(Timestamp 00:25:18)
Elver Miller testified his property laid directly east of the proposed Annexation and expressed his history of living in that area for 20 years, with a specific purpose, explaining he had open range livestock. He addressed concerns regarding the potential for additional wells depleting the water table and stated previous well drilling caused him to incur damages & additional costs from having to repeatably replace his well pump and multiple fixtures within his home. Mr. Miller also expressed his concern with current buildings, stating he did not find them safe; he was also concerned with depleting farmland areas and what he viewed as the destruction of Idaho with too much building.

(Timestamp 00:28:32)
Chairman Young thanked Mr. Elver for his testimony and proceeded to invite Mr. Wardle to rebut.

(Timestamp 00:28:56)
Mr. Wardle expressed their sensitivity to Water Rights for neighboring landowners and commented they would be acquiring Water Rights with the land they have purchased as well. Mr. Wardle stated the Idaho Department of Water Resources (IDWR) would perform what they needed to do & would make determinations accordingly. He also addressed Mr. Millers concerns regarding his quality of life and stated he did not anticipate a large impact on him due to their Annexation area not being developed into a residential neighborhood or office park, it would be continuing the industrial uses in the immediate vicinity. Mr. Wardle then stood for questions.

(Timestamp 00:30:00)
Commissioner Gealy asked Mr. Wardle what additional industrial uses he anticipated. Mr. Wardle commented they had been in talks with a variety of users & there was an industrial user contemplating the southwest corner of the Annexation area where the former Tyson facility was. He said users would be low intensity, low impact users where their facilities would be significantly buffered from adjoining property owners. Mr. Wardle further explained that part of the reason the Annexation area is so large was to provide the opportunity to provide the necessary

buffering as each user came forward. Commissioner Gealy then asked if he wan not able to be specific in regards to the users; Mr. Wardle was not able to be at this time. Commissioner Gealy asked Mr. Wardle about a possible lagoon & why it was specified. Mr. Wardle explained said they recognize that there are needs in the area with respect to wastewater, wastewater treatment & water storage; there is an exiting lagoon in the area they are acquiring but not Annexing, to assist with satisfying the future needs of users. The Applicant and their team recognize the need to work with the City on placement of wastewater treatment and ensuring adequate water is available to service the properties. Commissioner Gealy thanked Mr. Wardle.

(Timestamp 00:33:24)
Chairman Young directed the Commission into their discussion period. Commissioner Gealy discussed Ada County Highway Districts (ACHD) future plans for Kuna-Mora Road & the potential for bikeways & pathways. Chairman Young asked Commissioner Gealy if she was specifically referring to within the project or along Kuna-Mora Road itself; she answered both. She discussed ACHD's plan of Kuna-Mora Road having five (5) lanes in the future. Vice Chairman Hennis touched on Kuna-Mora Road's future improvements being in ACHD's plan for a number of years but the project dates kept shifting & provided some area history as well; he referenced the project had been pushed out as there had not been cause but it would be addressed as the area was developed. Commissioner Gealy noted ACHD had already requested the setbacks necessary along the corridor; she expressed it was hard to imagine sidewalks/bikeways along Kuna-Mora Road. Chairman Young felt those specifics would be addressed as applications for development came forward. The Commission discussed Kuna-Mora Road easements & rights-of-way further in regards to sidewalks/bikeways.

(Timestamp 00:38:02)
Commissioner Gealy shifted the conversation to "the island" in the middle of the proposed Annexation area wondering what it was. An audience member answered that it was BLM (Bureau of Land Management) land; Mr. Hellman confirmed that was correct. Chairman Young shared his thoughts on the proposed zoning designation areas & how they were separated into the two sections; he also felt it was an appropriate area & a good continuation of the existing industrial area. Vice Chairman Hennis agreed & speculated that it sounded as, from the information provided by Mr. Wardle, the potential uses seemed as though they would be low water users, especially compared to a residential development. Vice Chairman Hennis found it appropriate to have industrial uses close to the railroad spur. Commissioner Gealy also agreed with it being an appropriate area for industrial; she appreciated the M-2 zone being further removed and closer to the rail line. Vice Chairman Hennis brought up Mr. Wardle's comment that they intended to buffer the uses as much as possible from the neighbors; he liked that the Applicant & their team was aware & cognizant of that need. Chairman Young agreed and pointed out that buffers would be addressed specifically as the development application(s) came in.

(Timestamp 00:42:40)
Chairman Young closed the Public Hearing. Mr. Elver made comments from the audience & the Chairman apologized & explained the testimony period had been closed.

(Timestamp 00:43:10)
Commissioner Gealy requested clarification on whether the Commission needed to make a Motion on the Development Agreement (DA). Mr. Hellman explained the Commission was not

the decision-making body on the DA per Kuna City Code Title 1, Chapter 14, Section 3. Commissioner Gealy thanked Mr. Hellman.

(Timestamp 00:43:46)
Motion To: Recommend Approval to the City Council of Case No. 21-11-AN (Annexation) East Kuna Industrial, with the Conditions as outlined in the Staff Report.
Motion By: Commissioner Gealy
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: Non**e**
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

(Timestamp 00:44:40)
City Attorney Bill Gigray made a point of clarification regarding the Motion to specifically include Annexation & Zoning; Mr. Hellman confirmed this.

(Timestamp 00:46:42)
Motion To: Recommend Approval to the City Council of Case No. 21-11-AN (Annexation) East Kuna Industrial, with the Zoning listed within the Staff Report, as well as being subject to the Conditions as outlined in the Staff Report.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Gealy
Further Discussion: None
Voting No: Non**e**
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

(Timestamp 00:47:22)
Chairman Young proceeded to continue with the Agenda, Mr. Hellman requested a short recess to allow individuals in attendance for the first Public Hearing to file out. Commissioner Gealy reminded the audience the Case would be heard again before the City Council.

Motion To: Recess for two (2) minutes.
Motion By: Commissioner Gealy
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: Non**e**
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

(Timestamp 00:49:36)
Motion To: Reconvene the regular Planning & Zoning Meeting.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Garten
Further Discussion: None
Voting No: Non**e**
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

(Timestamp 00:49:58)

B. Case No. 21-04-ZC (Rezone), 21-05-S (Preliminary Plat) and 21-12-DR (Design Review) for Ewing Meadows Subdivision – Doug Hanson, Planner II

Sterling Land Development Inc requests a rezone for approximately 80.715 total acres to from an A (Agriculture) to an R-6 (Medium Density Residential) zone. The applicant also requests preliminary plat approval in order to subdivide the approx. 80.715 acres into 319 total lots (298 buildable lots, 21 common lots). The site is located in Section 15, Township 2 north, Range 1 West (APN: S1315212403, S13155214551, S1315244600).

(Timestamp 00:50:13)
Chairman Young noted Staff requested the item be tabled to a date certain of October 26, 2021 due to not receiving critical agency comments.

(Timestamp 00:50:28)
Motion To: Table Case Nos. 21-04-ZC (Rezone), 21-05-S (Preliminary Plat) & 21-12-DR (Design Review) for Ewing Meadows, to a date certain of October 26, 2021.
Motion By: Commissioner Gealy
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: Non**e**
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

(Timestamp 00:50:44)

C. Case No. 21-04-S (Preliminary Plat) & 21-14-DR (Design Review) Falcon Crest Golf Villages – Troy Behunin, Senior Planner

Wendy Shrief of JUB Engineers, on behalf of M3 ID Valor Golf Villages, LLC requests approval to subdivide approx. 86.03 ac. into 291 residential lots, 18 common driveway lots and 43 common lots. The subject site was annexed into Kuna City on February 5, 2019 (18-03-AN & 18-02-PUD). The site is currently zoned R-6 (Med. Den. Res.) and R-12 (High Den. Res.). The subject site is located near the northeast corner of Cloverdale and Kuna Road, Kuna, ID 83642, within Section 22, Township 2 North, Range 1 East; (APN: S1422110300).

(Timestamp 00:51:00)
Chairman Young noted Staff requested this item to be tabled to a date uncertain pending additional review.

(Timestamp 00:51:11)
Motion To: Table Case Nos. 21-04-S (Preliminary Plat) & 21-14-DR (Design Review) for Falcon Crest Golf Villages to a date uncertain.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Gealy
Further Discussion: None
Voting No: Non**e**
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

(Timestamp 00:51:25)
City Attorney Bill Gigray made a point of procedure to confirm the Case would be renoticed once Staff had it rescheduled. Chairman Young confirmed with Mr. Hellman that the Case would be renoticed.

4. *BUSINESS ITEMS:*

(Timestamp 00:52:00)
Chairman Young asked the Commissioners & Staff if there were any items to address. Vice Chairman Hennis stated he may not be present at the October 12, 2021 meeting; he would confirm as soon as possible.

(Timestamp 00:52:55)
Mr. Hellman notified the Commission there would be an upcoming Sewer Workshop with Council & he would notify them of the date as soon as it was solidified. He also let them know the Bylaws re-write was still in the works. Mr. Hellman introduced Economic Development Director Morgan Treasure in case any of the Commissioners had not had the chance to meet her in person.

(Timestamp 00:54:54)
Commissioner Gealy asked Planning Services Specialist Jessica Reid clarifying questions about a letter received by the Commissioners. Ms. Reid explained the letter was addressed to most of the Planning & Zoning Commissions, City Councils & Mayors in the Treasure Valley, as well as State Legislatures; she explained that once the Council was able to review the letter, she would touch base with the City Clerk to learn what the plan of action was. Commissioner Gealy requested that the addressee be thanked for her correspondence; she and Commissioner Garten requested Staff retain their copies of the letter.

5. *ADJOURNMENT:*

(Timestamp 00:56:18)
Motion To: Adjourn.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Gealy
Further Discussion: None
Voting No: None
Absent: 1
Motion Passed: 4-0-1, Commissioner Damron was absent.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Jace Hellman, Planning and Zoning Director
Kuna Planning and Zoning Department

Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

File No.(s): 21-11-AN & 21-03-DA

Project Name: East Kuna Industrial

Date Received: Coversheet 07.20.2021, Attachments 07.21.2021

Date Accepted as Complete: 08.03.2021

Type of review requested (check all that apply):

✔	Annexation		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review	✔	Development Agreement
	Final Planned Unit Development		Final Plat
	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat		Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant (Developer) Information

Name: _____

Address: _____

Phone: _____ Email: _____

Engineer/Representative Information

Name: _____

Address: _____

Phone: 208-939-4041 Email: tamara@thelandgroupinc.com

Subject Property Information

Site Address: See Letter of Intent Exhibit A

Nearest Major Cross Streets: Kuna Mora Road and Cole Road

Parcel No.(s): _____

Section, Township, Range: SEC 31 2N 2E, SEC 6 1N 2E, SEC 7 1N 2E

Property Size: 1087.71 acres

Current Land Use: Ag Proposed Land Use: Industrial

Current Zoning: Ag Proposed Zoning: M-1 & M-2

Project Description

Project Name: East Kuna Industrial

General Description of Project: Annex approximately 1088 acres to the City of Kuna.
The proposed zoning is M-1 north of Barker Road and M-2 south of Barker Road.

Type of proposed use (check all that apply and provide specific density/zoning):
☐ Residential: R-2 R-4 R-6 R-8 R-12 R-20 ☐ Commercial: C-1 C-2 C-3 ☐ CBD
☐ Office ■ Industrial: M-1 M-2 ☐ Other: _____

Type(s) of amenities provided with development: _____

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe: _____

Will any existing buildings remain? YES NO

No. of Residential Units: _____ No. of Building Lots: _____

No. of Common Lots: _____ No. of Other Lots: _____

Type of dwelling(s) proposed (check all that apply):
☐ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other: _____

Minimum square footage of structure(s): _____

Gross Density (Dwelling Units ÷ Total Acreage): _____

Net Density (Dwelling Units ÷ Total Acreage not including Roads): _____

Percentage of Open Space provided: _____ Acreage of Open Space: _____

Type of Open Space provided (i.e. public, common, landscaping): _____

_____

_____

Non-Residential Project Summary (If Applicable)

Number of building lots: TBD Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

_____

_____

_____

_____

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.

Annexation Application

PO Box 13 | 751 W. 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

Annexation requires Public Hearings with both the Planning & Zoning Commission and City Council. Public Hearing signs will be required to be posted by the Applicant for both meetings. Sign posting regulations are available online in Kuna City Code 5-1A-8.

****Office Use Only****

Case No(s).: 21-11-AN

Project Name: East Kuna Industrial

Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by Staff

Date Received: Coversheet 07.20.2021, Attachments 07.21.2021

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet.
- Complete Annexation Application (*It is the Applicant's responsibility to use the most current application.*)
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code 5-13 and Idaho Code §50-222.
- Legal Description of Annexation Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.

This application shall not be considered complete (nor will a Public Hearing be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled hearing date, fees due, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the Applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

Applicant Signature: Jamara Thompson _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

THE LAND GROUP

July 19, 2021

Doug Hanson
Kuna Planning & Zoning Department
751 W 4th St
Kuna, ID 83634

Re: East Kuna Industrial | Kuna Annexation and Zoning

Dear Mr. Hanson,

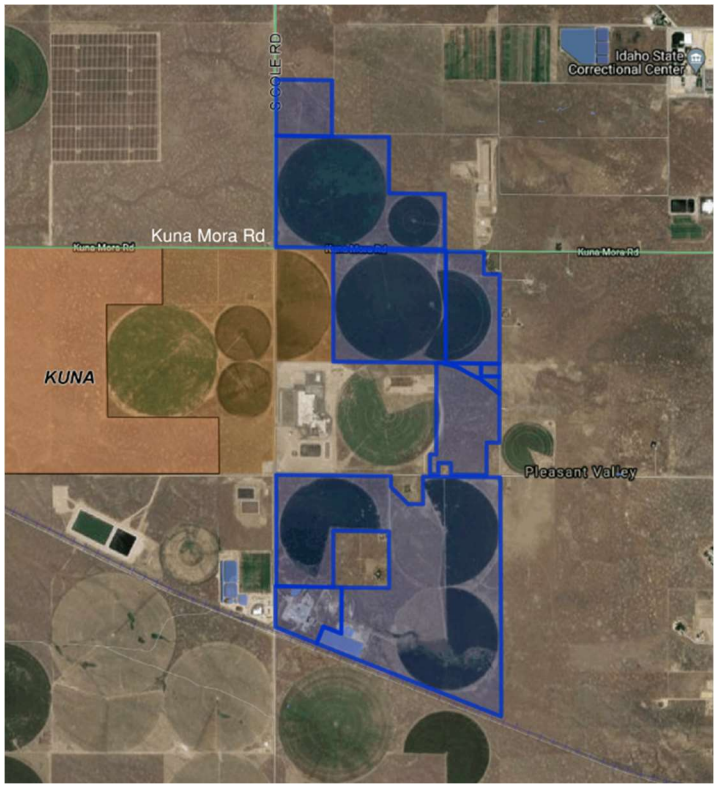
On behalf of Gardner Company, we are pleased to submit the enclosed Annexation and Zoning application. The subject properties are located generally north and south and Kuna Mora Road, east of Cole Road. The properties are highlighted in blue on the vicinity map below.

The parcels are in the Kuna Area of City Impact and are contiguous to Kuna city limits.

The annexation area consists of approximately 1088 acres. See exhibit A for a table listing the parcel numbers, property address, owner name, as well as the proposed zoning designation upon annexation.

The parcels are currently zoned RP in Ada County. The proposed zoning upon annexation is M-1 north of Barker Road and M-2 south of Barker Road.

The parcels are currently designated as Light Industrial and Agriculture in the City of Kuna's 2019 Future Land Use Map.



Vicinity Map

The annexation and zoning requested is consistent with the Comprehensive Plan's goals and objectives to support industrial development and provide diverse economic opportunities within the city, including the following:

- "1.A.3.g. Proactively focus on future planning around public infrastructure to increase the chances of new industrial projects locating to the City of Kuna."
- "3.E.1.b. Provide adequate space for industrial developments, so they may benefit from economies of scale and proximity to one another."
- "3.E.1.c. Encourage the development of industrial land uses in areas that are not averse to neighboring areas."

Annexation of the parcels to the City of Kuna will support the orderly development of the city and will enable the orderly development of private lands. The request is a Category A Annexation (all owners have consented to annexation). The annexation is pursuant to Idaho Code 50-222, 50-301, 67-6508, and 67-6511; and Kuna City Code.

The application proposes to annex the properties to the City of Kuna with M-1 or M-2 zoning designation per the map below and Exhibit A.

A neighborhood meeting was held on June 29, 2021. A pre-application meeting was held July 19, 2021.

Please do not hesitate to let me know if we can provide any additional information. I can be reached via email to tamara@thelandgroupinc.com or at 208-939-4041.

Sincerely,

Tamara Thompson
Director of Client Services

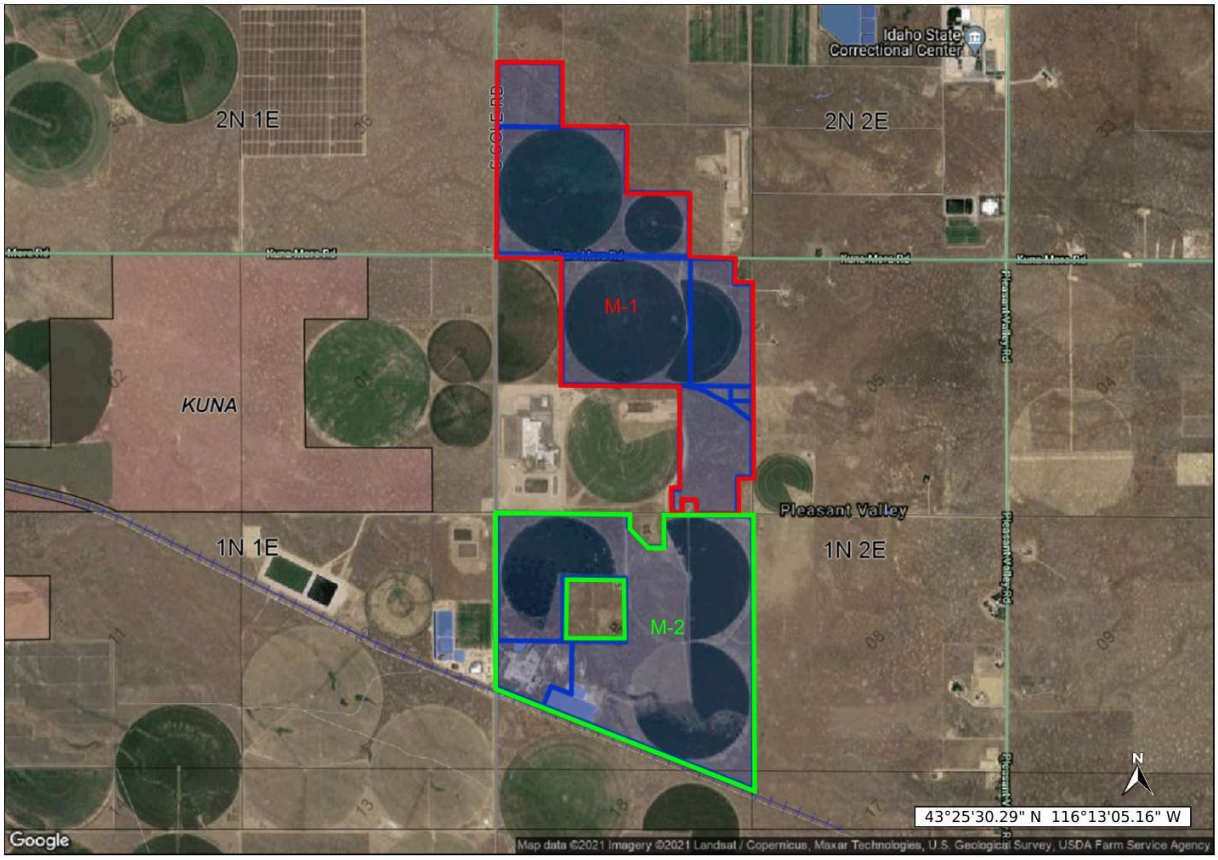
Exhibit A

County	Parcel	Primary Owner	Property Address	Property City	Acres	Current Zoning	Proposed Zoning
Ada	S1531233600	MONTIERTH RAY	S COLE RD	KUNA, ID 83634-0000	42.92	RP	M-1
Ada	S1531300000	MONTIERTH RAY	6990 W KUNA MORA RD	KUNA, ID 83634-0000	205.12	RP	M-1
Ada	S2006121115	MONTIERTH EDWARD RAY	W KUNA MORA RD	KUNA, ID 83634-0000	163.1	RP	M-1
Ada	S2006121150	PLEASANT VALLEY AGRICULTURE LLC	W KUNA MORA RD	KUNA, ID 83634-0000	74.42	RP	M-1
Ada	S2006417205	MONTIERTH RAY	S CURTIS RD	KUNA, ID 83634-0000	3	RP	M-1
Ada	S2006417265	MONTIERTH RAY	S CURTIS RD	KUNA, ID 83634-0000	6.38	RP	M-1
Ada	S2006417500	MONTIERTH EDWARD RAY	S CURTIS RD	KUNA, ID 83634-0000	77.17	RP	M-1
Ada	S2007111100	MONTIERTH EDWARD RAY	S COLE RD	KUNA, ID 83634-0000	475.6	RP	M-2
Ada	S2007111200	MONTIERTH EDWARD RAY	18300 S COLE RD	KUNA, ID 83634-0000	40	RP	M-2
					1087.71		

landproDATA

Kuna Annexation / Zoning

Vicinity Map



Jun 29, 2021 - landproDATA.com
Scale: 1 inch approx 2500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714 | P 208.898.0012

July 21, 2021
Peregrine - East Kuna
Annexation Description
Project No. 297-7875-012

ANNEXATION

A parcel of land situated in portions of Sections 6, 7 & 18, Township 1 North, Range 2 East, and a portion of Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North 0°27'47" East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31;

Thence following the westerly line of said Section 31, North 0°27'07" East a distance of 1,320.12 feet to the Northwest Corner of Government Lot 2 of said Section 31;

Thence leaving said westerly line and following the northerly line of said Government Lot 2, South 89°06'19" East a distance of 1,397.80 feet to the Northeast Corner of said Government Lot 2;

Thence leaving said northerly line and following the easterly line of said Government Lot 2, South 0°35'38" West a distance of 1,323.61 feet to the Southeast Corner of said Government Lot 2;

Thence leaving said easterly line and following the northerly line of the Southwest One Quarter of said Section 31, South 88°57'43" East a distance of 1,307.04 feet to the Center One Quarter Corner of said Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of Section 31, South 0°24'46" West a distance of 1,325.87 feet to the Northwest Corner of the Southwest One Quarter of the Southeast One Quarter of said Section 31;

Thence leaving said easterly line and following the northerly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 88°47'54" East a distance of 1,318.72 feet to the Northeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 0°07'25" West a distance of 1,329.94 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said easterly line and following the southerly line of said Section 31, South 88°38'42" East a distance of 925.37 feet;

Thence leaving said southerly line, South 0°27'32" West a distance of 545.00 feet;

Thence South 88°38'43" East a distance of 400.00 feet to a point on the easterly line of said Section 6;

Thence following said easterly line, South 0°27'32" West a distance of 2,107.72 feet to the East One Quarter Corner of said Section 6;

Thence following said easterly line, South 0°26'06" West a distance of 1,866.42 feet;

Thence leaving said easterly line, North 88°56'56" West a distance of 330.00 feet;

Thence South 0°26'06" West a distance of 792.00 feet to a point on the southerly line of said Section 6;

Thence following said southerly line, South 88°56'56" East a distance of 330.00 feet to the Southeast Corner of said Section 6;

Thence leaving said southerly line and following the easterly line of said Section 7, South 0°07'01" West a distance of 2,674.00 feet to the East One Quarter Corner of said Section 7;

Thence following the easterly line of said Section 7, South 0°06'03" West a distance of 2,632.33 feet to the Southeast Corner of said Section 7;

Thence leaving said easterly line and following the easterly line of said Section 18, South 1°12'17" West a distance of 364.70 feet to a point on the northerly right-of-way line of the Union Pacific Railroad;

Thence leaving said easterly line and following said northerly right-of-way line, North 68°05'51" West a distance of 5,752.78 feet to a point on the westerly line of said Section 7;

Thence leaving said northerly line and following the westerly line of said Section 7, North 0°20'08" East a distance of 963.47 feet to the West One Quarter Corner of said Section 7;

Thence following the westerly line of said Section 7, North 0°20'06" East a distance of 2,659.42 feet to the Northwest Corner of said Section 7;

Thence leaving said westerly line and following the northerly line of said Section 7, South 88°56'59" East a distance of 2,693.27 feet to the North One Quarter Corner of said Section 7;

Thence following said northerly line, South 88°56'56" East a distance of 50.00 feet;

Thence leaving said northerly line, South 0°14'12" West a distance of 280.06 feet;

Thence South 44°37'38" East a distance of 575.09 feet;

Thence South 88°56'05" East a distance of 352.75 feet;

Thence North 0°14'10" East a distance of 681.99 feet to a point on the said northerly line of Section 7;

Thence following said northerly line, South 88°56'56" East a distance of 164.90 feet;

Thence leaving said northerly line, North 0°23'35" East a distance of 495.01 feet;

Thence South 88°56'56" East a distance of 147.50 feet;

Thence North 0°23'35" East a distance of 2,163.90 feet to a point on the southerly line of the South One Half of said Section 6;

Thence following said southerly line, North 88°55'52" West a distance of 2,441.18 feet to the Southeast Corner of Government Lot 5 of said Section 6;

Thence leaving said southerly line and following the easterly line if said Government Lot 5 & Government Lot 4 of said Section 6, North 0°24'23" East a distance of 2,663.17 feet to the Northeast Corner of Government Lot 4 of said Section 6;

Thence leaving said easterly line and following the northerly line of said Section 6, North 89°03'15" West a distance of 1,388.14 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM:

A parcel of land situated in a portion of Sections 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Southeast Corner of said Section 6, thence following the southerly line of said Section 6, North 88°56'56" West a distance of 1,173.33 feet to the POINT OF BEGINNING.

Thence following said southerly line, North 88°56'56" West a distance of 295.00 feet;

Thence leaving said southerly line, North 0°23'21" East a distance of 295.00 feet;

Thence South 88°56'56" East a distance of 295.00 feet;

Thence South 0°23'21" West a distance of 295.00 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM:

A parcel of land situated in a portion of Sections 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the West One Quarter Corner of said Section 7, thence following the southerly line of Northwest One Quarter of said Section 7, North 88°47'38" West a distance of 1,376.34 feet to the POINT OF BEGINNING.

Thence following said southerly line, South 88°47'43" East a distance of 1,321.51 feet to the Center One Quarter Corner of said Section 7;

Thence leaving said southerly line and following the easterly line of said Northwest One Quarter of Section 7, North 0°14'15" East a distance of 1,333.35 feet to the Northeast Corner of the Southeast One Quarter of the said Northwest One Quarter of Section 7;

Thence leaving said easterly line and following the northerly line of said Southeast One Quarter of the Northwest One Quarter of Section 7, North 88°52'16" West a distance of 1,321.15 feet to the Northwest Corner of the said Southeast One Quarter of the Northwest One Quarter of Section 7;

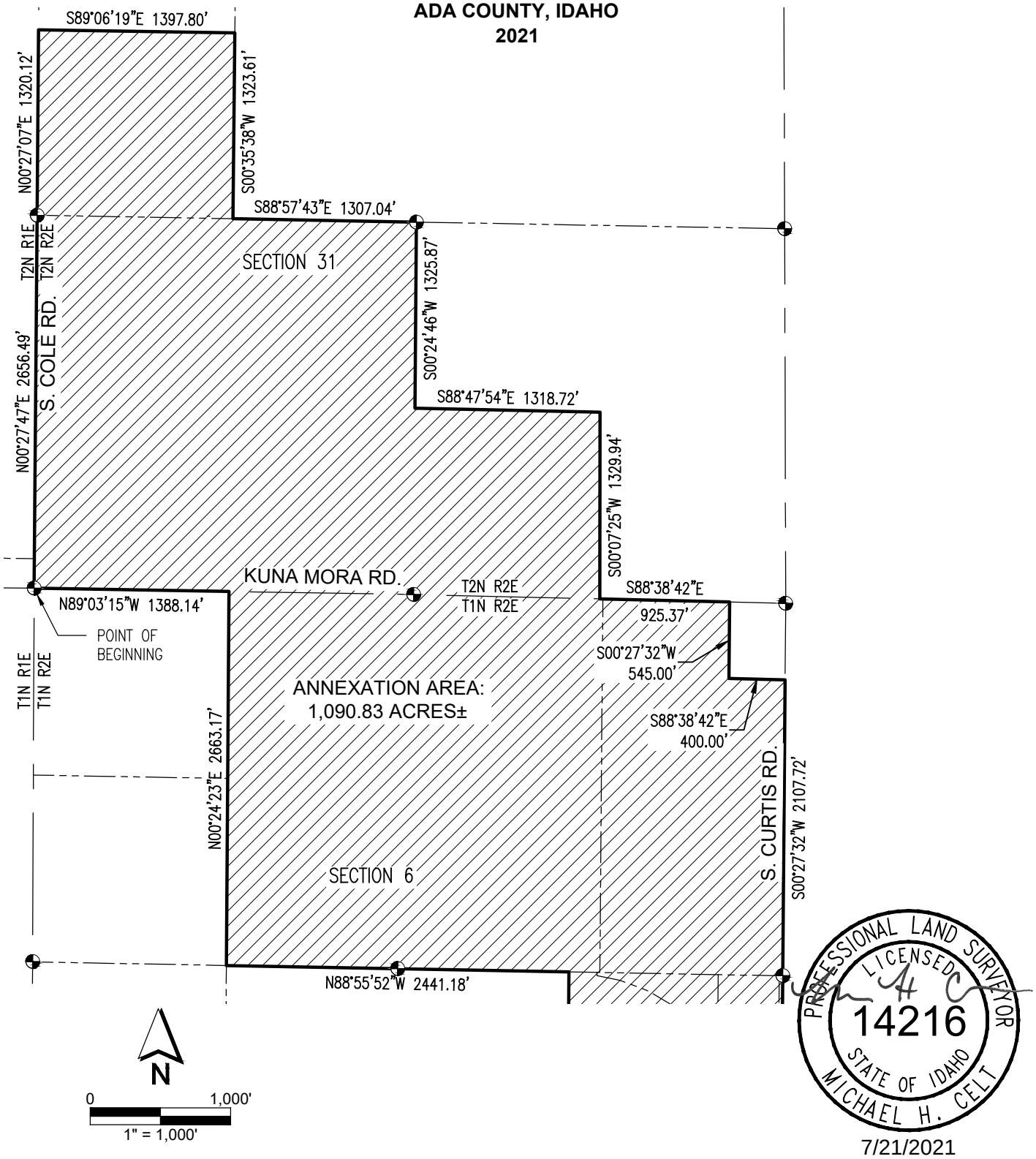
Thence leaving said northerly line and following the westerly line of said Southeast One Quarter of the Northwest One Quarter of Section 7, South 0°15'06" West a distance of 1,331.60 feet to the POINT OF BEGINNING

The above-described parcel of land contains 1,090.83 acres, more or less. This description is for annexation purposes only and is not intended for use to transfer title ownership or legally define parcel boundaries.

7/21/2021

EXHIBIT MAP

LOCATED IN SEC. 6, 7 & 18, T1N, R2E, & SEC. 31, T2N, R2E, BOISE MERIDIAN, ADA COUNTY, IDAHO 2021



PROFESSIONAL LAND SURVEYOR
LICENSED
14216
STATE OF IDAHO
MICHAEL H. CELT

7/21/2021

PROJECT: PEREGRINE - EAST KUNA

ANNEXATION

DATE: JULY 21, 2021 SHEET 1 OF 2

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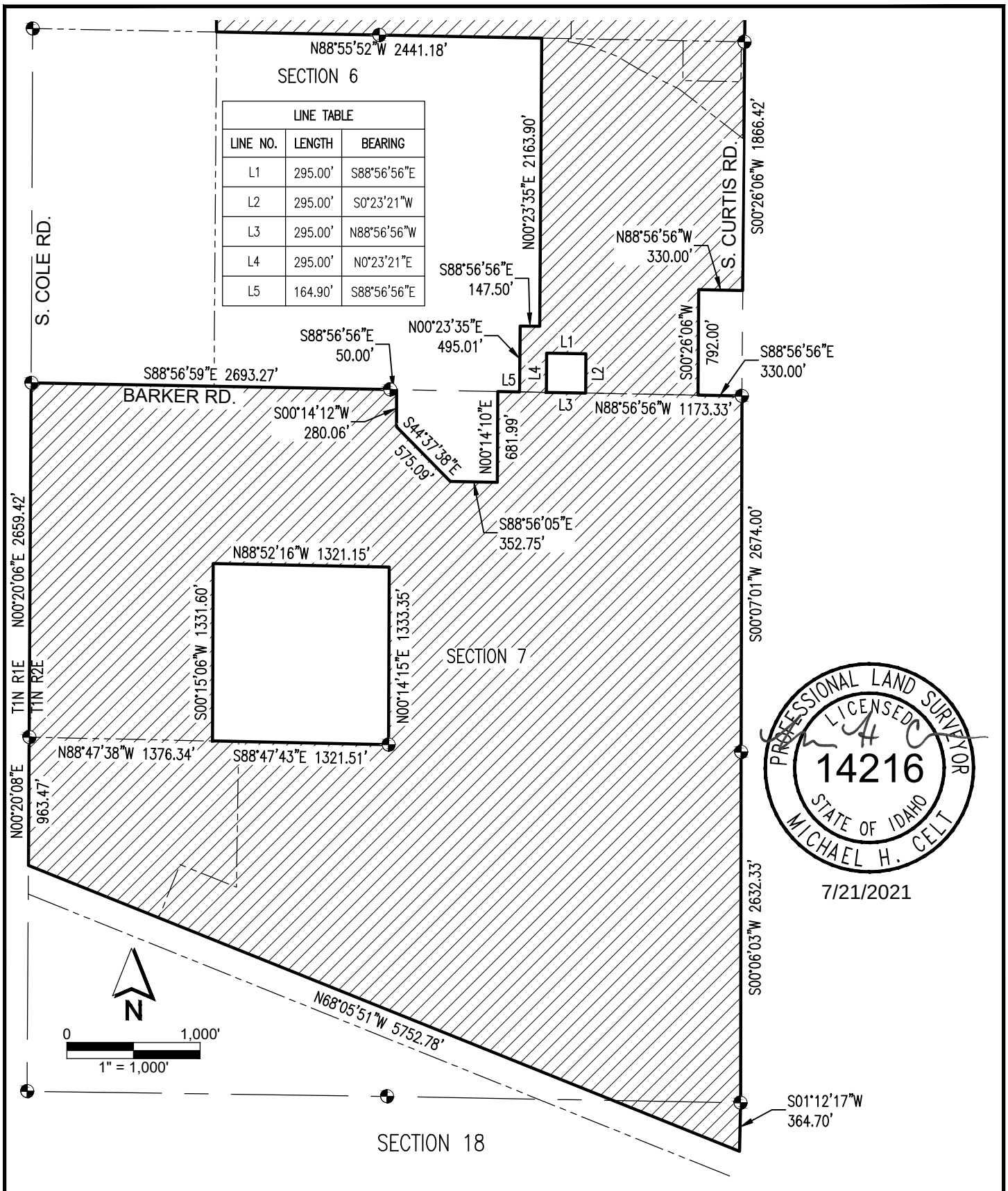
P 208.898.0012
WWW.PARAMETRIX.COM



LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	295.00'	S88°56'56"E
L2	295.00'	S0°23'21"W
L3	295.00'	N88°56'56"W
L4	295.00'	N0°23'21"E
L5	164.90'	S88°56'56"E

PROFESSIONAL LAND SURVEYOR
LICENSED
14216
STATE OF IDAHO
MICHAEL H. CELT

7/21/2021

PROJECT: PEREGRINE - EAST KUNA

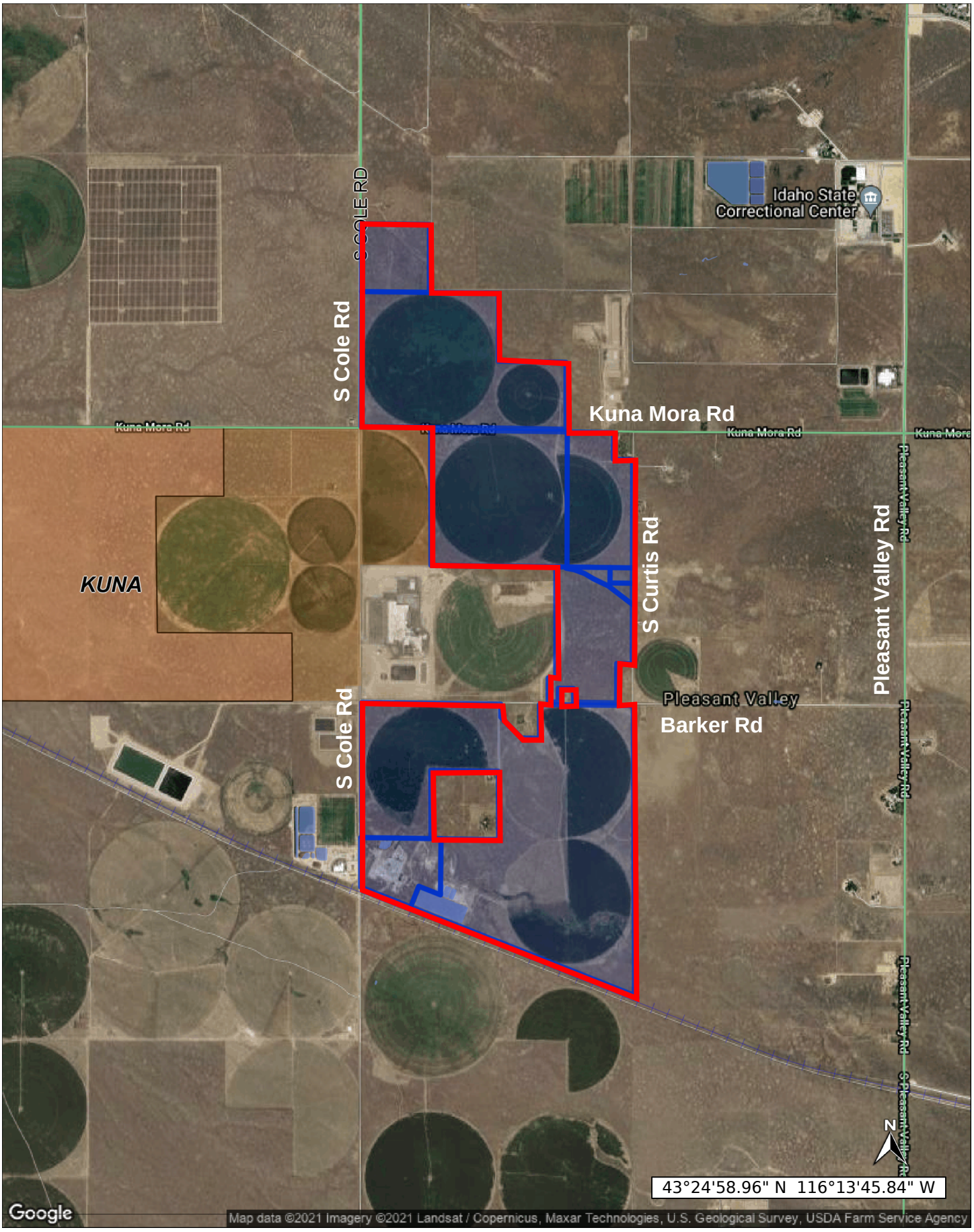
ANNEXATION

DATE: JULY 21, 2021 SHEET 2 OF 2

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
P 208.898.0012
WWW.PARAMETRIX.COM

Gardner Annexation - Kuna

Vicinity Map

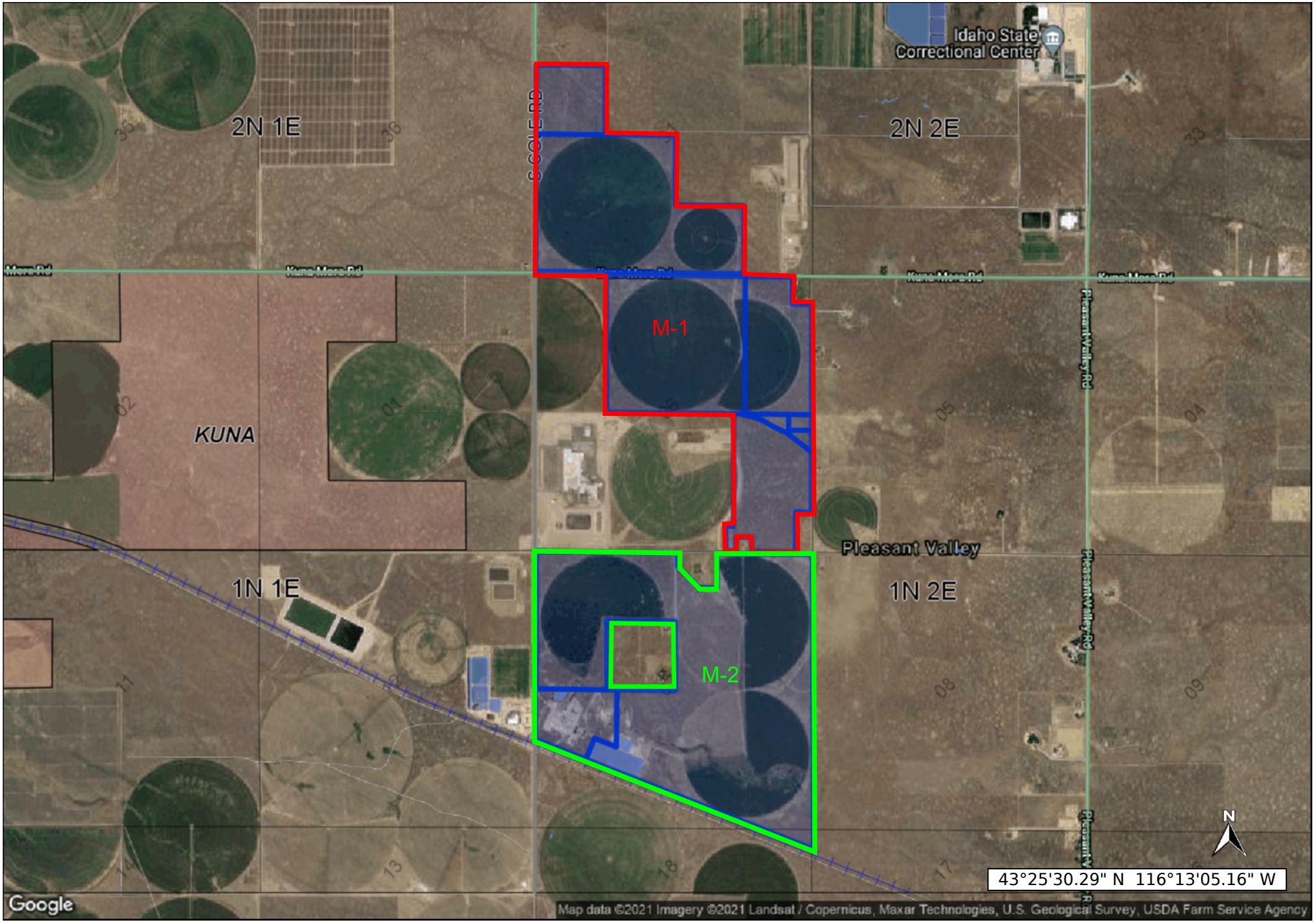


Jun 11, 2021 - landproDATA.com
Scale: 1 inch approx 2500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

Kuna Annexation / Zoning

Vicinity Map



Jun 29, 2021 - landproDATA.com
Scale: 1 inch approx 2500 feet

The materials available at this website are for informational purposes only and do not constitute a legal document.

PioneerTitleCo.
GOING BEYOND

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=1 BONNIE OBERBILLIG
PIONEER TITLE COMPANY OF ADA COUNTY

2016-050800
06/10/2016 02:57 PM
$10.00

8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 596613 SRM/DG

WARRANTY DEED

For Value Received Delmar Albert Last , an unmarried person

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ray Montierth and Susan Montierth, husband and wife

hereinafter referred to as Grantee, whose current address is 825 Heartland Dr Nampa, ID 83686

The following described premises, to-wit:

Lots 1 and 2, Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: June 6, 2016

Delmar Albert Last
Delmar Albert Last

State of Idaho, County of Ada

On this 10 day of June in the year of 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Delmar Albert Last known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Susan J. Merritt
Residing at: Caldwell Id
Commission Expires: 5-5-2017

SUSAN J. MERRITT NOTARY PUBLIC STATE OF IDAHO

PioneerTitleCo.
GOING BEYOND

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 NIKOLA OLSON
PIONEER TITLE COMPANY OF ADA COUNTY

2019-018550
03/08/2019 11:33 AM
$15.00

8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 670095 SRM/GL

WARRANTY DEED

For Value Received Edward Ray Montierth and Susan Montierth, husband and wife hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Pleasant Valley Agriculture LLC, a Limited Liability Company

hereinafter referred to as Grantee, whose current address is 16250 S. Curtis Road Kuna, ID 83634
The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: March 5, 2019

Edward Ray Montierth

Susan Montierth

State of Idaho, County of Ada

This record was acknowledged before me on 3-7-19 by Edward Ray Montierth and Susan Montierth

Signature of notary public
Commission Expires:

Residing at Caldwell, ID
My Commission Expires: 05-05-2023

SUSAN J. MERRITT
COMMISSION #8170
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

PARCEL B of ROS 11735:
CAVALIERI PARCEL:

A portion of the NE1/4 of Section 6, T.1N., R.2E., B.M., Ada County, Idaho being more particularly described as follows:

Commencing at the N1/4 of corner of said Section 6 from which the NE corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1,348.00 feet to the REAL POINT OF BEGINNING.

thence continuing along said North boundary line South 89°00'46" East, 902.76 feet;

thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;

thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the E1/4 corner of said Section 6;

thence the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the REAL POINT OF BEGINNING.

PioneerTitleCo.
GOING BEYOND

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=2 DAWN TRIVOLIS
PIONEER TITLE COMPANY OF ADA COUNTY

2016-012069
02/12/2016 10:50 AM
$13.00

8151 W. Rifleman Street
Boise, ID 83704

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 588064 SRM/JAS

WARRANTY DEED

For Value Received

Bill E. Wegener an unmarried man

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Ray Montierth and Susan Montierth, husband and wife

hereinafter referred to as Grantee, whose current address is 825 Heartland Dr Nampa, ID 83686

The following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: February 9, 2016

Bill E. Wegener

State of Idaho, County of Twin Falls

On this 11th day of February in the year of 2016 , before me, the undersigned, a Notary Public in and for said State, personally appeared Bill E. Wegener known or identified to me to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Notary Public
Residing at: Twin Falls
Commission Expires: 7-30-19

R. KYLE CLEMENTS
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT A

PARCEL l:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AS SHOWN ON RECORD SURVEY NO. 2989, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO, 94088073, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PLOW SHEAR MARKING THE EAST QUARTER CORNER OF THE SAID SECTION 6, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6,
THENCE NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 25.00 FEET TO AN IRON PIN, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING,
THENCE CONTINUING, NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 435.60 FEET TO AN IRON PIN, LEAVING THE SAID NORTHERLY BOUNDARY, SOUTH 00 DEGREES 26' 18" WEST A DISTANCE OF 300.02 FEET TO AN IRON PIN,
THENCE SOUTH 88 DEGREES 55' 30" EAST A DISTANCE OF 435.60 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CURTIS ROAD, THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE NORTH 00 DEGREE 26' 18" EAST A DISTANCE OF 300.02 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AS SHOWN ON RECORD OF SURVEY 2989, FIELD FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO, 94088073, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING A PLOW SHEAR MARKING THE EAST QUARTER CORNER OF THE SAID SECTION 6, THENCE ALONG THE EASTERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, WHICH IS ALSO THE CENTERLINE OF SOUTH CURTIS ROAD,
THENCE SOUTH DO DEGREE 26' 18" WEST A DISTANCE OF731.12 FEET TO A P.K. NAIL, THENCE LEAVING THE SAID EASTERLY BOUNDARY, NORTH 52 DEGREES 12' 52" WEST A DISTANCE OF 618.47 FEET TO AN IRON PIN,
THENCE NORTH 64 DEGREES DO' 03" WEST A DISTANCE OF 325.55 FEET TO AN IRON PIN, THECE NORTH 59 DEGREES 10' 28" WEST A DISTANCE OF 199.02 FEET TO AN IRON PIN, THENCE NORTH 69 DEGREES 11' 43"WEST A DISTANCE OF 215.47 FEET TO AN IRON PIN, THENCE NORTH 78 DEGREES 43' 10" WEST A DISTANCE OF 166.61 FEET TO AN IRON PIN ON THE WESTERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THENCE ALONG THE SAID WESTERLY BOUNDARY, NORTH 00 DEGREE 23' 54" EAST A DISTANCE OF 23.16 FEET TO AN IRON PIN MARKING THE NORTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER, SOUTH 88 DEGREES 55' 30" EAST A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

A PARCEL OF LAND BEING A PORTION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO AS SHOWN ON RECORD OF SURVEY 2989, FIELD FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOISE, IDAHO, UNDER INSTRUMENT NO, 94088073, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PLOW SHEAR MARKING THE EAST QUARTER CORNER OF THE SAID SECTION 6, THENCE ALONG THE NORTHERLY BOUNDARY OF THE SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 6,
THENCE NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 25.00 FEET TO AN IRON PIN, ALSO SAID POINT BEING THE REAL POINT OF BEGINNING,
THENCE CONTINUING, NORTH 88 DEGREES 55' 30" WEST A DISTANCE OF 435.60 FEET TO AN IRON PIN, LEAVING THE SAID NORTHERLY BOUNDARY, SOUTH 00 DEGREES 26' 18" WEST A DISTANCE OF 300.02 FEET TO AN IRON PIN,
THENCE SOUTH 88 DEGREES 55' 30" EAST A DISTANCE OF 435.60 FEET TO AN IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF SOUTH CURTIS ROAD, THENCE ALONG THE SAID WESTERLY RIGHT OF WAY LINE NORTH 00 DEGREE 26' 18" EAST A DISTANCE OF 300.02 FEET TO THE POINT OF BEGINNING.

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 25.00 6
BOISE IDAHO 08/19/13 04:53 PM
DEPUTY Lisa Batt
RECORDED – REQUEST OF
Ray Montierth

113095047

QUIT-CLAIM DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, Tyson Fresh Meats, Inc., a Delaware Corporation ("Grantor") does hereby remise, release, and quit-claim unto Ray Montierth and Susan Montierth (collectively, "Grantee"), all of Grantor's right, title, interest, and claim in and to that certain real property located in Ada County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein (the "Premises").

TO HAVE AND HOLD the Premises, subject to the deed restriction set forth on Exhibit B attached hereto and incorporated herein, together with all the appurtenances thereunto, of all interest, equity and claim whatsoever Grantor may have, either in law or equity, unto Grantee, and Grantee's successors and assigns forever.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed this 12 day of August, 2013.

GRANTOR:

TYSON FRESH MEATS, INC.

By: _____
Name: Nathan Hodne
Title: Vice President and Assistant Secretary

State of Arkansas)
S.S.
County of Washington)

On this 12 day of August, in the year of 2013, before me the undersigned notary public, personally appeared Nathan Hodne, known or identified to me to be the Vice President and Assistant Secretary of Tyson Fresh Meats, Inc., on behalf of said corporation, and acknowledged to me that such corporation executed the same.

BRANDY S. BILDERBACK
MY COMMISSION EXPIRES
February 25, 2015
NOTARY PUBLIC, STATE OF ARKANSAS
WASHINGTON COUNTY

_____
Notary Public for Arkansas
Residing at Arkansas
My Commission expires 2-25-15

Exhibit A

Legal Description

Parcel 1:

Lots 3 and 4 and the East ½ of the Southwest ¼; and the Southwest ¼ of the Southeast ¼, all in Section 31, Township 2 North, Range 2 East of the Boise Meridian, in Ada County, State of Idaho.

Parcel 2:

The East ½ of the Northwest ¼; and the Northeast ¼, all in Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

EXCEPTING THEREFROM: A parcel of land in the Northeast ¼ of Section 6, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the Northeast corner of Section 6, Township 1 North, Range 2 East, Boise-Meridian; thence
West along the North section line of Section 6 a distance of 400.00 feet to a point; thence
South parallel to the East section line of Section 6 a distance of 545.00 feet to a point; thence
East parallel to the North section line of Section 6 a distance of 400.00 feet to the intersection of the East section line of Section 6; thence
North along the East section line of Section 6 a distance of 545.00 feet to the POINT OF BEGINNING.

Parcel 3:

East ½ of the Southwest ¼ of Section 6, Township 1 North, Range 2 East of the Boise Meridian, Ada County, Idaho.

Parcel 4:

The West ½ of the Southeast ¼ of Section 6, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho;

EXCEPT that portion described as follows:

Beginning at the Southeast corner of the Southwest ¼ of the Southeast ¼ of said Section 6; thence
North 295.00 feet; thence
West 147 ½ feet; thence
South 295 feet to a point; thence
East 147 ½ feet to the POINT OF BEGINNING.

Parcel 5:

Northeast ¼ of the Northeast ¼ and the Southeast ¼ of the Northeast ¼ of Section 7, Township 1 North, Range 2 East, of the Boise Meridian, Ada County, Idaho.

Parcel 6:

Northwest ¼ of the Northeast ¼ of Section 7 and the Southwest ¼ of the Northeast ¼ of Section 7, all in Township 1 North, Range 2 East of the Boise-Meridian, records of Ada County, State of Idaho.

EXCEPTING THEREFROM a parcel of land situated in the Northeast ¼ of Section 7, Township 1 North, Range 2 East, Boise-Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the North quarter corner of said Section 7, a point marked by an aluminum cap; thence along the North line of said Section 7, South 89°19'04" East 50.00 feet to the POINT OF BEGINNING, marked by a 5/8" iron pin; thence continuing
South 89°19'04" East 758.46 feet to a point, marked by a 5/8" iron pin; thence leaving the North line of said Section 7 along a line parallel to the North-South center of section line
South 00°07'49" East 681.87 feet to a point marked by a 5/8" iron pin; thence leaving said parallel line and parallel to the North line of said Section 7
North 89°19'04" West 352.64 feet to a point, marked by a 5/8" iron pin; thence leaving said parallel line
North 45°00'00" West 575.17 feet to a point, marked by a 5/8" iron pin; thence along a line 50.00 feet East of and parallel to the North-South center of section line
North 00°07'49" West 280.00 feet to the POINT OF BEGINNING.

Parcel 7:

The East ½ of the Southwest ¼; the Southwest ¼ of the Southeast ¼; and Government Lots 3 and 4 of Section 7, Township 1 North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 8:

The Northwest ¼ of the Northeast ¼; the Southeast ¼ of the Northwest ¼; the East ½ of the Southwest ¼; the Northeast ¼ of the Northwest ¼; and Government Lots 1, 2, 3 and 4 of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 9:

Government Lot 1 of Section 19, Township North, Range 2 East, Boise Meridian, Ada County, State of Idaho.

Parcel 10:

Lots 1 and 2 and the Northeast ¼ of the Northwest ¼, all in Section 7, Township 1 North, Range 2 East of the Boise Meridian, Ada County, Idaho.
Except any portion lying within the right-of-way for South Cole Road and Barker Road.

Parcel 11:

All that portion of the Northeast ¼ of the Southeast ¼ in Section 12, Township 1 North, Range 1 East, Boise Meridian, Ada County, Idaho, lying South of the railroad tracks.
Except any portion lying within the rights-of-way for South Cole Road and Oregon Short Line Railroad.

Parcel 12:

The East ½ of the Northeast ¼ of Section 18, Township 1 North, Range 2 East, of the Boise Meridian in Ada County, State of Idaho.
Except ditch and road rights-of-way.

Exhibit B

Deed Restriction

Grantee covenants that the said property conveyed by virtue of this deed shall not be used for or in support of the growing, processing or further processing of meat or meat by-products, but nothing in this restriction is to be construed to prohibit the sale, marketing or distribution of meat or meat by-products. This covenant, condition, and restriction shall remain in effect for a period of twenty (20) years. The aforesaid covenant, condition, and restriction shall run with and bind the said property, and shall bind Grantee, its successors and assigns, including its subsequent grantees, and shall inure to the benefit of and be enforceable by Tyson Foods, Inc., or an affiliated company, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent such violations of such covenants, condition, and restriction and/or to recover damages for such violations.

TitleOne
a title & escrow co.

PROPERTY INFORMATION

Date:
7/21/2021

Prepared By:
TitleOne Customer Service

Property Address:
S Curtis Rd Kuna 83634

Parcel Number:
S2006417500

Warmest Regards,

The TitleOne Team
TitleOne Corporation
www.TitleOneCorp.com

Disclaimer

Any property information contained in this email is subject to the following: This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, no liability beyond the amount paid for this report is assumed hereunder, and the company is not responsible beyond the amount paid for any errors and omissions contained herein.

Ada County Property Profile Information

TitleOne
a title & escrow co.

Parcel ID: S2006417500
Property Addr: S Curtis Rd
Kuna ID 83634
Property Type: Other

Owner Information

Owner Name: Montierth, Edward Ray
Second Owner: Montierth, Susan
Mail Addr: 825 Heartland Dr
Nampa ID 83686 - 8156

Assessor Information

Legal Desc: PAR #7500 OF SE4 SEC 6 1N 2E PARCEL A ROS 10795 #121000-S #417295-C
Subdivision: 1n 2e 06
Lot/Block:
Twn/Rng/Sec: 01N / 02E / 06
Acres: 77.17
Irrigation Dist:
Tax Code Area: 236
2020 Levy Rate: 0.0078
Zoning: Ada County-RP
Homeowner Exemption:

Treasurer Information

Year: 2018 **Tax:** $532.40
Year: 2019 **Tax:** $570.77
Year: 2020 **Tax:** $772.14

Assessor Categories

Year	Cat.	Description	Acres	Value
2021	180	OTHER LAND	75.92	$115,200.00
2021	190	WASTE LAND	1.25	$0.00
		Totals: 77.17		$115,200.00

Land Information

Residential Acres: 75.92 **Commercial Acres:** **Other Acres:** 1.25 **Street:**
Water Source: **Sewer:** Unknown **Sidewalks:** No **Curbs and Gutters:** No
View: **Water Influence:** **Corner:** No **Utilities:**
Topography: **Recreation:**

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO Pgs=3 BONNIE OBERBILLIG
EDWARD RAY MONTIERTH

2017-010825
02/03/2017 01:39 PM
AMOUNT:$16.00

00327051201700108250030038

QUITCLAIM DEED

FOR VALUE RECEIVED, Edward Ray Montierth and Susan Montierth, Husband and Wife do hereby convey, release, remise and forever quit claim unto Edward Ray Montierth and Susan Montierth, Husband and Wife whose current address is:

825 Heartland Drive, Nampa Id 83686

the following described premises:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 2/3/17

Edward Ray Montierth Susan Montierth

Edward Ray Montierth

Susan Montierth

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

On this 3 day of February, in the year 2017, before me, the undersigned notary
personally appeared Edward Ray Montierth and Susan Montierth, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged that he(she)(they) executed the same.

ANGELA J. VANDERPOOL NOTARY PUBLIC STATE OF

Notary Public
My Commission Expires on 2-22-2022

Sawtooth Land Surveying, LLC

P: (208) 398-8104 F: (208) 398-8105
2030 S. Washington Ave., Emmett, ID 83617

January 23, 2017
South Boundary Legal Description (Parcel A)
For
Ray Montierth

BASIS OF BEARINGS for this description is North 0°08'05" West between the 5/8" rebar illegible cap marking the southwest corner of Section 6, and the aluminum cap marking the W1/4 corner of Section 6, both in T. 1 N., R. 2 E., B.M.

A parcel of land being a portion of the SE1/4 of Section 6, T. 1 N., R. 2 E., B.M., Ada County, Idaho, more particularly described as follows;

COMMENCING at a found brass cap marking the southeast corner of said Section 6;

Thence North 89°19'01" West, coincident with the southerly line of said SE1/4 of Section 6, a distance of 330.00 feet to a 5/8" rebar PLS 14221 and the **POINT OF BEGINNING**;

Thence continuing North 89°19'01" West, coincident with the southerly line of said SE1/4 of Section 6, a distance of 843.38 feet to a 5/8" rebar PLS 14221;

Thence North 0°01'30" East, 295.00 feet to a 5/8" rebar PLS 14221;

Thence North 89°19'01" West, parallel with said southerly line of the SE1/4 of Section 6, a distance of 295.00 feet to a 5/8" rebar PLS 4347;

Thence South 0°01'30" West, 295.00 feet to a 5/8" rebar PLS 14221 on said southerly line of the SE1/4 of Section 6;

Thence North 89°19'01" West, parallel with said southerly line of the SE1/4 of Section 6, a distance of 200.00 feet to a 5/8" rebar PLS 14221;

Thence North 0°01'30" East, parallel with the westerly line of the E1/2 of the SE1/4 of said Section 6, a distance of 495.01 feet to a 5/8" rebar PLS 14221;

Thence South 89°19'01" East, parallel with said southerly line of the SE1/4 of Section 6, a distance of 147.50 feet to a 5/8" rebar PLS 14221;

Thence North 0°01'30" East, parallel with said westerly line of the E1/2 of the SE1/4 of Section 6, a distance of 2163.89 feet to a 5/8" rebar PLS 14221 on the northerly line of said SE1/4 of Section 6;

Thence South 89°17'57" East, coincident with said northerly line of the SE1/4 of Section 6, a

distance of 200.00 feet to a 5/8" rebar PLS 4347 marking the CE1/16 corner of said Section 6; Thence South 0°01'30" West, coincident with said westerly line of the E1/2 of the SE1/4 of Section 6, a distance of 23.15 feet from which bears 0.13 feet a 1/2" rebar with an illegible cap on the southerly boundary of ROS 2989, Ada County Records;

Thence South 79°05'37" East, coincident with said southerly boundary of ROS 2989, a distance of 166.66 feet;

Thence South 69°34'10" East, coincident with said southerly boundary of ROS 2989, a distance of 215.47 feet;

Thence South 59°32'55" East, coincident with said southerly boundary of ROS 2989, a distance of 199.02 feet;

Thence South 64°22'30" East, coincident with said southerly boundary of ROS 2989, a distance of 325.55 feet;

Thence South 52°35'19" East, coincident with said southerly boundary of ROS 2989, a distance of 618.42 feet on the easterly line of said SE1/4 of Section 6;

Thence South 0°04'01" West, coincident with said easterly line of the SE1/4 of Section 6, a distance of 1135.32 feet to a 5/8" rebar PLS 14221;

Thence North 89°19'01" West, parallel with said southerly line of the SE1/4 of Section 6, a distance of 330.00 feet to a 5/8" rebar PLS 14221;

Thence South 0°04'01" West, parallel with said easterly line of the SE1/4 of Section 6, a distance of 792.00 feet to the **POINT OF BEGINNING**.

The above described parcel contains 77.17 acres more or less.

Carl Porter, PLS _____ Date
End Description

PioneerTitleCo.
GOING BEYOND

8151 W. Rifleman Street
Boise, ID 83704

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=3 CHE FOWLER
PIONEER TITLE COMPANY OF ADA COUNTY

2020-079043
06/26/2020 03:31 PM
$15.00

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 722333 SRM/JAS

QUITCLAIM DEED

For Value Received

Edward Ray Montierth and Susan Montierth, husband and wife

do hereby convey, release, remise and forever quit claim unto

Edward Ray Montierth and Susan Montierth, husband and wife

whose address is 825 Heartland Drive, Nampa, Id 83686

the following described premises, to-wit:

See Exhibit A attached hereto and made a part hereof.

together with their appurtenances.

Dated: June 25, 2020

Edward Ray Montierth

Susan Montierth

State of Idaho, County of Ada

This record was acknowledged before me on 6-26-2020 by Edward Ray Montierth and Susan Montierth

Maria Van Der Aa

Signature of notary public
Commission Expires:

RESIDING IN EAGLE, ID
COMMISSION EXPIRES AUG 13, 2022

MARIA VAN DER AA
COMMISSION #19033
NOTARY PUBLIC
STATE OF IDAHO

LEGAL DESCRIPTION FOR
RAY MONTIERTH
PARCEL 1

A parcel of land located in Section 7, and a portion of the Northeast 1/4 of the Northeast 1/4 of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho. Being further described as follows:

BASIS OF BEARING:

The North line of Section 7, Township 1 North, Range 2 East, Boise Meridian, derived from found monuments and taken as South 88°56'59" East with the distance between monuments found to be 5335.02 feet.

BEGINNING at the Northwest Corner of said Section 7, Township 1 North, Range 2 East, Boise Meridian;

Thence along the North line of the Northwest 1/4, South 88°56'59" East, to the North 1/4 Corner of said Section 7, a distance of 2,693.27 feet;

Thence along the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 7 South 88°56'59" East a distance of 50.00 feet;

Thence leaving said North line, South 00°14'10" West, a distance of 280.04 feet;

Thence South 44°37'40" East, a distance of 575.09 feet;

Thence South 88°56'07" East, a distance of 352.75 feet;

Thence North 00°14'08" East, to a point on the North line of the Northwest 1/4 of the Northeast 1/4 of said Section 7, a distance of 681.98 feet;

Thence along said North line, South 88°56'59" East, to the Northeast Corner of said Section 7, a distance of 1,833.28 feet;

Thence along the East line of the Northeast 1/4 of the Northeast 1/4 of said Section 7, South 00°07'33" West, to the North 1/16 Corner of said Section 7, a distance of 1,336.95 feet;

Thence along the East line of the Southeast 1/4 of the Northeast 1/4 of said Section 7, South 00°06'26" West, to the East 1/4 Corner of said Section 7, a distance of 1,337.05 feet;

Thence along the East line of the Southeast 1/4 of said Section 7, South 00°06'02" West, to the Southeast Corner of said Section 7, a distance of 2,632.33 feet;

Thence along the East line of the Northeast 1/4 of the Northeast 1/4 of Section 18, South 01°12'13" West, to a point on the on the North Right of Way line of the Union Pacific Railroad, a distance of 364.70 feet;

CONTINUE DESCRIPTION FOR
RAY MONTIERTH
PARCEL 1

Thence along said North Right of Way line, North 68°05'53" West, a distance of 4,698.69 feet;

Thence leaving said North Right of Way North 21°54'07" East, a distance of 430.97 feet;

Thence South 68°05'53" East, a distance of 456.20 feet;

Thence North 00°52'44" East, to a point on the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, a distance of 1,093.98 feet;

Thence along said South line South 88°47'45" East, to the Center 1/4 Corner of said Section, a distance of 1,124.31 feet;

Thence along the East line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, North 00°14'13" East, to the Center North 1/16 Corner of said Section 7, a distance of 1,333.35 feet;

Thence along the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, North 88°52'18" West, to the Northwest 1/16 Corner of said Section 7, a distance of 1,321.15 feet;

Thence along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 7, South 00°15'04" West, a to the Center West 1/16 Corner of said Section 7, a distance of 1,331.59 feet;

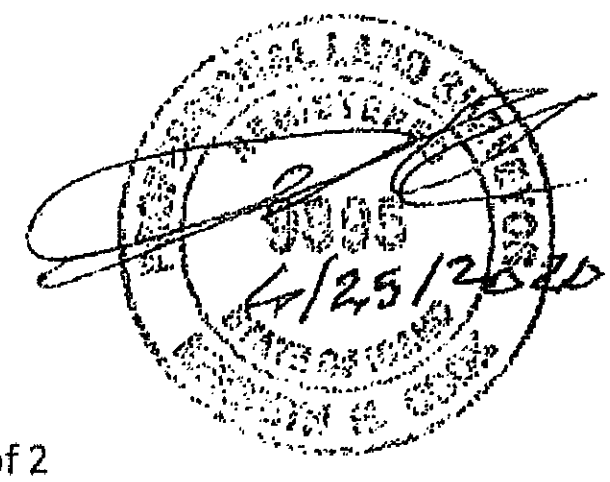
Thence along the South line of the Southwest 1/4 of the Northwest 1/4 of said Section 7, North 88°47'40" West, to the W 1/4 Corner of said Section 7, a distance of 1,376.34 feet;

Thence along the West line of the Northwest 1/4 of said Section 7, North 00°20'05" East, a distance of 2659.42 feet to the **POINT OF BEGINNING**.

Said Parcel containing 20,895,543 square feet or 479.70 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.

END OF DESCRIPTION

Kenneth H. Cook, P.L.S. 9895
Timberline Surveying
847 Park Centre Way, Suite 3
Nampa, Idaho 83651
(208) 465-5687



AFFIDAVIT OF LEGAL INTEREST

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

KUNA Planning & Zoning

State of Idaho)
) ss
County of Ada)

I, Ray Monteith,

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
The Land Group, Inc.

462 E Shore Drive, Ste 100 Eagle, ID 83616

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 9th day of July, 2021

Ray Monteith
Signature

Subscribed and sworn to before me the day and year first above written.

Residing at: Nampa, Idaho

My Commission expires: May 6, 2025

Signature

GONZALEZ ANA
Notary Public - State of Idaho
Commission Number 20190916
My Commission Expires May 06, 2025

AFFIDAVIT OF LEGAL INTEREST

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

KUNA Planning & Zoning

State of Idaho)
) ss
County of Ada)

I, Ralph Phillip Cavalieri, manager, Pleasant Valley Agriculture LLC,
Full Name

16250 S Curtis Rd, Kuna, ID 83634
Address City State ZIP

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
The Land Group, Inc.
Full Name

462 E Shore Drive, Ste 100 Eagle, ID 83616
Address City State ZIP

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 7th Date day of July Month, 20 21 Year

Ralph P. Cavalieri
Signature

Subscribed and sworn to before me the day and year first above written.

Ashlyn Marie Olsen
Printed Name

Residing at: 1595 S Eagle Rd
Address
Meridian ID 83642
City State ZIP

My Commission expires: April 21, 2026
Date

Ashlyn Marie Olsen
Signature

ASHLYN MARIE OLSEN
Notary Public - State of Idaho
Commission Number 20201309
My Commission Expires Apr 21, 2026

Neighborhood Meeting Certification

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

You **must** conduct a Neighborhood Meeting **prior** to submission of an application for Annexation; Rezone; Special Use Permit; Subdivision; and Variance. Please see Kuna City Code 5-1A-2 for more information or contact the Planning & Zoning Department at (208) 922-5274.

The Neighborhood Meeting Certification packet includes the following:

- Neighborhood Meeting Certification – This acts as quick reference information regarding your project.
- Sign-in Sheet – This provides written record of who attended your Neighborhood Meeting.
- Neighborhood Meeting Minutes – Provides space in which to record the items discussed and any concerns attendees may have.

A Neighborhood Meeting cannot take place more than two (2) months prior to acceptance of the application and an application will not be accepted before the meeting is conducted. You are required to mail written notification of your meeting, allowing at least fourteen (14) days before your meeting for property owners to plan to attend. **Contacting and/or meeting individually with property owners will not fulfill Neighborhood Meeting requirements.** You may request a 300' property owners mailing list by completing the Neighborhood Meeting Mailing List Request form located under Forms & Applications on the City of Kuna website.

Neighborhood Meetings must be held on either a weekend between 10:00 Am & 7:00 PM, or a weekday between 6:00 PM & 8:00 PM. The meeting **cannot** be conducted on holidays, holiday weekends, or the day before/after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- Subject property;
- Nearest available public meeting place (i.e. Libraries, Community Centers, etc.); or
- An office space within a one (1) mile radius of the subject property.

Once you have held your Neighborhood Meeting, please complete this certification form and include with your application along with the Sign-in Sheet, Neighborhood Meeting Minutes & a copy of the notification mailed to attendees.

Description of proposed project: Annex and zone approximately 1088-acres generally north and south of Kuna Mora Road, east of S. Cole Road.

Date of Meeting: June 29, 2021 Time: 6:00pm

Meeting Location: 18300 S. Cole Road

Site Information

Location: Section 6, 7, 31 Township 1N & 2N Range 2E Total Acres 1087.71

Subdivision Name: _____ Lot _____ Block _____

Address: _____

Parcel No(s).:_____

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: _____

Address: _____

Contact Person

Name: _____

Business Name (if applicable): The Land Group, Inc.

Address: _____

Phone: _____ Email: _____

Applicant

Name: _____

Address: 800 W Main Street, Suite 1220, Boise, ID 83702

Phone: _____ Email: _____

I, Tamara Thompson *, certify that a Neighborhood Meeting was conducted at the time and location noted on this form in accordance with Kuna City Code 5-1A-2.*

Applicant Signature: _____ Date: _____

SIGN-IN SHEET

Project Name: See separate sign in sheet

	Name	Address	Phone
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NEIGHBORHOOD MEETING MINUTES

Meeting Date: 6/29/2021 Number of Attendees: 8

Location: On the property, 18300 S. Cole Road

Project Description: Annex and zone approximately 1088-acres generally north and south of Kuna Mora Road, east of S. Cole Road.

Attendee Comments or Concerns:

Attendees:

* if their properties would be annexed without their approval or consent.
* moved to get away from development, now development is following them
* discussed the two different proposed zoning designations and relation to comprehensive plan.

I, Tamara Thompson *, hereby certify the above information and the information provided within these forms is true, complete and correct to the best of my knowledge.*

Applicant Signature: _____ Date: 7/21/2021

THE LAND GROUP

NEIGHBORHOOD MEETING ATTENDANCE RECORD
Project: Kuna Annexation (Cole and Kuna Mora Roads)
Meeting Date, Time & Location: June 29, 2021, onsite, 6pm

Print Name	Address	Email/Phone
Tamara Thompson	462 E. Shore Drive, Ste 100 Eagle, ID 83712	tamara@thelandgroupinc.com 208.939.4041
Ralph Cavalieri	16250 S CURTIS RD KUNA, ID 83634	RBCAVALIERI@GMAIL.COM 208-336-0012
Layton Maglecic	5895 W Kuna Mora Rd Kuna, ID 83634	Maglar@gmail.com 208-850-8712
Jennifer Clark	16300 S. Curtis Rd Kuna, ID 83634	Jeremyand Jenny Clark@gmail.com 208-867-3309
Dennis Maglecic		3436863
Elver Miller	16900 S. Curtis Kuna Id. 83634	208-919-6506
NICK COLLIAS	3651 S. VINTAGE WAY BOISE 83706	KEPROTICA@GMAIL.COM

COMMITMENT TO PROPERTY POSTING

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

Per Kuna City Code (KCC) 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 on the property under consideration; all posting must be in substantial compliance.

The Applicant shall submit proof of property posting in the form of a notarized statement and a photograph of the posting to the Planning and Zoning Department *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 to the next available date, as scheduling permits.

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

Print Name: Tamara Thompson

Signature: _____ Date: _____

Development Agreement Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

A Development Agreement requires a Public Hearing with the Planning & Zoning Commission & City Council. A Public Hearing sign will be required to be posted by the Applicant for both meetings. Development Agreements are required to accompany Annexation, Rezone & Planned Unit Development applications. Sign posting regulations are available online in Kuna City Code 5-1A-8.

****Office Use Only****

Case No(s).: Case No. 21-03-DA

Project Name: East Kuna Industrial

Date of Pre-Application Meeting: 07.19.2021

Date Received: 08.03.2021

Date Accepted as Complete: 08.03.2021

Application shall contain one (1) copy of the following (digital documents preferred):

- Complete Planning & Zoning Application Coversheet
- Proposed Development Agreement shall include the following:
  - Specific use or uses of the parcel for which the Development Agreement is sought
  - The allowed or Conditional Use in the conditional zone for which application has been made
  - Concept plan of the project to be developed on the parcel showing:
    - Description of density allowed or sought
    - Max height, size and location of any structures on the property
  - Time required to begin the use on the property
  - Statement by the owner of the parcel that failure to comply with the commitments in the Development Agreement shall be deemed consent to Rezone the use to the pre-existing zone or, in the case of an initial zone at Annexation, a zone deemed appropriate by the Council
  - Other matter(s) mutually agreeable to the parties
- Commitment of Property Posting Form
- Neighborhood Meeting Certification
- Affidavit of Legal Interest

This application shall not be considered complete (nor will a Public Hearing be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled hearing date, fees due, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

09/21/2021

Recording Requested By and
When Recorded Return to:

City of Kuna
Attn: City Clerk
751 W. 4th Street
Kuna, Idaho 83634

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna – Montierth and Pleasant Valley Agriculture LLC

M-1 DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna	"**City**"	City Hall 751 W. 4th Street Kuna, ID 83634
Ray Montierth Susan Montierth	"**Owner**"	Ray and Susan Montierth 825 Heartland Drive Nampa, ID 83686
Pleasant Valley Agriculture LLC	**"Owner"**	Ralph P. Cavalieri 16250 S. Curtis Rd. Kuna, ID 83634

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SECTION 2: RECITALS
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SECTION 6: DEFAULT
SECTION 7: MORTGAGES
SECTION 8: NOTICES AND FILINGS
SECTION 9: OWNER ASSIGNMENT OF AGREEMENT RIGHTS
SECTION 10: MISCELLANEOUS

LIST OF EXHIBITS

EXHIBIT A: SUBJECT REAL PROPERTY LEGAL DESCRIPTION
EXHIBIT B: H.B. 389

M-1 DEVELOPMENT AGREEMENT
City of Kuna – Ray and Susan Montierth and Pleasant Valley Agriculture LLC

THIS M-1 DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor ("**City**") and Ray Montierth and Susan Montierth, husband and wife, and Pleasant Valley Agriculture LLC, who are the current owners of parcels within the Subject Real Property (as set forth in Section 1.17 of this Agreement), and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, and Owner represent, covenant and 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 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code**.**

1.2 **Annexation Ordinance:** Means and refers to the annexation ordinance of the City that annexes the Subject Real Property into the City.

1.3 **Applicable Rules:** Means all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.

1.4 **Applications:** Means and refers collectively to all of Owner's applications to the City regarding the Subject Real Property inclusive of: Annexation Application and Zoning Application**.**

1.5 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.

1.6 **City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement**.**

1.7 **City Authority:** Means and refers to the following:

- The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to

assure the orderly development of the City which is efficiency and economic viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

- The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).

1.8 City Council: Means and refers to the City Council of the City.

1.9 City Property Tax Supported Services: Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.

1.10 Comprehensive Plan: Means and refers to the City of Kuna Comprehensive Plan**.**

1.11 Data Processing Facility: Means and refers to the use as defined in Kuna City Code.

1.12 Developer: Means and refers to Brisbie LLC, a Delaware limited liability company, authorized to do business in the state of Idaho as a foreign limited liability company, which is developing the Project with the permission of the Owner**.**

1.13 Effective Date: Means and refers to the date that this Agreement takes effect, which is the date that the Annexation Ordinance is final and recorded.

1.14 H.B. 389: Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit B** and by this reference incorporated herein this definition.

1.15 Impact Area: Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.

1.16 Mortgage: Means and refers to any lien placed upon the Subject Real Property, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.

1.17 Owner: Means and refers to Ray Montierth (aka Ray Edward Montierth) and Susan Montierth, husband and wife, owners of Ada County Assessor's office parcel nos. S1531233600, S1531300000, S200612115, S2006417205, S2006417265 and S2006417500 of the Subject Real Property: and Pleasant Valley Agriculture LLC, the owner of Ada County Assessor's office parcel no. S2006121150 of the Subject Real Property: as of the Effective Date, and after the Effective Date of this Agreement shall refer to the owner or owners of any parcel within the Subject Real Property.

1.18 Party or Parties: Means and refers to the City and/or the Owner, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.

1.19 Planning & Zoning Commission: Means and refers to the City's Planning & Zoning Commission.

1.20 Project: Means and refers to the development and use Developer proposes to construct and operate on the Subject Real Property, which includes a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Property that are reasonably related to the data center(s).

1.21 Subject Real Property: Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in ***Exhibit A***.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 Municipal Corporation. City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and

2.2 Authority. City has City Authority; and

2.3 Comprehensive Plan. City has the power and duty under the Act [I.C. § 67-6508] to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the Act and has established a Comprehensive Plan; and

2.4 Zoning Ordinance. City has enacted its Zoning Ordinance, pursuant to its power and duty under the Act [I.C. § 67-6511]; and has established within its boundaries one (1) or more zones or zoning districts with established standards of land use regulation in conformance with its Comprehensive Plan; and

2.5 Development Agreement. City has the power under the Act [I.C. § 67-6511A], by ordinance, to require or permit as a condition of rezoning of real property that Owner make a written commitment concerning the use or development of the Subject Real Property; and

2.6 Impact Area. The Subject Real Property is within the Impact Area; and

2.7 Applications. The Developer with the Owner's consent filed Annexation and Zoning Applications for all the parcels of the Subject Real Property to be annexed into the City and zoned as M1; and

2.8 City Approval. City processed and approved the Applications, this Agreement, and the Annexation Ordinance in accordance with the City's Zoning Ordinance and the Act; and

2.9 Planning Benefits. The development and use of the Subject Real Property pursuant to this Agreement shall result in significant planning and economic benefits to the City and the Owner and Developer by, without limitation:

- encouraging investment in and commitment to comprehensive planning for efficient utilization of the City and other public resources to secure quality planning, growth and protection of the environment;

- requiring development of the Subject Real Property consistent with the Comprehensive Plan, the Kuna City Code, and this Agreement;

- subject to the restrictions of H.B. 389, may have the potential of increasing tax and other revenues to the City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Subject Real Property;

- creating employment through development of the Subject Real Property consistent with this Agreement; and

2.10 Assurances. This Agreement promotes and encourages the development and use of the Subject Real Property by providing Owner and Owner's creditors with general permitting assurances of Owner's intentions to develop the Subject Real Property in accordance with this Agreement; and

2.11 Written Commitment. It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Owner is making a written commitment that use of the Subject Real Property will be in accordance with this Agreement; and

2.12 Mutual Benefits. The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, and the Owner.

SECTION 3
PROJECT ZONING AND LAND USE APPROVALS

3.1 Land Uses. The following uses shall be allowed on the Subject Real Property:

3.1.1 The Project, which City has determined qualifies as a Data Processing Facility, an allowed use in the M-1 district, along with all accessory uses;

3.1.2 Public and private infrastructure supporting the Project including, without limitation, power substation, utility facilities and buildings, water tanks, and utility connections to a lagoon system approved by City to be developed on property immediately south of the Subject Real Property;

3.1.3 All uses permitted or conditionally permitted in the M1 zone, to the extent a conditional use permit is obtained for conditionally permitted uses within the Subject Real Property; and

3.1.4 Temporary construction uses including, without limitation, construction trailers, laydown areas, and temporary batch plants. Any nighttime construction activities require permission from the City Building Department.

3.2 Land Use Development and City Property Tax Supported Services Costs Analysis: The development, construction or installation of any improvements upon the Subject Real Property by an Owner, in compliance with the allowed uses, is subject to an Owner obtaining the permit/s as required by City ordinance; and is subject to an analysis of City Property Tax Supported Services, reasonably anticipated to be provided during the construction and subsequent possession and allowed use by an Owner of those improvements which will be negatively impacted by the property tax limitations imposed upon the City by H.B. 389 and which analysis shall be determined and the payment imposed upon an Owner as a condition of issuance of a permit in accordance with the following criteria and process:

- The projected additional City Property Tax Supported Services costs needed to serve the Subject Real Property during development, construction or installation of the improvement/ and subsequent uses following their completion; and
- The projected incremental amount of the property tax to be collected from the Subject Real Property; and
- The projected amount of the City's Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.
- The City Treasurer shall review the permit application with an Owner and conduct a reasonable investigation necessary to perform the projections, in accordance with the above stated criteria to determine the amount of City Property Tax Supported Services Costs which an Owner shall pay to the City as a condition of the issuance of the permit. The payment analysis determination may, when

relevant, provide for initial payment by an Owner and subject to agreement for subsequent payment by an Owner in future City fiscal years.

- An Owner may file an appeal of the Treasurer's payment analysis determination of the City Property Tax Supported Services Costs with the City Clerk within fourteen (14) days of the receipt of the Treasurer's determination to the City Council who shall then set a hearing on the matter. City Council decision on appeal will be the final City action on the matter.

3.3 City Cooperation. City shall cooperate with an Owner, as is reasonably necessary for an Owner to construct any improvements upon the Subject Real Property as permitted by this Agreement, to provide temporary encroachment permits and or temporary construction easements for the City real property or right-of-way so long as the same is not an unreasonable interference with the City's use thereof and only to the extent reasonably necessary.

SECTION 4
AGREEMENT MODIFICATIONS

4.1 Changes in Applicable Rules. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Project, the Property or the data center industry or in a manner that adversely affects the Project, the Property or the data center industry.

4.2 Amendments. Except as otherwise provided in this Agreement, amendments of this Agreement must be in writing, agreed to by all then-existing owners of the Subject Real Property and City, and approved by the City Council.

SECTION 5
VESTED RIGHTS

5.1 Vested Rights. Upon the Effective Date, an Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

5.2 Consideration. The determinations of the City memorialized in this Agreement, together with the assurances provided to the Owner in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Owner as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Owner.

SECTION 6
DEFAULT

6.1 Enforcement of Terms and Conditions of the Agreement. The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

6.1.1 Default. The failure of an Owner, or the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City pursuant to this Agreement, shall be a default of this Agreement and processed as follows:

6.1.2 City Default Claims. A claim of default by the City may be made against an Owner by the City's Director of Public Works or Zoning Administrator ("**City Director**"), depending upon the default.

6.1.3 Owner Default Claims: A claim of default may be made by an Owner against the City, depending upon the default.

6.1.4 Claimant and Accused. For purposes of this Section of the Agreement, a claim of default is made by a ("**Claimant**") against an ("**Accused**").

6.1.5 Default Written Notice of Intent. The Claimant shall serve the Accused with a Default Written Notice of Intent ("**Notice of Intent**").

6.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

6.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent of denies the claim of default.

6.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days would reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

6.1.5.4 The Notice of Intent shall be served as follows upon:

- *Owner:* by U.S. Mail at the address as listed by the Ada County Assessor's office for the Subject Real Property or any part thereof; and
- *City:* by U.S. Mail to the address herein designated by the City.

6.1.6 Notice to Show Cause. In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

6.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

6.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

6.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

6.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

6.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

6.1.7 Prevailing Party. 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.

SECTION 7
MORTGAGES

7.1 **Mortgages**. This Agreement shall not prevent or limit an Owner from encumbering the Subject Real Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Owner's request from time to time, City shall meet with Owner and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

7.2 **Mortgagee Notice and Cure Rights**. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Owner hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

7.3 **Disaffirmation**. If this Agreement is terminated with respect to a portion of the Subject Real Property by reason of any default by an Owner, or as a result of a bankruptcy proceeding of an Owner, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for an Owner or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Subject Real Property.

7.4 **Senior to Mortgage.** This Agreement shall be superior and senior to any Mortgage of the interests of the property owner of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

7.5 **No Impairment.** No default of this Agreement by the property owner shall invalidate or impair a Mortgage made in good faith and for value.

7.6 **Subject to Agreement.** Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement.

7.7 No Mortgagee Obligation. No mortgagee shall have an obligation or duty under this Agreement to perform an Owner's obligations or other affirmative covenants of an Owner hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by an Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 8
NOTICES AND FILINGS

8.1 Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

City:

City of Kuna
Attn: Mayor
751 W. 4th Street
Kuna, ID 83634

With a copy to:

William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Owner:

Ray and Susan Montierth
825 Heartland Drive
Nampa, ID 83686

Pleasant Valley Agriculture LLC
Ralph P Cavalieri Manager
16250 S. Curtis Rd.
Kuna, ID 83634

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

8.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

SECTION 9
OWNER ASSIGNMENT OF AGREEMENT RIGHTS

9.1 Owner Assignment. The assignment of any of an Owner's rights and obligations of this Agreement shall in accordance with the following:

9.1.1 **Complete Assignment of Owner's rights.** A total assignment of an Owner's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:

9.1.1.1 Prior written notice from an Owner to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and

9.1.1.2 Owner is not in default of this Agreement or the Assignee tenders to the City a guarantee of the Assignee's performance of an Owner's default upon assignment; and

9.1.1.3 The total assignment by an Owner shall be by a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.

9.1.1.4 In the event of such total assignment of an Owner's rights and obligations hereunder, an Owner's liability under this Agreement shall then terminate.

9.1.2 **Affiliated Parties**. Notwithstanding any other provisions of this Agreement, upon written notice to City, an Owner may assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with an Owner without consent by City Council and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations under this Agreement.

9.1.3 **Successors and Assigns.** Notwithstanding any other provisions of this Agreement, an Owner may assign all or part of an Owner's rights and duties under this Agreement as collateral to any financial institution from which an Owner has borrowed funds for use in developing the Subject Real Property. Such an assignment shall not relieve an Owner from any obligations of this Agreement.

SECTION 10
MISCELLANEOUS

10.1 Agreement runs with the Subject Real Property. The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.

10.2 Choice of Law. This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.

10.3 Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to this Agreement or any of the transactions related hereto. Each Party hereby agrees and consents that any such any claim, demand, action or cause of action shall be decided by a court trial without a jury and that any Party may file a copy of this Agreement with any court as evidence of such waiver.

10.4 Shared Agreement Legal Defense Costs. In the event that any legal or equitable action or other proceeding is instituted by a third party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and an Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

10.5 Construction. All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accord with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.

10.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

10.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by Owner or City shall have any force or effect whatsoever unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

10.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.

10.9 Further Acts. Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10.10 Good Standing; Authority. Each of the Parties represents to the other as follows:

10.10.1 City. City represents that it is an Idaho municipal corporation in the state of Idaho; and

10.10.2 Owner. Owner represents that they own the Subject Real Property and have authority to enter into this Agreement.

10.10.3 Authority. Each Party represents to the other that the individual(s) executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

10.11 Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

10.12 Names and Plans. Owner or the Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of an Owner or the Developer in connection with the Subject Real Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

10.13 No Owner or Developer Preliminary Representations. Nothing contained herein shall be deemed to initially obligate an Owner or the Developer to complete any part or all of the development of the Project within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement.

10.14 No Partnership; Third-Parties. It is hereby specifically understood, acknowledged and agreed that neither the City nor an Owner nor the Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between an Owner and or the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.

10.15 Parties' Intent. It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.

10.16 Recordation. After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.

10.17 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

10.18 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

10.19 Waiver. No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or an Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

10.20 Compliance. In connection with the negotiation and performance of this Agreement, City represents and warrants that it has complied and covenants that it shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that it has used and shall use only legitimate and ethical business practices.

[signatures, notary blocks, and exhibits on following pages]

09/21/2021

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:

CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By:_____
Joe Stear, Mayor

Attest:

By: _____
Chris Engels, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the State of Idaho to the City of Kuna

_____
Wm. F. Gigray, III, City Attorney

OWNER:

Ray Montierth,

By:_____

Susan Montierth,

By:_____

Pleasant Valley Agriculture LLC,

By:_____
Member

09/21/2021

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stear, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person 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
[seal] My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me _____, the undersigned, a Notary Public in and for the state of Idaho, personally appeared **Ray Montierth** and **Susan Montierth**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they 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
[seal] My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ralph P. Cavalieri**, known or identified to me to be the Member of Pleasant Valley Agriculture LLC that executed the instrument on behalf

of said limited liability company, and acknowledged to me that such limited liability company 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
[seal] My Commission expires: _____

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09/21/2021

EXHIBIT A
SUBJECT REAL PROPERTY LEGAL DESCRIPTION

09/21/2021

EXHIBIT B
H.B. 389

Recording Requested By and
When Recorded Return to:

City of Kuna
Attn: City Clerk
751 W. 4th Street
Kuna, Idaho 83634

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna – Montierth
M-2 DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna	"**City**"	City Hall 751 W. 4th Street Kuna, ID 83634
Ray Montierth Susan Montierth	"**Owner**"	Ray and Susan Montierth 825 Heartland Drive Nampa, ID 83686

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LIST OF EXHIBITS

EXHIBIT A: **SUBJECT REAL PROPERTY LEGAL DESCRIPTION**
EXHIBIT B: **H.B. 389**

M-2 DEVELOPMENT AGREEMENT
City of Kuna – Ray and Susan Montierth

THIS M-2 DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor ("**City**") and Ray Montierth and Susan Montierth, husband and wife, the current owners of the Subject Real Property, and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, and Owner represent, covenant and 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 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code**.**

1.2 **Annexation Ordinance:** Means and refers to the annexation ordinance of the City that annexes the Subject Real Property into the City.

1.3 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.

1.4 **Applicable Rules:** Means and refers to all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.

1.5 **Applications:** Means and refers collectively to all of Owner's applications to the City regarding the Subject Real Property inclusive of: Annexation Application and Zoning Application**.**

1.6 **City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement**.**

1.7 **City Authority:** Means and refers to the following:

- The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City which is efficient and economically viable of both tax-supported and fee-supported City services and equitably

allocates the costs of public services in the management and development of the urban fringe of the City; and

- The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).

1.8 City Council: Means and refers to the City Council of the City.

1.9 City Property Tax Supported Services: Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.

1.10 Comprehensive Plan: Means and refers to the City of Kuna Comprehensive Plan**.**

1.11 Developer: Means and refers to KC Gardner Company, LC, a Utah limited liability company, authorized to do business in the state of Idaho as a foreign limited liability company**.**

1.12 Effective Date: Means and refers to the date that this Agreement takes effect, which is the date that the Annexation Ordinance is final and recorded.

1.13 H.B. 389: Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit B** and by this reference incorporated herein this definition.

1.14 Impact Area: Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.

1.15 Mortgage: Means and refers to any lien placed upon the Subject Real Property, or any portion thereof, including the lien of any mortgage or deed of trust, as a pledge of real property to a creditor as security for performance of an obligation or repayment of a debt.

1.16 Owner: Means and refers to Ray Montierth and Susan Montierth, husband and wife, the owners of the Subject Real Property as of the Effective Date, and after the Effective Date of this Agreement shall refer to any successor to the owner or owners of the Subject Real Property.

1.17 Party or Parties: Means and refers to the City and/or the Owner, as the Parties to this Agreement, depending upon the context of the term as used in this Agreement.

1.18 Planning & Zoning Commission: Means and refers to the City's Planning & Zoning Commission.

1.19 Project: Means and refers to the intended development of the Subject Real Property as governed by this Agreement, for the land uses permitted hereby.

1.20 Subject Real Property: Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in ***Exhibit A***.

SECTION 2
RECITALS

The Parties recite and declare:

2.1 Municipal Corporation. City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and

2.2 Authority. City has City Authority; and

2.3 Comprehensive Plan. City has the power and duty under the Act [I.C. § 67-6508] to conduct a comprehensive planning process, and to prepare, implement, review and update a comprehensive plan and is exercising its power and duties under the Act and has established a Comprehensive Plan; and

2.4 City Intentions: The City intends, in consideration of granting the Applications, that any change in the Existing Uses and Existing Improvements shall not impose additional burdens upon the City Property Tax Supported Services' ability to provide services which will result in a reduction of the level of those services; and will result in the orderly development of the City in a manner that allows for the efficiency and economic viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

2.5 Zoning Ordinance. City has enacted its Zoning Ordinance, pursuant to its power and duty under the Act [I.C. § 67-6511]; and has established within its boundaries one (1) or more zones or zoning districts with established standards of land use regulation in conformance with its Comprehensive Plan; and

2.6 Development Agreement. City has the power under the Act [I.C. § 67-6511A], by ordinance, to require or permit as a condition of rezoning of real property that Owner make a written commitment concerning the use or development of the Subject Real Property; and

2.7 Impact Area. The Subject Real Property is within the Impact Area; and

2.8 Applications. Developer with the Owner's consent filed Annexation and Zoning Applications for the Subject Real Property to be annexed into the City and zoned as set forth in this Agreement; and

2.9 City Approval. City processed and approved the Applications, this Agreement, and the Annexation Ordinance in accordance with the City's Zoning Ordinance and the Act; and

2.10 Planning Benefits. The development and use of the Subject Real Property pursuant to this Agreement shall result in significant planning and economic benefits to the City and the Owner and Developer by, without limitation:

- encouraging investment in and commitment to comprehensive planning for efficient utilization of the City and other public resources to secure quality planning, growth and protection of the environment;

- requiring development of the Subject Real Property consistent with the Comprehensive Plan, the Kuna City Code, and this Agreement;

- subject to the restrictions of H.B. 389, may have the potential of increasing tax and other revenues to the City based on a strengthened tax base of improvements to be constructed on and in reasonable proximity to the Subject Real Property;

- creating employment through development of the Subject Real Property consistent with this Agreement; and

2.11 Assurances. This Agreement promotes and encourages the development and use of the Subject Real Property by providing Owner and Owner's creditors with general permitting assurances of Owner's intentions to develop the Subject Real Property in accordance with this Agreement; and

2.12 Written Commitment. It is the intention and purpose of the Parties by entering into this Agreement to establish the requirements and conditions as a condition of rezoning the Subject Real Property that the Owner is making a written commitment that use of the Subject Real Property will be in accordance with this Agreement; and

2.13 Mutual Benefits. The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Owner hereunder constitute sufficient consideration to support the covenants and agreements of the City, and the Owner.

SECTION 3
PROJECT ZONING AND LAND USE APPROVALS

3.1 Land Uses. The following uses shall be allowed on the Subject Real Property:

3.1.1 The existing industrial and agricultural uses existing on the Subject Real Property on the Effective Date, permitting their continuation consistent with Kuna City Code;

3.1.2 All uses permitted or conditionally permitted in the M2 zone, to the extent a conditional use permit is obtained for conditionally permitted uses within the Subject Real Property; and

3.1.3 A lagoon system as approved by City to be developed on the Subject Real Property, together with such utilities and infrastructure connecting it to and serving certain adjoining property.

3.2 Land Use Development and City Property Tax Supported Services Costs Analysis: The development, construction or installation of any improvements upon the Subject Real Property by the Owner, in compliance with the allowed uses, is subject to (i) the Owner obtaining the permit/s as required by City ordinance; (ii) an analysis of City Property Tax Supported Services reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the Owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by H.B. 389; and (iii) to the extent required based on such analysis, a payment imposed upon the Owner as a condition of issuance of a permit in accordance with the following criteria and process:

- The projected additional City Property Tax Supported Services costs needed to serve the Subject Real Property during development, construction or installation of the improvement/s and subsequent uses following their completion; and
- The projected incremental amount of the property tax to be collected from the Subject Real Property; and
- The projected amount of the City's Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.
- The City Treasurer shall review the permit application with the Owner and conduct a reasonable investigation necessary to perform the projections, in accordance with the above stated criteria to determine the amount of City Property Tax Supported Services Costs which the Owner shall pay to the City as a condition of the issuance of the permit. The payment analysis determination may, when relevant, provide for initial payment by the Owner and subject to agreement for subsequent payment by the Owner in future City fiscal years. The payment analysis determination may, when relevant, be deemed to satisfy the payment condition for all permits, improvements, and uses involved in a multi-phased development.
- The Owner may file an appeal of the Treasurer's payment analysis determination of the City Property Tax Supported Services Costs with the City Clerk within fourteen (14) days of the receipt of the Treasurer's determination to the City Council who shall then set a hearing on the matter. City Council decision on appeal will be the final City action on the matter.

3.3 City Cooperation. City shall cooperate with the Owner, as is reasonably necessary for the Owner to construct any improvements upon the Subject Real Property as permitted by this Agreement, to provide temporary encroachment permits and or temporary construction easements for the City real property or right-of-way so long as the same is not an unreasonable interference with the City's use thereof and only to the extent reasonably necessary.

SECTION 4
AGREEMENT MODIFICATIONS AND ANNEXATION OF ADDITIONAL PROPERTY

4.1 Changes in Applicable Rules. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations.

4.2 Amendments. Except as otherwise provided in this Agreement, amendments of this Agreement must be in writing, agreed to by all then-existing owners of the Subject Real Property and City, and approved by the City Council.

SECTION 5
VESTED RIGHTS

5.1 Vested Rights. Upon the Effective Date, the Owner shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

5.2 Consideration. The determinations of the City memorialized in this Agreement, together with the assurances provided to the Owner in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Owner as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Owner.

SECTION 6
DEFAULT

6.1 Enforcement of Terms and Conditions of the Agreement. The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

6.1.1 Default. The failure of the Owner, or the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City pursuant to this Agreement, shall be a default of this Agreement and processed as follows:

6.1.2 City Default Claims. A claim of default by the City may be made against the Owner by the City's Director of Public Works or Zoning Administrator ("**City Director**"), depending upon the default.

6.1.3 Owner Default Claims: A claim of default may be made by the Owner against the City, depending upon the default.

6.1.4 Claimant and Accused. For purposes of this Section of the Agreement, a claim of default is made by a ("**Claimant**") against an ("**Accused**").

6.1.5 Default Written Notice of Intent. The Claimant shall serve the Accused with a Default Written Notice of Intent ("**Notice of Intent**").

6.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

6.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent of denies the claim of default.

6.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days would reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

6.1.5.4 The Notice of Intent shall be served as follows upon:

- *Owner:* by U.S. Mail at the address as listed by the Ada County Assessor's office for the Subject Real Property or any part thereof; and

- *City:* by U.S. Mail to the address herein designated by the City.

6.1.6 Notice to Show Cause. In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

6.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

6.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

6.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

6.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

6.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

6.1.7 Prevailing Party. 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.

SECTION 7
MORTGAGES

7.1 **Mortgages**. This Agreement shall not prevent or limit Owner from encumbering the Subject Real Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. City acknowledges that Mortgagees may require certain interpretations and modifications of this Agreement. Upon Owner's request from time to time, City shall meet with Owner and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

7.2 **Mortgagee Notice and Cure Rights**. If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to Owner hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

7.3 **Disaffirmation**. If this Agreement is terminated with respect to a portion of the Subject Real Property by reason of any default by Owner, or as a result of a bankruptcy proceeding of Owner, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Owner or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Subject Real Property.

7.4 **Senior to Mortgage.** This Agreement shall be superior and senior to any Mortgage of the interests of the property owner of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

7.5 **No Impairment.** No default of this Agreement by the property owner shall invalidate or impair a Mortgage made in good faith and for value.

7.6 **Subject to Agreement.** Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, shall be subject to all of the terms and conditions contained in this Agreement.

7.7 **No Mortgagee Obligation.** No mortgagee shall have an obligation or duty under this Agreement to perform the Owner's obligations or other affirmative covenants of the Owner hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Owner is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

SECTION 8
NOTICES AND FILINGS

8.1 Manner of Serving. All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

City:

City of Kuna
Attn: Mayor
751 W. 4th Street
Kuna, ID 83634

With a copy to:

William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Owner:

Ray and Susan Montierth
825 Heartland Drive
Nampa, ID 83686

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

8.2 Mailing Effective. Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

SECTION 9
OWNER ASSIGNMENT OF AGREEMENT RIGHTS

9.1 Owner Assignment. The assignment of any of the Owner's rights and obligations of this Agreement shall in accordance with the following:

9.1.1 Complete Assignment of Owner's rights. A total assignment of the Owner's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:

9.1.1.1 Prior written notice from the Owner to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and

9.1.1.2 Owner is not in default of this Agreement or the Assignee tenders to the City a guarantee of the Assignee's performance of the Owner's default upon assignment; and

9.1.1.3 The total assignment by the Owner shall be by a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.

9.1.1.4 In the event of such total assignment of the Owner's rights and obligations hereunder, the Owner's liability under this Agreement shall then terminate.

9.1.2 Affiliated Parties. Notwithstanding any other provisions of this Agreement, upon written notice to City, the Owner may assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with the Owner without consent by City Council and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations under this Agreement.

9.1.3 Successors and Assigns. Notwithstanding any other provisions of this Agreement, the Owner may assign all or part of the Owner's rights and duties under this Agreement as collateral to any financial institution from which the Owner has borrowed funds for use in developing the Subject Real Property. Such an assignment shall not relieve the Owner from any obligations of this Agreement.

SECTION 10
MISCELLANEOUS

10.1 Agreement runs with the Subject Real Property. The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.

10.2 Choice of Law. This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.

10.3 Waiver of Jury Trial. Each Party hereby waives, to the fullest extent permitted by law, any right to trial by jury of any claim, demand, action or cause of action (i) arising under this Agreement or (ii) in any way connected with or related or incidental to this Agreement or any of the transactions related hereto. Each Party hereby agrees and consents that any such any claim, demand, action or cause of action shall be decided by a court trial without a jury and that any Party may file a copy of this Agreement with any court as evidence of such waiver.

10.4 Shared Agreement Legal Defense Costs. In the event that any legal or equitable action or other proceeding is instituted by a third party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Owner may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

10.5 Construction. All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accord with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.

10.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.

10.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by Owner or City shall have any force or effect whatsoever unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

10.8 Exhibits and Recitals. Any exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.

10.9 Further Acts. Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10.10 Good Standing; Authority. Each of the Parties represents to the other as follows:

10.10.1 City. City represents that it is an Idaho municipal corporation in the state of Idaho; and

10.10.2 Owner. Owner represents that it is owns the Subject Real Property and has authority to enter into this Agreement.

10.10.3 Authority. Each Party represents to the other that the individual(s) executing this Agreement on behalf of the Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

10.11 Headings. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

10.12 Names and Plans. Owner or the Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of the Owner or the Developer in connection with the Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

10.13 No Owner Preliminary Representations. Nothing contained herein shall be deemed to initially obligate the Owner or the Developer to complete any part or all of the development of the Project within a specific time line, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement.

10.14 No Partnership; Third-Parties. It is hereby specifically understood, acknowledged and agreed that neither the City nor the Owner nor the Developer shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Owner and or the Developer and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization or legal entity not a Party hereto, and no such other third-party, person, firm, organization or legal entity shall have any right to cause of action hereunder.

10.15 Parties' Intent. It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.

10.16 Recordation. After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.

10.17 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

10.18 Time of Essence. Time is of the essence in implementing the terms of this Agreement.

10.19 Waiver. No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

10.20 Compliance. In connection with the negotiation and performance of this Agreement, City represents and warrants that it has complied and covenants that it shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that it has used and shall use only legitimate and ethical business practices.

[signatures, notary blocks, and exhibits on following pages]

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:

CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By:_____
Joe Stear, Mayor

Attest:

By: _____
Chris Engels, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the State of Idaho to the City of Kuna

_____
Wm. F. Gigray, III, City Attorney

OWNER:

Ray Montierth,

By: _____

Susan Montierth,

By: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Joe Stear, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person 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
[seal] My Commission expires: _____

STATE OF IDAHO)
: ss.
County of Ada)

On this _____ day of _____, 2021, before me, _____, the undersigned, a Notary Public in and for the state of Idaho, personally appeared **Ray Montierth** and **Susan Montierth**, husband and wife, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

_____
Notary Public for Idaho
Residing at: _____
My commission expires: _____

EXHIBIT A
SUBJECT REAL PROPERTY LEGAL DESCRIPTION

EXHIBIT B
H.B. 389

Jace Hellman

From: Jace Hellman
Sent: Tuesday, August 3, 2021 2:35 PM
To: Jace Hellman
Subject: FW: 21-11-AN (Annexation) - Request for Agency Comment

From: Jace Hellman
Sent: Tuesday, August 3, 2021 1:46 PM
To: Ada County Engineer <agilman@adaweb.net>; Ada County Highway District <planningreview@achdidaho.org>; Adam Ingram <adam.ingram@cableone.biz>; Beky Rone (Kuna USPS Addressing) <rebecca.i.rone@usps.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise Project Board of Control <TRitthaler@boiseproject.org>; Brent Moore (Ada County) <bmoore@adacounty.id.gov>; Cable One TV <cheryl.goettsche@cableone.biz>; Catherine Feistner <cfeistner@kunaid.gov>; Central District Health Department <lbadigian@cdhd.idaho.gov>; Chief Fratusco <mfratusco@adacounty.id.gov>; COMPASS <cmiller@compassidaho.org>; David Reinhart <dreinhart@kunaschools.org>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; Idaho Power Easements <easements@idahopower.com>; Idaho Power Easements 2 <kfunke@idahopower.com>; Intermountain Gas <bryce.ostler@intgas.com>; ITD <D3Development.Services@itd.idaho.gov>; J&M Sanitation <Chad.Gordon@jmsanitation.com>; Jace Hellman <jhellman@kunaID.gov>; Krystal Hinkle <khinkle@kunafire.com>; Leon Letson <lletson@adacounty.id.gov>; Marc Boyer (Kuna Postmaster) <marc.c.boyer@usps.gov>; Marci Horner (Meridian School District) <Horner.Marci@westada.org>; Nampa Meridian Irrigation District <nmid@nmid.org>; New York Irrigation <terri@nyid.org>; Paris Dickerson <PDickerson@idahopower.com>; Paul Stevens <PStevens@kunaid.gov>; Robbie Reno <rreno@kunaschools.org>; Stacey Yarrington (Ada County) <syarrington@adacounty.id.gov>; TJ Lawrence (Interim KRFD Chief) <tlawrence@kunafire.com>
Subject: 21-11-AN (Annexation) - Request for Agency Comment

August 3, 2021

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

File Number & Case Name:	21-11-AN (Annexation) – East Kuna Industrial Annexation and Zoning
Project Description	KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approximately 1088 acres into Kuna City Limits with M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification. The nine (9) properties are located generally north and south of Kuna-Mora Road and east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200.)
Applicant	**Jace Hellman – City of Kuna** **Planning and Zoning Department** 751 W 4th St Kuna, ID 83634 208-922-5274 jhellman@kunaid.gov

Tentative Public Hearing Date	Tuesday, **September 14, 2021** 6:00 pm Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634
Staff Contact	Jace Hellman, Planning and Zoning Director jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989
Application Submittal	https://www.dropbox.com/sh/f6ffn3w57q22czm/AADd-qccZVrcUCKYAe9BxQpSa?dl=0
All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*	

Best,

KUNA
Planning & Zoning

Jace Hellman
Planning & Zoning Director
751 W 4th St
Kuna, ID 83634
Office: 208.922.5274
Cell: 208.204.4752
Email: jhellman@kunaid.gov

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

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

Rezone # 21-11-AN

Conditional Use #

Preliminary / Final / Short Plat

City of Kuna

☒ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. We will require more data concerning soil conditions on this Proposal before we can comment.

☐ 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other

☐ 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☐ 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.

☐ 8. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☐ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☐ central water
☐ individual sewage ☐ individual water

☐ 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☐ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☐ central water

☐ 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.

☐ 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 12. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

☐ 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDH.

☐ 14.

Reviewed By: Rory Bond

Date: 8/5/2021

6/20 jos

Review Sheet

RECEIVED
AUG 16 2021
CITY OF KUNA

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

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

August 11, 2021

Doug Hanson, Planner I
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 21-11-AN/ East Kuna Industrial

Dear Doug:

Nampa & Meridian Irrigation District (NMID) has no comment on the above-referenced application as it lies outside of our district boundaries.

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

Please feel free to contact me with any further questions

Sincerely,

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

Cc:
Office/ file

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

ADA COUNTY DEVELOPMENT SERVICES

200 W. FRONT STREET, BOISE, IDAHO 83702-7300 PHONE (208) 287-7900
https://adacounty.id.gov/developmentservices FAX (208) 287-7909

BUILDING • COMMUNITY PLANNING • ENGINEERING & SURVEYING • PERMITTING

June 28, 2021

Doug Hanson
Kuna City Planning Department
PO Box 13
Kuna, ID 83634

RE: 21-11-AN / Parcels: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100, S2007111200/ East Kuna Industrial

Doug,

The City of Kuna has requested feedback regarding the proposed annexation of 1,088-acres general located north and south of Kuna Mora Road and east of Cole Road with a M-1 (Light Manufacturing/ Industrial District) and M-2 (Heavy Manufacturing/ Industrial District) zoning to allow for future industrial uses.

Ada County is supportive of the application due to the compatibility of the proposed zoning with the surrounding area, which includes such uses as feed lots, meat packing facilities, and gravel/rock pits.

The City of Kuna has adopted an updated comprehensive plan, which has not been adopted by Ada County, however, the site is located within the Area of City Impact. Therefore, the application is consistent with the City's Future Land Use Map designating the site as light manufacturing/industrial; and the application complies with the following Comprehensive Plan goals regarding development within Areas of City Impact and Regional Economic Growth.

Goal 2.2a: Support the land-use and development policies expressed in adopted comprehensive plans for the Areas of City Impact.

Goal 3.2a: Incorporated areas/Areas of City Impact. Direct industrial and employment uses within the cities and ACIs consistent with the goals and policies of the applicable comprehensive plan.

The site is contiguous to City of Kuna limits and Ada County looks forward to working with city staff in the renegotiation and adoption of the updated comprehensive plan.

Please feel free to contact me with any questions.

Sincerely,

Stacey Yarrington

Stacey Yarrington
Community & Regional Planner
Ada County Development Services

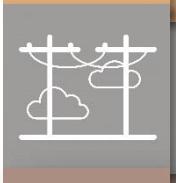
Communities in Motion 2040 2.0 Development Review

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: East Kuna Industrial **Agency: Kuna**

CIM Vision Category: Rural

New households: 0 **New jobs: ±7,500** **Exceeds CIM forecast: Yes**

CIM Corridor: **Cole 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: **<10** Jobs within 1 mile: **740** Jobs/Housing Ratio: **>100**	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: **>4 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: **1,510 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: **>4 miles** Nearest public park: **>4 miles** Nearest grocery store: **>4 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

East Kuna Industrial is estimated to create about 7,500 new jobs in an area that was designated rural in the COMPASS 2040 Regional Long-Range Plan. The proposal exceeds growth forecasted for this area and transportation infrastructure may not be able to support the new transportation demands. There are no planned road improvements to nearby arterials at this time. While additional industrial jobs are needed to support the local and regional economy, nearby housing and commercial centers that will support this industrial project are likely accessed only by vehicle and there are no plans for public transportation to this location. To note, emergency services are located greater than four miles away which may increase response times.

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

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

Catherine Feistner, E.I.T.
Asst. Kuna City Engineer

Brady Barroso
Engineering Technician I

Annexation Memorandum

TO:	Jace Hellman	- Planning and Zoning Director
FROM:	Brady Barroso	- Engineering Technician I
	Catherine Feistner, E.I.T.	- Assistant Kuna City Engineer
RE:	Public Works Comments for East Kuna Industrial	
	21-11-AN (Annexation), 21-03-DA (Development Agreement)	
DATE:	30 August 2021	

The East Kuna Industrial properties are located north and south of Kuna Mora Rd and east of S Cole Rd. The proposed annexation and development agreement with Planning and Zoning acceptance date of August 3, 2021 has been reviewed. The applicant wishes to annex with a City of Kuna (City) M-1 (light industrial) zone and M-2 (heavy industrial) zone. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff supports this development. The applicant has been actively involved with Public Works to provide solutions for their development.

These comments may be expanded or refined based on future land-use actions.

1. **Inspection Fees**
   a. An inspection fee will apply to inspect the final construction of water, sewer and irrigation facilities associated with this development.
   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.
   c. The developer's engineer and the City's inspector are permitted to coordinate inspections. The current inspection fee is $1.00 per lineal foot of sewer, water and pressure irrigation pipe. *Payment is due and payable prior to the pre-construction meeting.*
   d. The Kuna Rural Fire District's current hydrant flow testing and plat base fee are $300.00 and $75.00 respectively for a total of $375.00. *Payment is due and payable prior to the pre-construction meeting.*

2. **General**
   a. The applicant requests 1087.71 acres to be annexed into the City of Kuna with an intent of M-1 and M-2 zoning designation upon annexation.

b. A traffic study is required to understand the employee population projection and impact on infrastructure.
c. A plan approval letter will be required if this project affects any local irrigation districts.
d. Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
e. All positional information shall be from the most recent state plane coordinate system.
f. Provide engineering certification on all final engineering drawings.
g. If the applicant proposes private streets, streetlights will not be owned and maintained by the City. City Code 5-18-1 states that private, dead-end roads may not exceed 450-ft in length.
h. The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrances of the subdivision, at intersections, and at every 250' interval. Streetlights should be coincident with Fire Hydrants whenever possible.
i. Fire suppression shall be available and approved by KRFD.
j. No building construction can begin without adequate fire protection.

3. Right-of-Way

a. Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
b. Approaches onto classified streets must comply with ACHD approach policies.
c. All street construction must meet or exceed City of Kuna and ACHD development standards.
d. All city mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
e. The KRFD Deputy Fire Marshal, or the representative, must approve fire access to the industrial subdivision.
f. Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4. Sanitary Sewer

a. The applicant's property is not connected to City services. The applicant is in communication with the Public Works team to design and construct east Kuna infrastructure.
b. The industrial subdivision's sewer system must receive approval from Idaho Department of Environmental Quality and Central District Health.
c. City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels. At this time, the applicant will decommission any septic systems and connect to City Sewer services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.

5. Potable Water

a. The applicant's property is not connected to City services. The applicant is in communication with the Public Works team to design and construct east Kuna infrastructure.
b. The industrial subdivision's well system must receive approval from Idaho Department of Water Resources, CDH, and IDEQ.
c. City Code 6-4-2 requires the subdivision to connect to the City water system. City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels.

6. Pressurized Irrigation

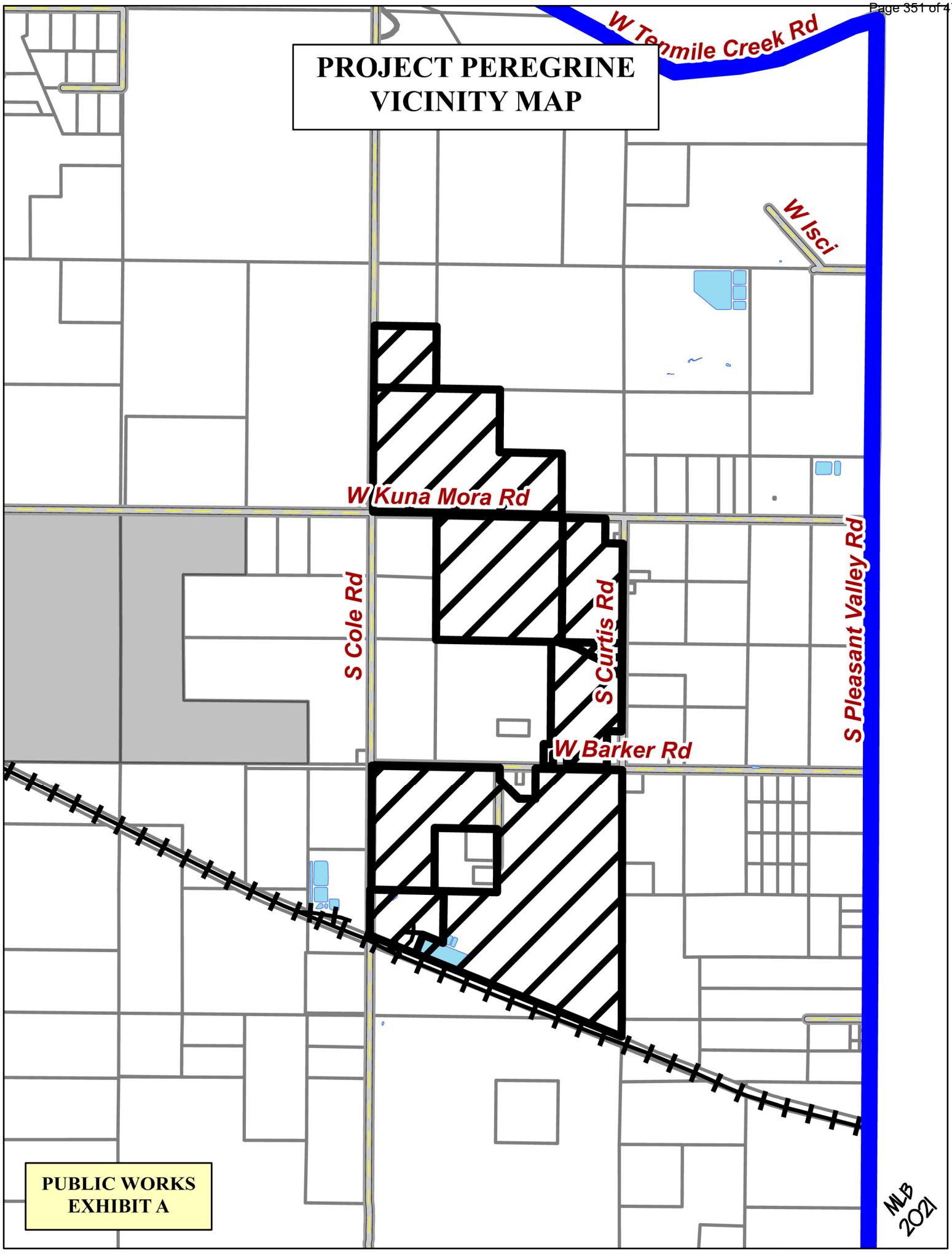
a. The applicant's property is not connected to City services. The applicant is in communication with the Public Works team to design and construct east Kuna infrastructure.
b. Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
c. If the applicant plans to use an existing well for irrigation purposes, water rights shall be adjusted to match usage.
d. If applicable, a communal well shall be recorded on the final plat.
e. If applicable, a gravity irrigation system must be approved through the City and the appropriate irrigation district.
f. This project does not require connection to the City's Pressurized Irrigation system at this time.
g. Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.

7. Grading and Storm Drainage

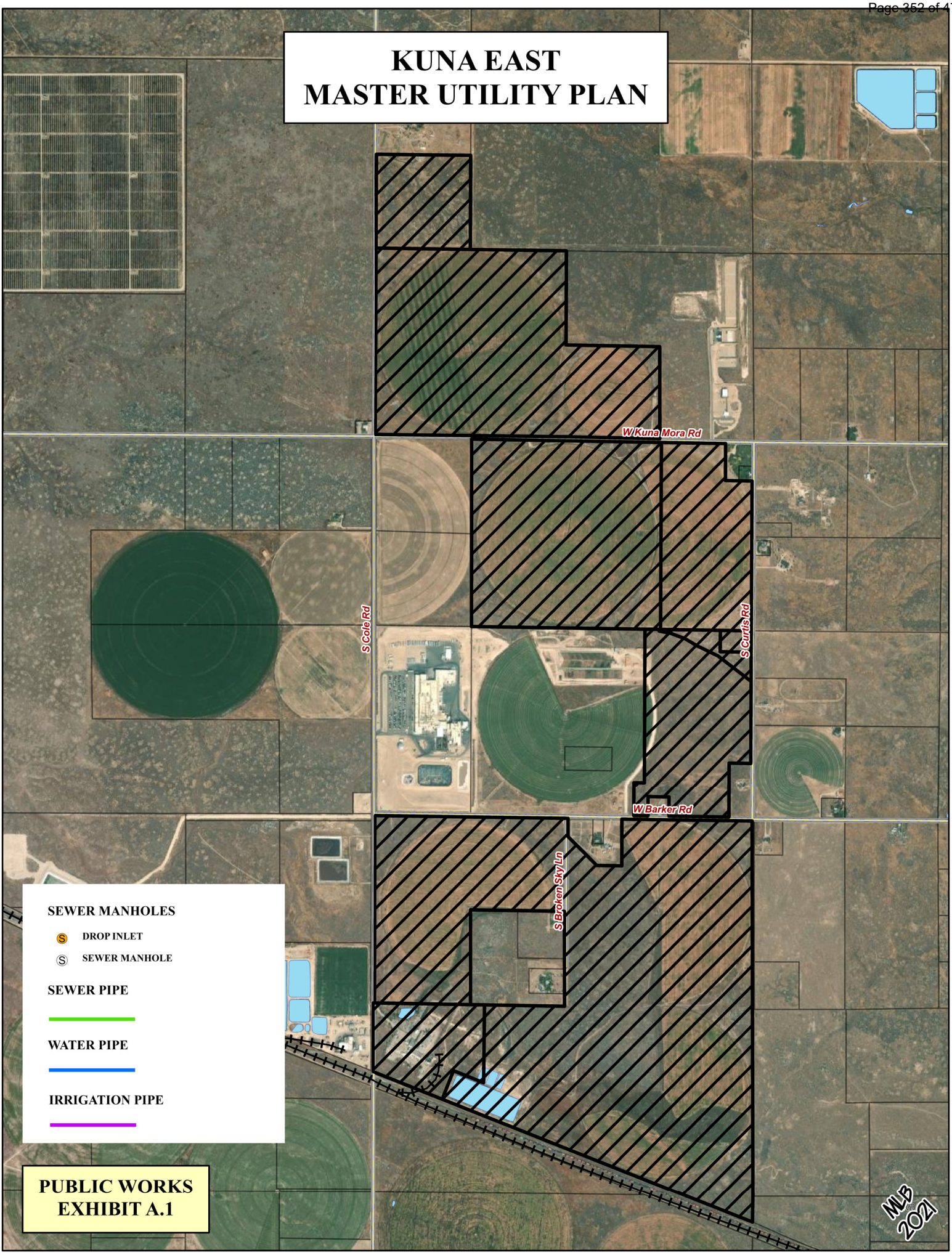
a. Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
b. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
c. Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
d. Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.

8. As-Built Drawings

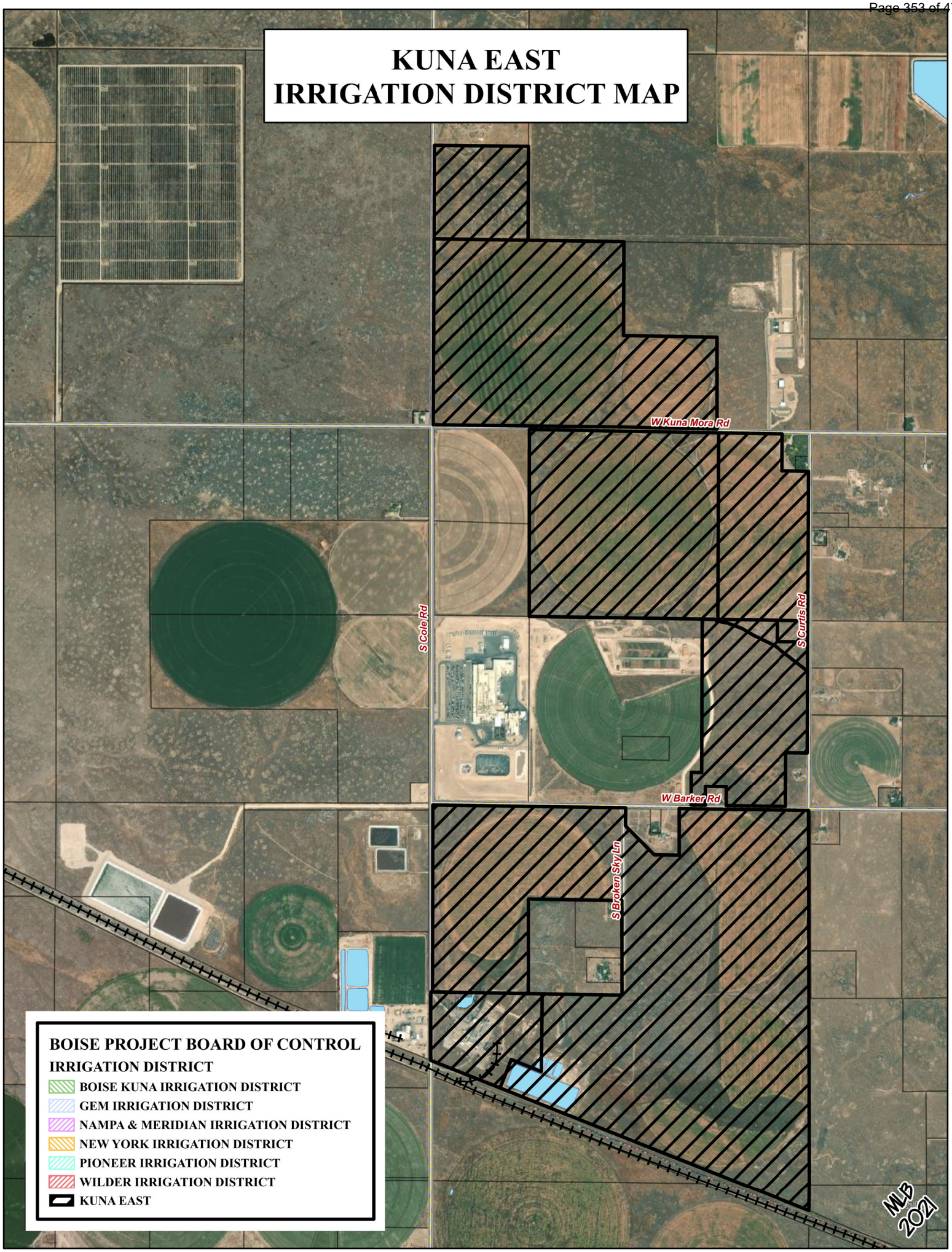
a. As-built drawings will be required of any/all public facilities.
b. The Development Agreement is not ready for approval and is still in the process of negotiation.


PROJECT PEREGRINE
VICINITY MAP
W Tenmile Creek Rd
W Isci
W Kuna Mora Rd
S Cole Rd
S Curtis Rd
S Pleasant Valley Rd
W Barker Rd
PUBLIC WORKS
EXHIBIT A
MLB
2021

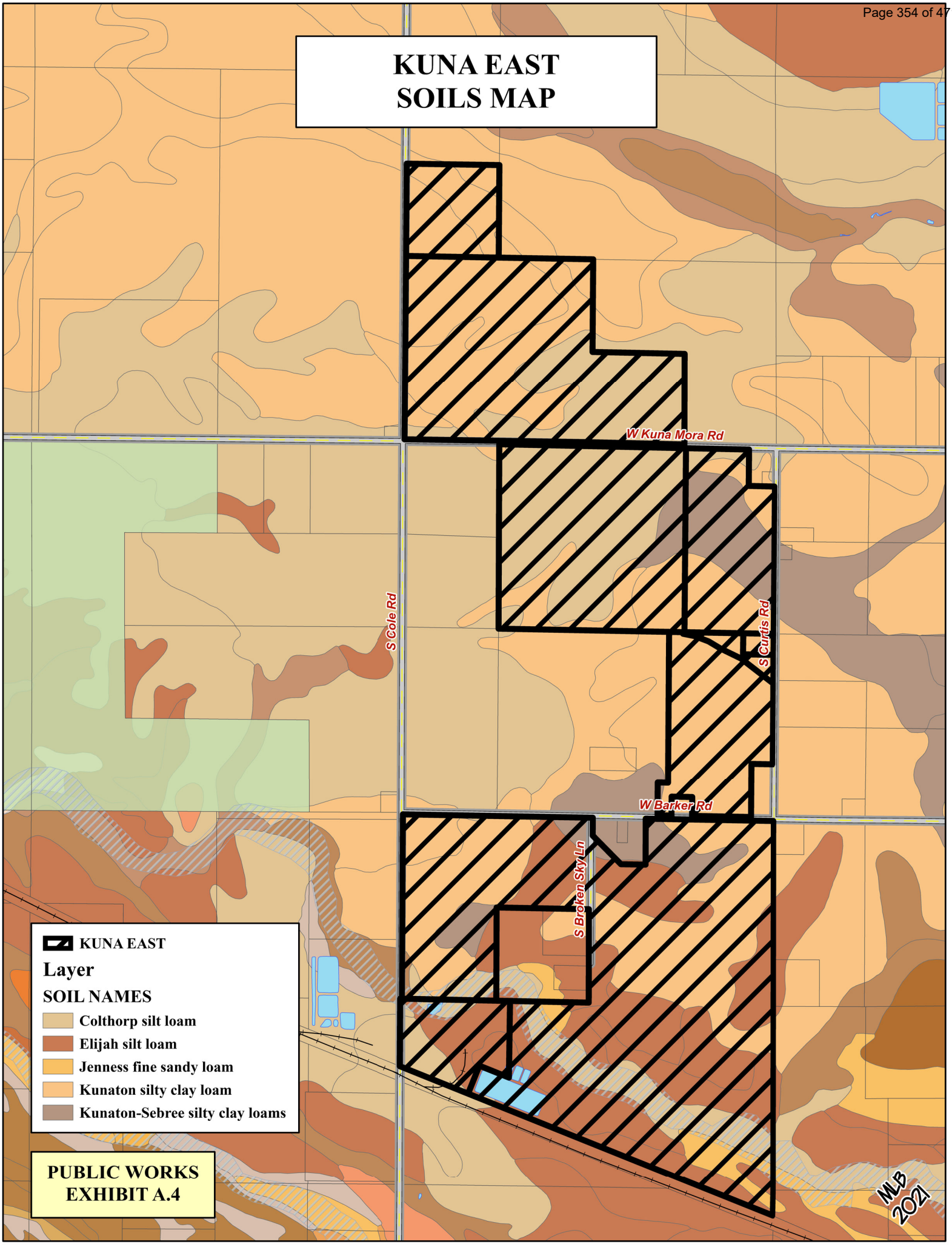
KUNA EAST
MASTER UTILITY PLAN



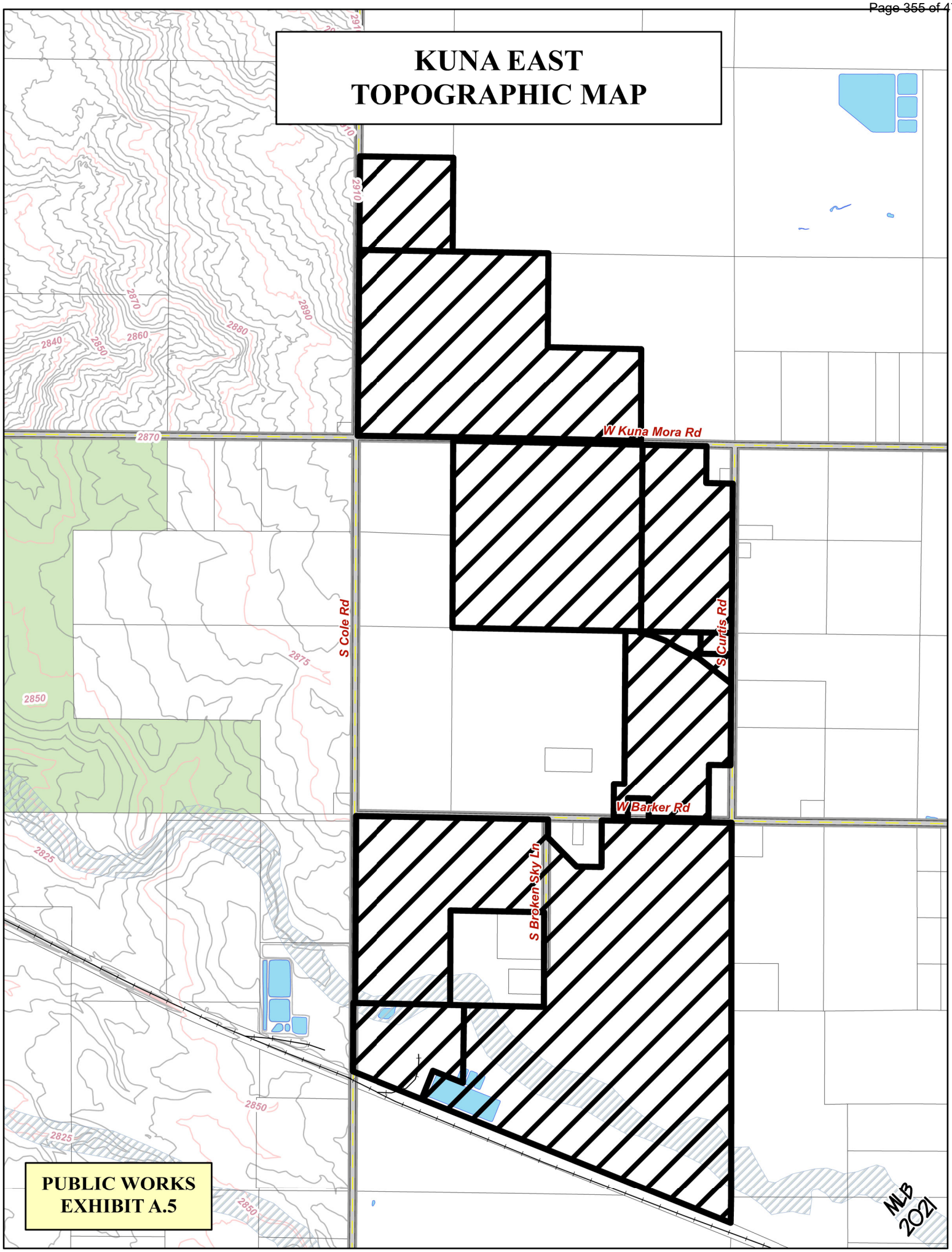
KUNA EAST IRRIGATION DISTRICT MAP



KUNA EAST SOILS MAP

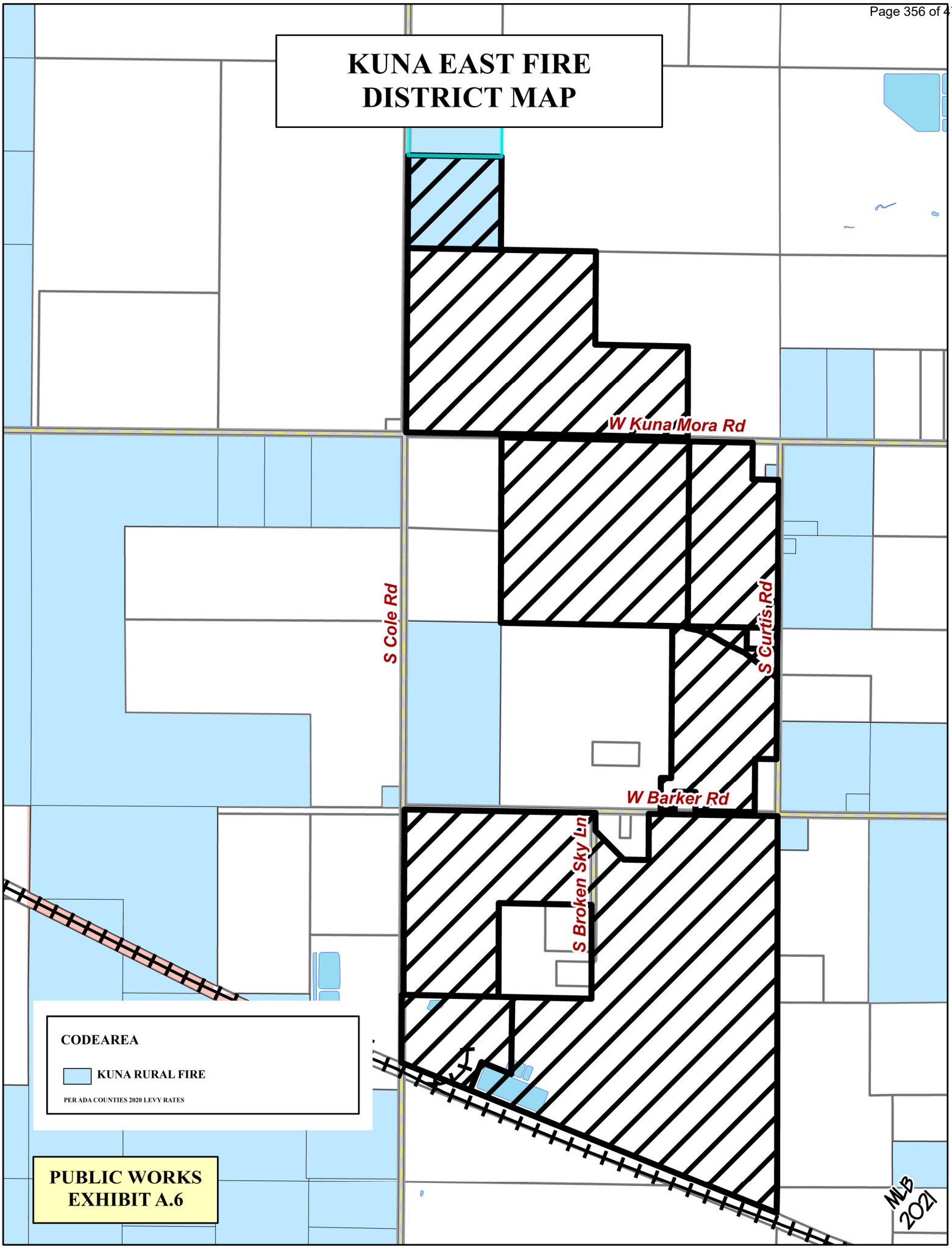


KUNA EAST
TOPOGRAPHIC MAP

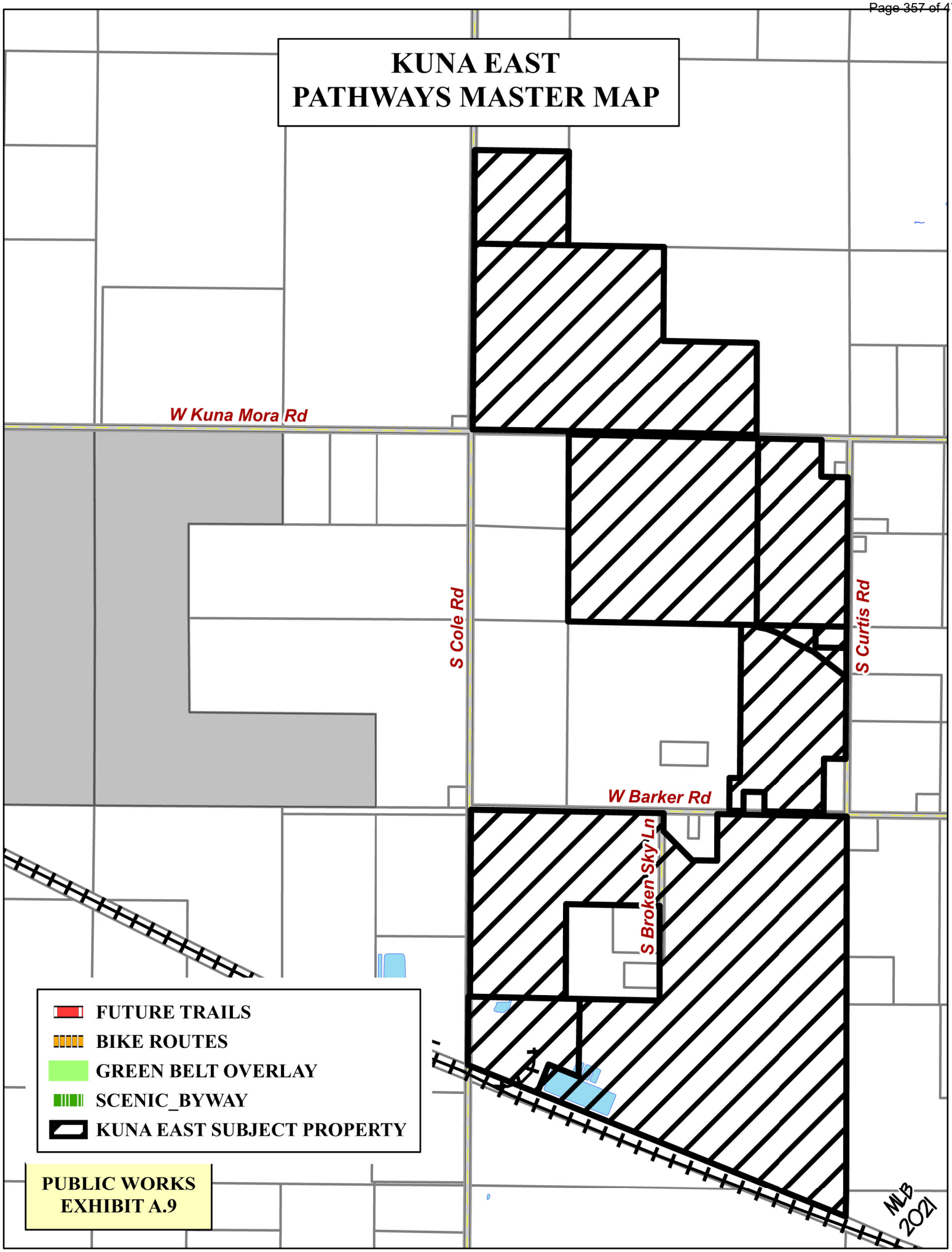


PUBLIC WORKS
EXHIBIT A.5

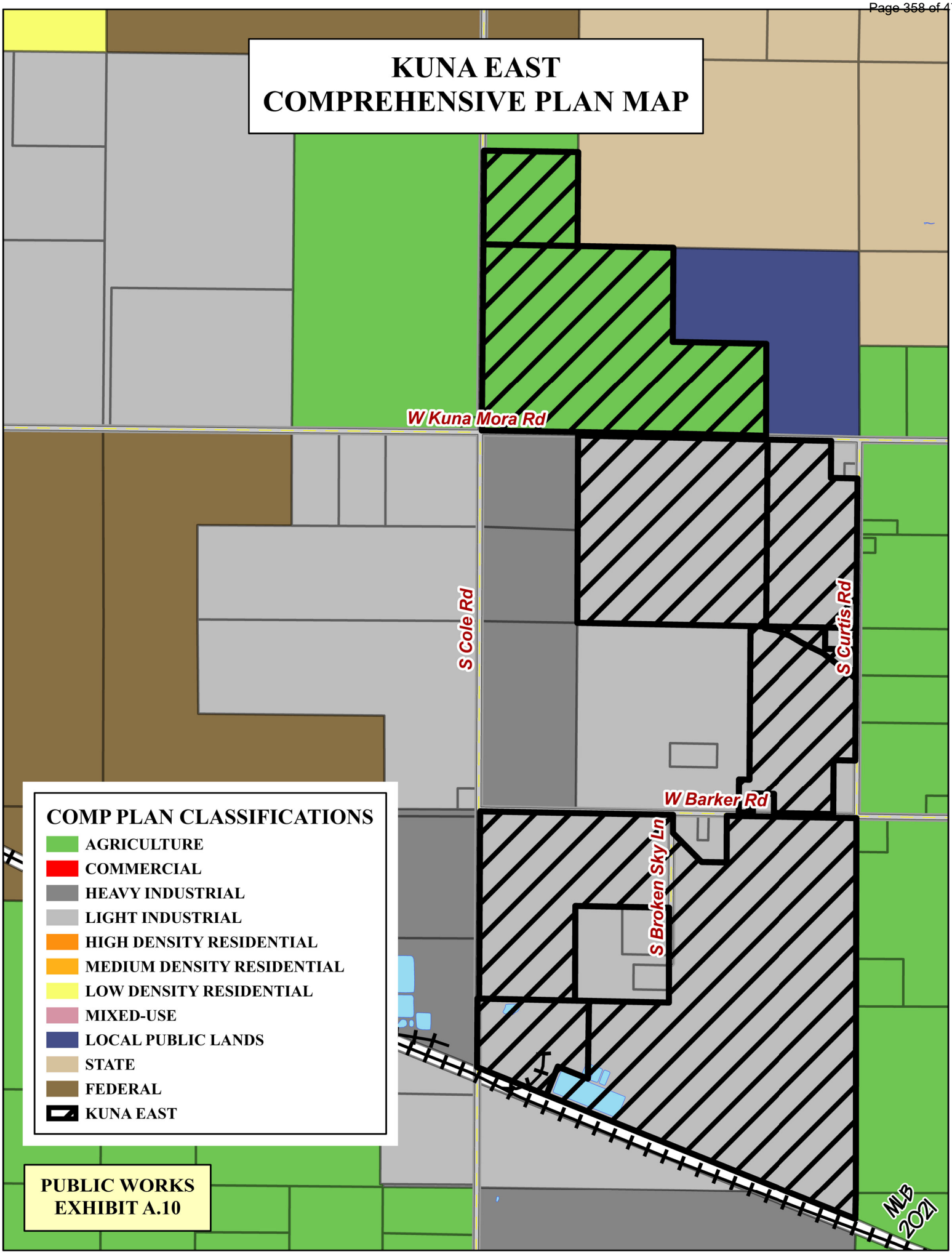
KUNA EAST FIRE DISTRICT MAP



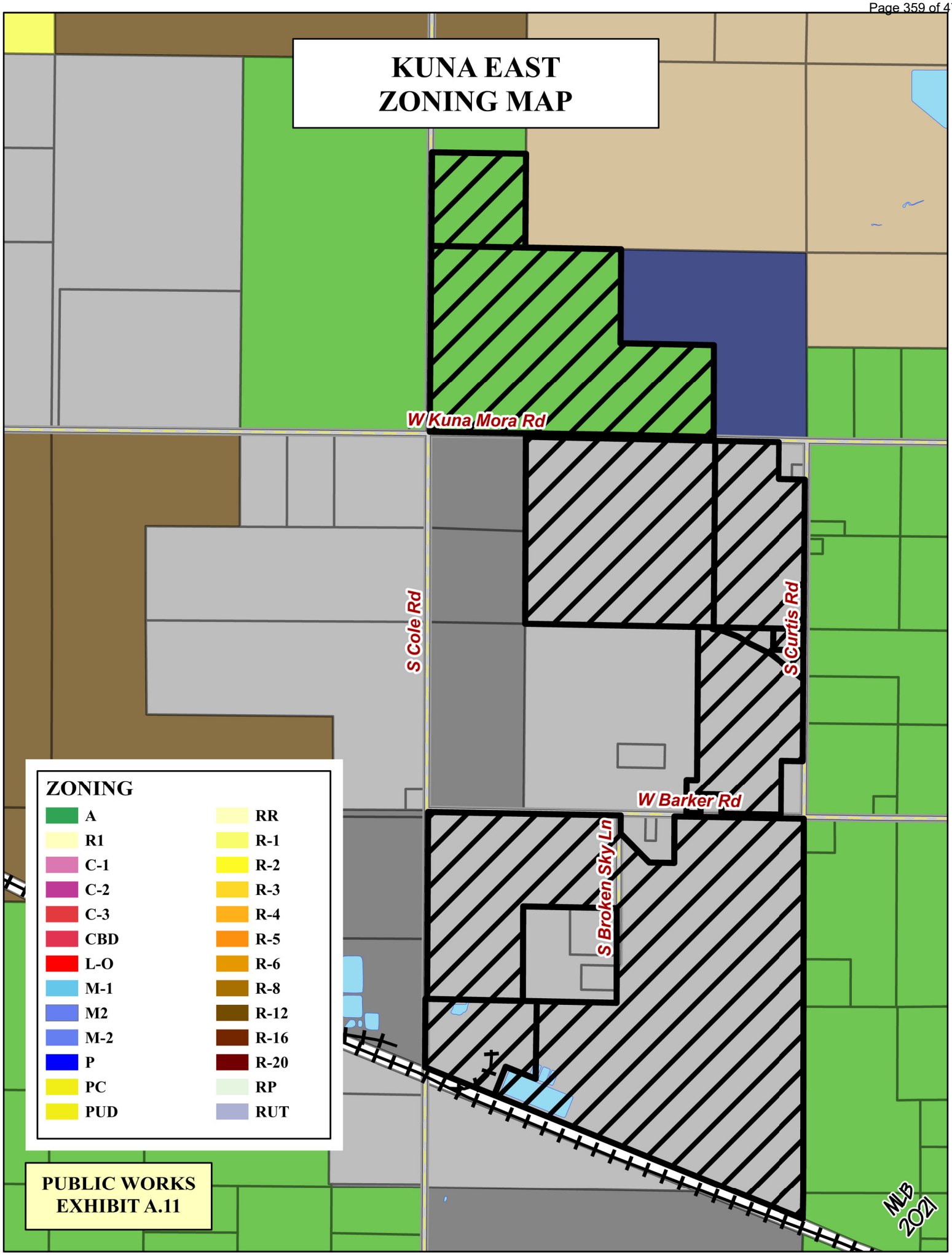
KUNA EAST PATHWAYS MASTER MAP



KUNA EAST COMPREHENSIVE PLAN MAP



KUNA EAST ZONING MAP



Development Services Department

Project/File: **East Kuna Industrial/ KUNA21-0006/ 21-11-AN**
This is an annexation and rezone with a development agreement with the City of Kuna for a 1,087.71 acre site. The site is located between Cole Road and Pleasant Valley Road.

Lead Agency: City of Kuna

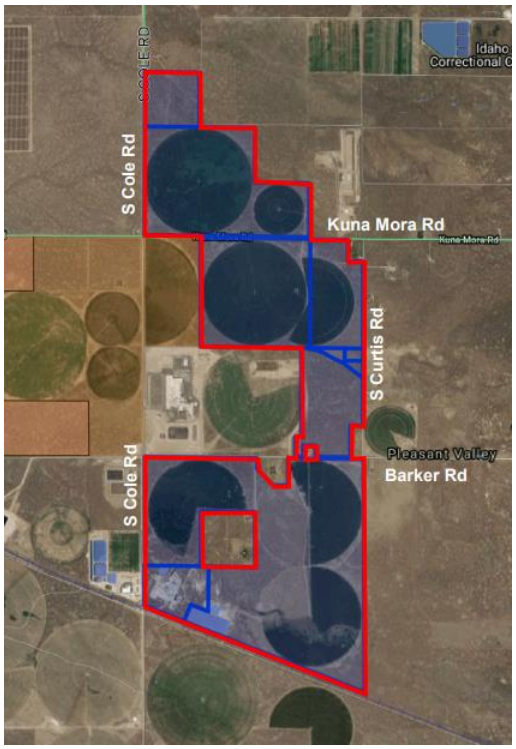
Site address: East of Cole Road
West of Pleasant Valley Road

Staff Approval: September 9, 2021

Applicant: KC Gardner Company, LC.
201 S Main Street
#2000
Salt Lake City, UT 84111

Representative: The Land Group, Inc.
462 E Shore Drive
Suite #100
Eagle, ID 83616

Staff Contact: Brenna Garro
Phone: 387-6346
E-mail: bgarro@achdidaho.org



A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval for an annexation of 1,087.71 acres into the City of Kuna and a rezone from RP (Rural Preservation) to M1 and M2 (Light Industrial and Heavy Industrial) with the City of Kuna.

   This proposal is consistent with the City of Kuna's Comprehensive plan which designates this area as light industrial and agriculture.

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

Direction	Land Use	Zoning
North	Agriculture, State Lands, & Public	RP
South	Light Industrial & Heavy Industrial	RP
East	Agriculture	RP
West	Agriculture, Light Industrial, & Heavy Industrial	RP & M-1

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- The C & G Farms Annexation, an annexation of 440.253 acres into the City of Kuna and a rezone to M-1/ M-2, is located directly west of the site and was approved by ACHD in September of 2020.

5. **Transit:** Transit services are not available to serve this site.

6. **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.

7. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
There are no roadways, bridges, or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).

8. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

   The BMP identifies Cole Road as a Level 2 facility and Kuna Mora Road as a Level 3 facility that will be constructed as part of a future ACHD project.

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	Average Daily Trips	PM Peak Hour Trips
General Light Industrial (1,000 square feet)	4.96	0.63
Industrial Park (1,000 square feet)	3.37	0.40
Manufacturing (1,000 square feet)	3.93	0.67
Warehousing (1,000 square feet)	1.74	0.19
High-Cube Cold Storage (1,000 square feet)	2.12	0.12

2. **Condition of Area Roadways**
Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Kuna Mora Road	4,926-feet	Expressway	293	Better than "E"
Cole Road	3,962-feet	Principal Arterial	4	Better than "E"

Cole Road	3,590-feet	Local	281	N/A
Barker Road	4,550-feet	Local	N/A	N/A
Curtis Road	3,974-feet	Local	N/A	N/A

* Acceptable level of service for a two-lane principal arterial is "E" (690 VPH).

3. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Kuna Mora Road west of Pleasant Valley Road was 3,304 on 09/25/2019.
- The average daily traffic count for Cole Road north of Kuna Mora Road was 53 on 12/19/2017.
- The average daily traffic count for Cole Road south of Kuna Mora Road was 2,090 on 08/06/2020.
- There are no current traffic counts for these portions of Barker Road or Curtis Road.

C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some of the findings for consideration that the District may identify when it reviews future development application(s). The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. Kuna Mora Road Interim Policy

On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy (attached), which identifies Kuna-Mora Road as a future expressway and established criteria for right-of-way preservation, drainage, intersections, setbacks, and access for future development along the roadway.

2. Kuna Mora Road Interim Policy

a. Existing Conditions: Kuna Mora Road is improved with 2-travel lanes and no curb, gutter, or sidewalk abutting the site. There is 49-feet of right-of-way for Kuna Mora Road.

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 7-lane street section shall be 96-feet (back-of-curb to back-of-curb) within 120-feet of right-of-way. This width typically accommodates three travel lanes in each direction, a continuous raised or landscaped median with intermittent turn lanes, and safety shoulders.

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.

Roadways Outside City's Area of Impact: District Policy 7205.2 states that if a proposed development abuts a paved road outside a City's area of impact, the District may consider waiving the requirement to construct sidewalk along the arterial roadway. If this waiver is granted, other requirements may be established to accommodate pedestrians and non-motorized travel.

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. This segment of Kuna Mora Road is designated in the MSM as a MSM as a Mobility Corridor with 7-lanes within 200-feet of right-of-way.

c. **Staff Comments/Recommendations:** On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy (attached), which identifies Kuna-Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections, and access.

   As part of any future development application the applicant should be required to dedicate right-of-way to total 100-feet from the centerline of Kuna Mora Road abutting the site and set all permanent structures back 150-feet from the centerline of Kuna Mora Road abutting the site.

   Additionally, the applicant should be required to widen the pavement on Kuna Mora Road to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. A 5-foot wide detached concrete sidewalk located 93-feet from the centerline of the roadway should also be constructed on Kuna Mora Road abutting the entire site.

   The applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy (see attachment 3).

3. Cole Road (North of Kuna Mora Road) and Barker Road

a. **Existing Conditions:** Cole Road, north of Kuna Mora Road, is improved with 2-travel lanes and no curb, gutter, or sidewalk abutting the site. There is 50-feet of right-of-way for Cole Road (22-feet from centerline).

Barker Road is improved with 2-travel lanes and no curb, gutter, or sidewalk abutting the site. There is 51-feet of right-of-way for Barker Road (23-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.

Roadways Outside City's Area of Impact: District Policy 7205.2 states that if a proposed development abuts a paved road outside a City's area of impact, the District may consider waiving the requirement to construct sidewalk along the arterial roadway. If this waiver is granted, other requirements may be established to accommodate pedestrians and non-motorized travel.

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 Cole Road and Barker Road are

designated in the MSM as Residential Arterials with 3-lanes and 46-foot street sections within 70-feet of right-of-way.

c. Staff Comments/Recommendations: As part of a future development application, the applicant should be required to dedicate additional right-of-way to total 35-feet from the centerline of Cole Road, north of Kuna Mora Road, and Barker Road abutting the site.

As part of a future development application, the applicant should be required to construct Cole Road, north of Kuna Mora Road, and Barker Road with pavement widening to total 17-feet from the centerline, 3-foot wide gravel shoulders, and 5-foot wide detached concrete sidewalk located a minimum of 29-feet from the centerline of Cole Road and Barker Road.

4. Cole Road (South of Barker Road) and Curtis Road

a. Existing Conditions: Cole Road, south of Barker Road, is improved with 2-travel lanes and no vertical curb, gutter, or sidewalk abutting the site. There is 57-feet of right-of-way for Cole Road (19-feet from centerline).

Curtis Road is improved with 2-travel lanes and no vertical curb, gutter, or sidewalk abutting the site. There is 50-feet of right of way for Curtis Road (25-feet from centerline).

b. Policy:

Industrial Roadway Policy: District Policy 7209.2.1 states that the developer is responsible for improving all industrial 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 7209.5 states that right-of-way widths for new industrial roadways shall be 50-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 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 52-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and on-street parking.

Sidewalk Policy: District Policy 7209.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on one side of all industrial 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 7209.5.7 states that the minimum radius permitted for a turnaround is 55-feet to back-of-curb.

Minor Improvements Policy: District Policy 7203.3 states that minor improvements to existing

c. Staff Comments/Recommendations: As part of a future development application, the applicant should be required to improve Cole Road, south of Barker Road, and Curtis Road abutting the site as ½ of a 40-foot industrial street sections with vertical curb, gutter, and 5-foot wide attached (or 5-foot wide detached) concrete sidewalk. Detached concrete sidewalk should be located a minimum of 26-feet from the centerline of Cole Road and Curtis Road.

5. New Industrial Roads

a. Existing Conditions: There are no industrial roadways within the site.

b. Policy:

Industrial Roadway Policy: District Policy 7209.2.1 states that the developer is responsible for improving all industrial 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 7209.5 states that right-of-way widths for new industrial roadways shall be 50-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 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 52-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and on-street parking.

Continuation of Streets Policy: District Policy 7209.2.4 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 7209.5.6 requires concrete sidewalks at least 5-feet wide to be constructed on one side of all industrial 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 7209.5.7 states that the minimum radius permitted for a turnaround is 55-feet to back-of-curb.

Landscape Medians Policy: District policy 7209.5.15 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 a future development application, the applicant should be required to design and construct the internal industrial streets to meet District policies listed above.

6. Roadway Offsets

a. Existing Conditions: There are no roadways 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 signalized collector roadways intersecting minor arterials is one half-mile.

District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting principal arterials is one half-mile.

District policy 7206.4.2 states that the optimum spacing for unsignalized collectors intersecting minor arterial roadways is 1,320-feet.

District policy 7206.4.2 states that the preferred spacing for new collectors intersecting existing collectors is ¼ mile to allow for adequate signal spacing and alignment.

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).

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).

District policy 7209.4.2, requires industrial 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: As part of a future development application, the applicant should construct the roadway intersections to meet District policies listed above.

As part of any future development application, the applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy. Consistent with the Kuna Mora Interim Policy and ACHD policy, access to the site should come from Cole Road, Curtis Road, or Barker Road as direct lot access to Kuna Mora Road, if allowed, would be temporary and alternative provisions for access to the site would be required.

7. Driveways

7.1 Kuna Mora Road

a. 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 7205.4.7 states that direct access to principal 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 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.

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.

Temporary Access Policy: District Policy 7202.4.2 identifies a temporary access as that which "is permitted for use until appropriate alternative access becomes available". Temporary access may be granted through a development agreement or similar method, and the developer shall be responsible for providing a financial guarantee for the future closure of the driveway.

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.

b. Staff Comments/Recommendations: As part of any future development application, the applicant should be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Road Interim Policy. Consistent with the Kuna Mora Interim Policy and ACHD policy, access to the site should come from Cole Road, as direct lot access to Kuna Mora Road, if allowed, would be temporary and alternative provisions for access to the site would be required.

If access is proposed onto Kuna Mora Road, the applicant should be required to submit a traffic analysis that shows that the access onto Kuna Mora Road is necessary to serve the site. IF

temporary access is deemed necessary onto Kuna Mora Road, the access should meet the following criteria:

- ½ mile spacing is required for right-in/right-out/left-in restricted access. Not signals allowed at these locations. The intersection would require the construction of a left turn lane, acceleration, and deceleration lanes. This would also provide room for this to serve as a U-turn location.
- ¼ mile spacing is required for right-in/right-out restricted access. The intersection would require the construction of acceleration and deceleration lanes.

7.2 Cole Road (North of Kuna Mora Road) and Barker Road

a. 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 7205.4.7 states that direct access to principal 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 1b under District policy 7205.4.7, unless a waiver for the access point has been approved by the District Commission. Driveways, when approved on a principal arterial shall operate as a right-in/right-out only, and the District will require the construction of a raised median to restrict the left turning movements.

Driveway Location Policy: District policy 7205.4.7 requires driveways located on principal arterial roadways to be located a minimum of 355-feet from the nearest intersection for a right-in/right-out only driveway. Full-access driveways are not allowed on principal arterial roadways.

Successive Driveways: District policy 7205.4.7 Table 1b, requires driveways located on principal arterial roadways with a speed limit of 20 MPH to align or offset a minimum of 355-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.

Temporary Access Policy: District Policy 7202.4.2 identifies a temporary access as that which "is permitted for use until appropriate alternative access becomes available". Temporary access may be granted through a development agreement or similar method, and the developer shall be responsible for providing a financial guarantee for the future closure of the driveway.

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 on Cole Road (north of Kuna Mora Road) and Barker Road is not guaranteed to be allowed by ACHD as part of the future development application. If access is requested on Cole Road (north of Kuna Mora Road) and Barker Road, an access analysis may be required to be submitted to ACHD for review prior to the submittal of the development application.

13.6 Cole Road (South of Barker) and Curtis Road

a. Policy:

Driveway Location Policy: District policy 7209.4.1 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 7209.4.1 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 7209.4.3 restricts industrial driveways to a maximum width of 40-feet. Most industrial driveways will be constructed as curb-cut type facilities.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7209.4.3, 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 7209.4.3 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.

b. Staff Comments/Recommendations: The future development application will be subject to the District policies listed above.

8. 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: If the City of Kuna approves the private road, the applicant shall be required to pave the private roadway a minimum of 20 to 24-feet wide 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, which is a part of this application, will 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.

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

Kuna Mora Road is classified as a principal arterial and future expressway and Cole Road (north of Kuna Mora Road) and Barker Road are classified as arterial roadways. Other than the access specifically approved with future applications, direct lot access is prohibited to these roadways.

D. Site Specific Conditions of Approval

This application is for annexation and rezone 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.

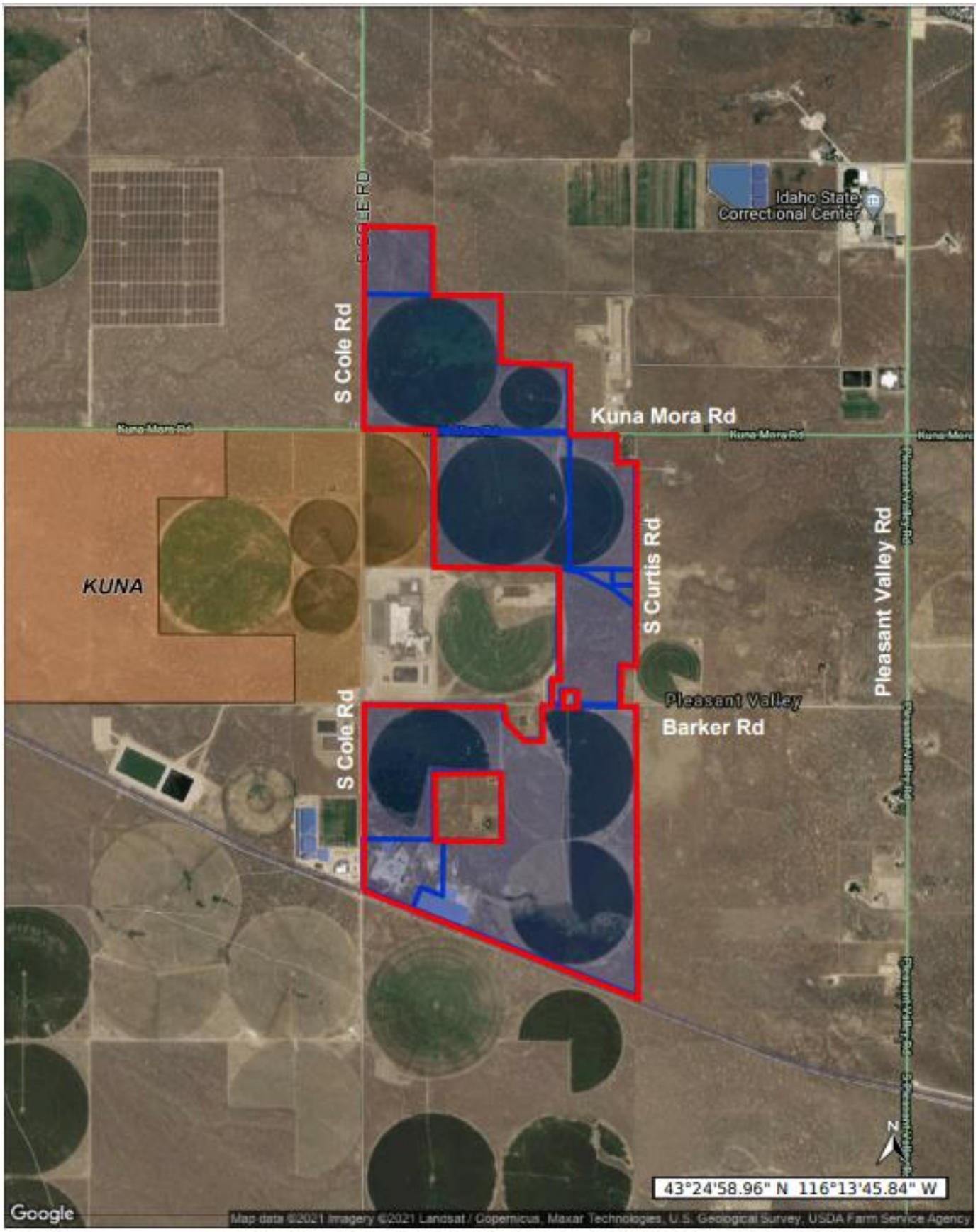
F. Conclusions of Law

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.

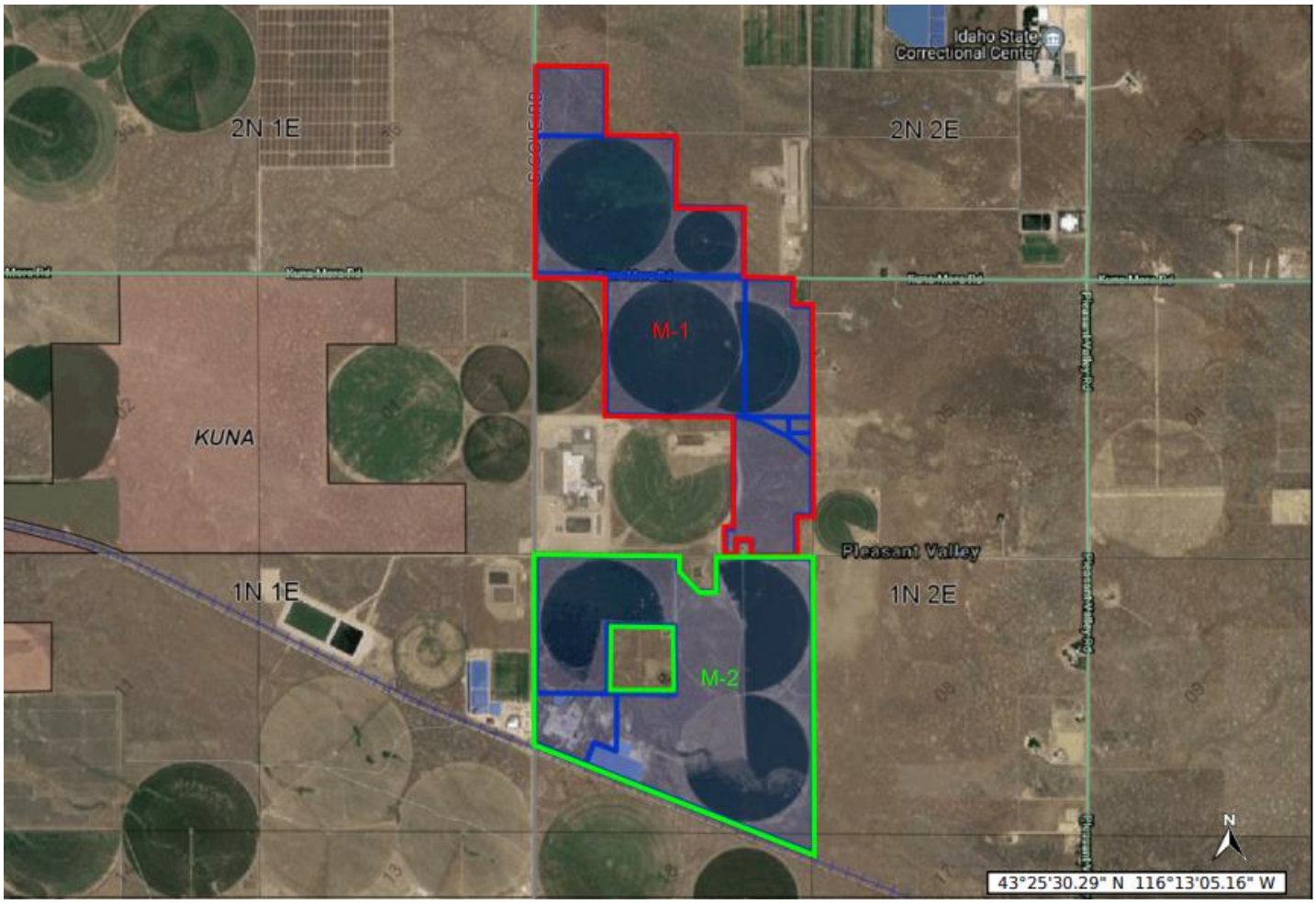
G. Attachments

1. Vicinity Map
2. Site Plan
3. Kuna Mora Interim Policy
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP



SITE PLAN


Idaho State Correctional Center
2N 1E
2N 2E
M-1
KUNA
Pleasant Valley
1N 1E
1N 2E
M-2
N
43°25'30.29" N 116°13'05.16" W

Ada County Highway District

KUNA-MORA ROAD INTERIM POLICY Adopted 6/20/2007

Roadway Function: As noted in *Communities in Motion* (COMPASS), the region should consider long-term travel alternatives to I-84, and proposed and potential development may preclude Kuna-Mora as a future expressway unless a design is completed within the next 1-2 years. It is also noted that "Kuna-Mora Road should be preserved to allow for an expressway with potential grade-separated interchanges; and to maintain the right-of-way to construct a future expressway and interchanges, local governments along the corridor should stipulate a minimum setback of 150' from the centerline of Kuna-Mora. …At the intersections of Kuna-Mora Road with major roads, setbacks should be negotiated to preserve future interchanges. …As with any major road, future land uses along the corridor need to be planned with an eye toward regional needs – not just reacting to the immediate market." Kuna-Mora Road is not only needed to serve development in the area, but also higher speeds and volumes of through vehicular and truck traffic. While it has not been formally established that Kuna-Mora Road will be an official I-84 bypass, its direct route through the south part of the County lends itself to that type of roadway. Kuna-Mora Road would connect SH 45 in Canyon County east to I-84, with a connection to McDermott Road, which is also proposed in *Communities in Motion* as a long-term expressway corridor. Additionally the roadway will be used as the only main east-west access for future development in the area. A 50MPH posted speed limit, and 55MPH design speed are recommended for the entire length of the corridor.

Corridor Preservation/Roadway Section: A 200' wide corridor shall be preserved. This right-of-way width could accommodate a roadway with three travel lanes in each direction, center turn lanes where needed, and a center island. Also included are paved safety shoulders and adequate clear zone areas, as well as possible drainage areas.

Additional turn lanes and associated right-of-way (in excess of 200') may be required for intersections needed for development. These needs will be identified by Traffic Services upon review of the traffic impact study.

Drainage: Drainage can be accommodated in the clear zone slope area for a 4-lane roadway. When the roadway is widened to 6-lanes, the same system should be able to accommodate the drainage needs. At intersection approaches these drainage areas will need to narrow or terminate for left turn lanes and acceleration/deceleration lanes. Developers may be required to provide drainage systems/treatment outside of the right-of-way for road widening associated with their development. For future widening to 6-lanes, portions of the drainage areas would convert to additional lanes and there would still be sufficient capacity within the existing ditch. A storm water system could be developed through an urban section if necessary, but due to the high costs associated with that, the rural section and drainage is recommended.

Intersections: Three intersections along the corridor were identified as higher volume; higher use intersections that may require attention beyond a standard intersection footprint. These intersections are SH-69/Meridian Road, Cloverdale Road and Pleasant Valley Road. It is possible that others may be identified by traffic studies as they are conducted for development. As noted in Communities in Motion, future interchanges may need to be preserved. These intersections may need to be signalized as development occurs, possibly before build-out of the subdivision(s)/development, to ensure that the facilities are in place. Road trust deposits may also be required for signals. The intersections will be evaluated for signal installation and funding with the first development application located at or near the intersection. Due to the speed of the roadway, advance warning flashers should also be installed. For other intersections where signalization does not occur, Kuna-Mora Road will have the through condition and the north-south legs will be STOP controlled. Again, advance warning flashers and safety devices should be installed approaching these intersections. Roundabouts and alternative intersection designs should be considered as an alternative to signals and interchanges at all intersections where possible.

These three key intersections (along with others if necessary) should be studied further for long term needs. Urban interchanges or other high capacity intersection treatments should be planned for in the long term; however, right-of-way widths exceeding 225' on the Kuna-Mora legs, and 140' of right-of-way could be needed for the north-south legs. If development precedes this type of study, then the long term function of intersections should be analyzed with the development application and the appropriate right-of-way dedicated.

Adopted 6/20/2007

Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion, or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend, or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

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

MEMO

Date: September 23, 2021

From: Morgan Treasure, Economic Development Director

To: Planning & Zoning Commission

RE: East Kuna Annexation

P&Z Commissioners,

Staff has been working closely with the property owners and developer in East Kuna to expand the existing East Kuna industrial area to prepare an additional 1088 acres to be marketable to industrial users.

Protected from the residential core of the city, these properties have been identified for potential industrial use in Kuna Future Land Use Maps going back as far as 2015. With freight access points at Orchard and Black's Creek and the opportunity for rail service, these properties have prime attributes for industrial users, but are hard to market without entitlements. In the current climate, most businesses simply don't have time and risk tolerance to go through the entitlement process and are only interested in properties that are already zoned appropriately for their projects. Removing the administrative and timeline burdens of annexation makes the City of Kuna more competitive when companies are evaluating where they would like to locate or expand their operations.

The city annexed 440 acres contiguous to the proposed properties in February of 2021. The addition of these parcels creates connectivity and demonstrates the City's intention to protect this area for industrial development, making the entire area more attractive to potential users.

Currently, residential properties make up about 90% of the tax base, leaving the remaining 10% for commercial. By adding just two or three industrial users, the city could shift those ratios to 75% residential / 25% commercial while also adding jobs to our local economy.

Public Works and Economic Development have been working together on strategies to get infrastructure in this area. The addition of these parcels and the potential for more users increases the avenues available for creative solutions and public/private partnerships.

Thank you for your consideration,

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov
208-559-5926

KUNA
Planning & Zoning

Proof of Property Posting

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

This form shall confirm that the Public Hearing Notice for 21-11-AN & 21-03-DA (Case No.)
East Kuna Industrial was posted, as required per Kuna City Code
5-1A-8, on September 1, 2021 (Date). This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 1 day of September, 2021.

Signature: _____ (Owner/Developer)

State of Idaho)
) ss
County of Ada)

On this 1 day of September, 2021, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. Subscribed and sworn to before me the day and year first above written.

Laura McIver (Printed Name)

Residing at: 480 E Rio Colinas Ct. (Address)
Meridian (City) ID (State) 83646

My Commission expires: 8/24/2026 (Date)

LAURA MCIVER
Notary Public - State of Idaho
Commission Number 63897
My Commission Expires Aug 24, 2026
(Affix Seal Above)

Signature

CITY OF KUNA PUBLIC HEARING NOTICE
Kuna Planning and Zoning Commission
THE CITY OF KUNA will hold a public hearing on September 14, 2021 at Kuna City Hall - 751 W. 4th St. Kuna, ID 83634, at 6:00 p.m.
PURPOSE: Annexation and Zoning - East Kuna Industrial - M1 zoning north of Barker Road and M-2 south of Barker. Annex approximately 1088 acres to the City of Kuna
LOCATION: Parcel Numbers - S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100, S2007111200
APPLICATION BY: KC Gardner Company, LC.

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APPLICATION BY: KC Gardner Company, LC.

Suggestions for Testifying at Public Hearings:

Be Informed…
Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time…
Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point…
The governing body appreciates pertinent, well organized, factual & concise comments. The Developer or their Representative is given 10 minutes to present their project; 3 minutes per individual is provided for public testimony; neighborhood groups are encouraged to select a community representative & the representative is provided 10 minutes (please inform staff). The Developer/Representative is given additional time for rebuttal.

If you do not wish to speak, write…
Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA

Planning & Zoning
PO BOX 13
Kuna, ID 83634

ENDICIA
FIRST-CLASS MAIL
08/25/2021
US POSTAGE $000.00⁰
ZIP 83634
041M11460992

JR 8-25-21
DH 8-25-21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN **the Planning & Zoning Commission** is scheduled to hold a Public Hearing on **September 14, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

Case No. 21-11-AN (Annexation) East Kuna Industrial

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings of they do not wish to testify in person or will not be able to attend. Please contact the Kuna Planning & Zoning Department at (208) 922-5274.

Written testimony received by close of business on **September 8, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 08.25.2021

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

Case No. 21-11-AN (Annexation): East Kuna Industrial

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on **Tuesday, September 14, 2021, at 6:00 PM**, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with the *East Kuna Industrial Annexation.* KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

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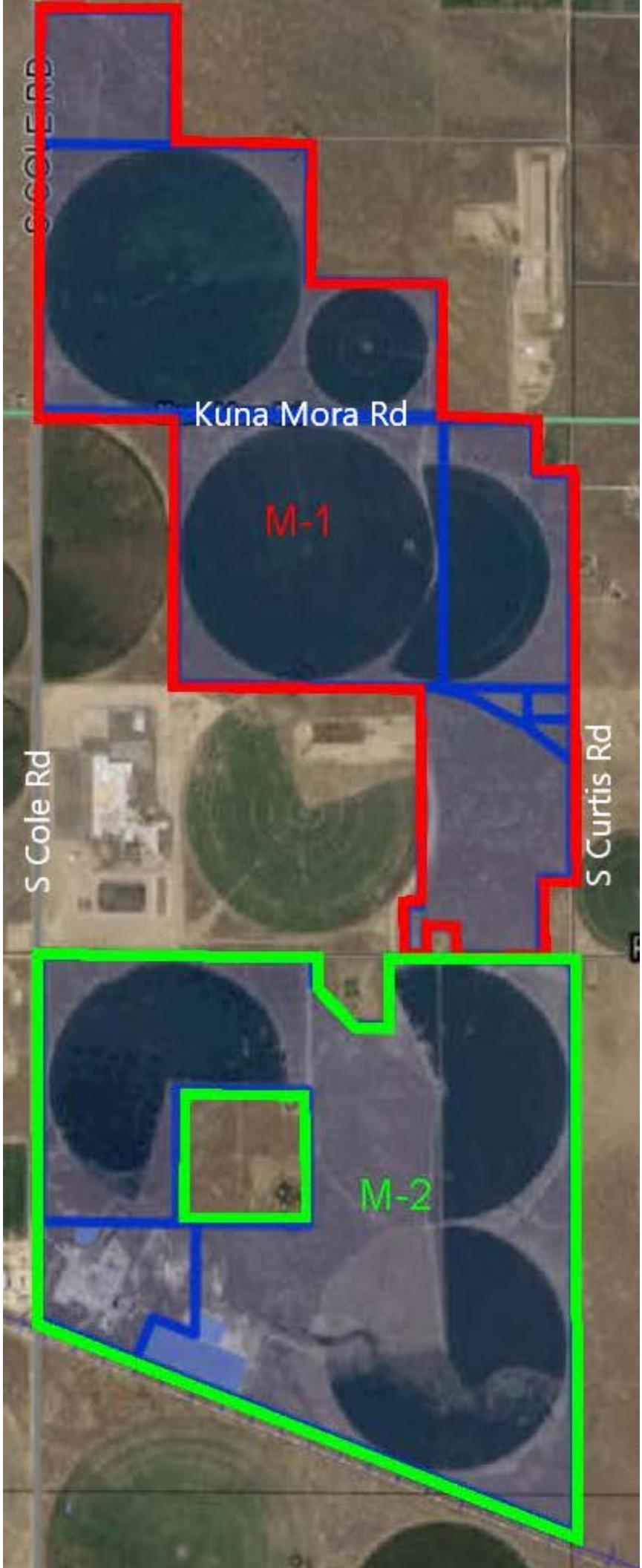
Kuna Planning & Zoning Department

Map provided on Page 2.


S COLE RD
Kuna Mora Rd
M-1
S Cole Rd
S Curtis Rd
M-2

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PO Box 9399
1618 N Midland Blvd, 83651,
Nampa,ID 83652
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
08/23/21	21880

DOUG HANSON
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
137721	21-11-AN (EAST KUNA	08/25/21	08/25/21	1	$52.36

LEGAL NOTICE

Case No. 21-11-AN (Annexation): East Kuna Industrial

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on **Tuesday, September 14, 2021, at 6:00 PM,** (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with the East Kuna Industrial Annexation. KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

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Kuna Planning & Zoning Department

August 25, 2021 137721

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:**$52.36**
Paid Amount:**$0.00**

Amount Due:**$52.36**

We Appreciate Your Business!

AD# 137721

RECEIVED
AUG 30 2021
CITY OF KUNA

21880 137721
1 KUNA, CITY OF

P.O. BOX 13
KUNA, ID 83634

LEGAL NOTICE

Case No. 21-11-AN (Annexation): East Kuna Industrial

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Kuna Planning & Zoning Department

August 25, 2021 137721

AD# 137721

AFFIDAVIT OF PUBLICATION STATE OF IDAHO

County of Ada

SHARON JESSEN

of the State of Idaho, being of first duly sworn, deposes and says:

1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the State of Idaho; that the said newspaper is in general circulation in the said county of Ada, and in the vicinity of Kuna, Idaho and has been uninterruptedly published in said County during a period of seventy -eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 times(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement

That said notice was published the following: 08/25/2021

Sharon Jessen

SHARON JESSEN
STATE OF IDAHO
County of Canyon and Ada

On this 25th day of August, in the year of 2021 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

Colleen Nielsen

Notary Public of Idaho
My commission expires 4/28/23

COLLEEN R. NIELSEN NOTARY PUBLIC Comm. No. 70215 STATE OF IDAHO

Suggestions for Testifying at Public Hearings:

Be Informed…
Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

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KUNA

Planning & Zoning
PO BOX 13
Kuna, ID 83634

NEOPOST FIRST-CLASS MAIL
09/17/2021
US POSTAGE $000.00º

ZIP 83634
041M11460992

9.17.21 JR

City of Kuna

LEGAL NOTICE

Dear Property Owner: This is a Courtesy Notice to provide notification that the Public Hearing for **Case No. 21-11-AN (Annexation) for East Kuna Industrial**, which was scheduled to be heard September 14, 2021, **has been tabled to** a date certain of **September 28, 2021**, pending receipt of critical agency comments. No testimony was received at the September 14th meeting.

For those wishing to testify orally, we invite you to attend the September 28, 2021 meeting. If you wish to provide written testimony & have it included in the September 28th meeting packet, please submit your written comments no later than close of business on Wednesday September 22, 2021; late submissions will be provided at time of hearing. If you have already submitted written testimony, it will be included in the meeting packet.

Questions? Please call Planning & Zoning at (208) 922-5274.

MAILED 09.16.2021

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

September 28, 2021 – Planning and Zoning Commission Public Hearing

Case Name: East Kuna Industrial Annexation

Case No: 21-11-AN (Annexation) & 21-03-DA (Development Agreement)

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

IN FAVOR	NEUTRAL	IN OPPOSITION
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☑ Testify ☐ Not Testify
Print Name	Print Name	Print Name: Elvar Miller
Print Address	Print Address	Print Address: 16900 S. Curtis
City State, Zip	City State, Zip	City State, Zip: Kuna Id. 83634
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip
☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify	☐ Testify ☐ Not Testify
Print Name	Print Name	Print Name
Print Address	Print Address	Print Address
City State, Zip	City State, Zip	City State, Zip

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BILLING DATE:	ACCOUNT NO:
09/24/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
150808	21-11-AN	09/29/21	09/29/21	1	[redacted]

LEGAL NOTICE

Case No. 21-11-AN (Annexation): East Kuna Industrial

NOTICE IS HEREBY GIVEN the City Council is scheduled to hold a Public Hearing October 19, 2021, at 6:00 PM (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with an Annexation request for East Kuna Industrial. KC Gardner Company, LLC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with an

M-1 (Light Manufacturing/ Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100, & S2007111200).

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The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 29, 2021
150808

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross: [redacted]
Paid Amount: **$0.00**

Amount Due: [redacted]

We Appreciate Your Business!

AD# 150808

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

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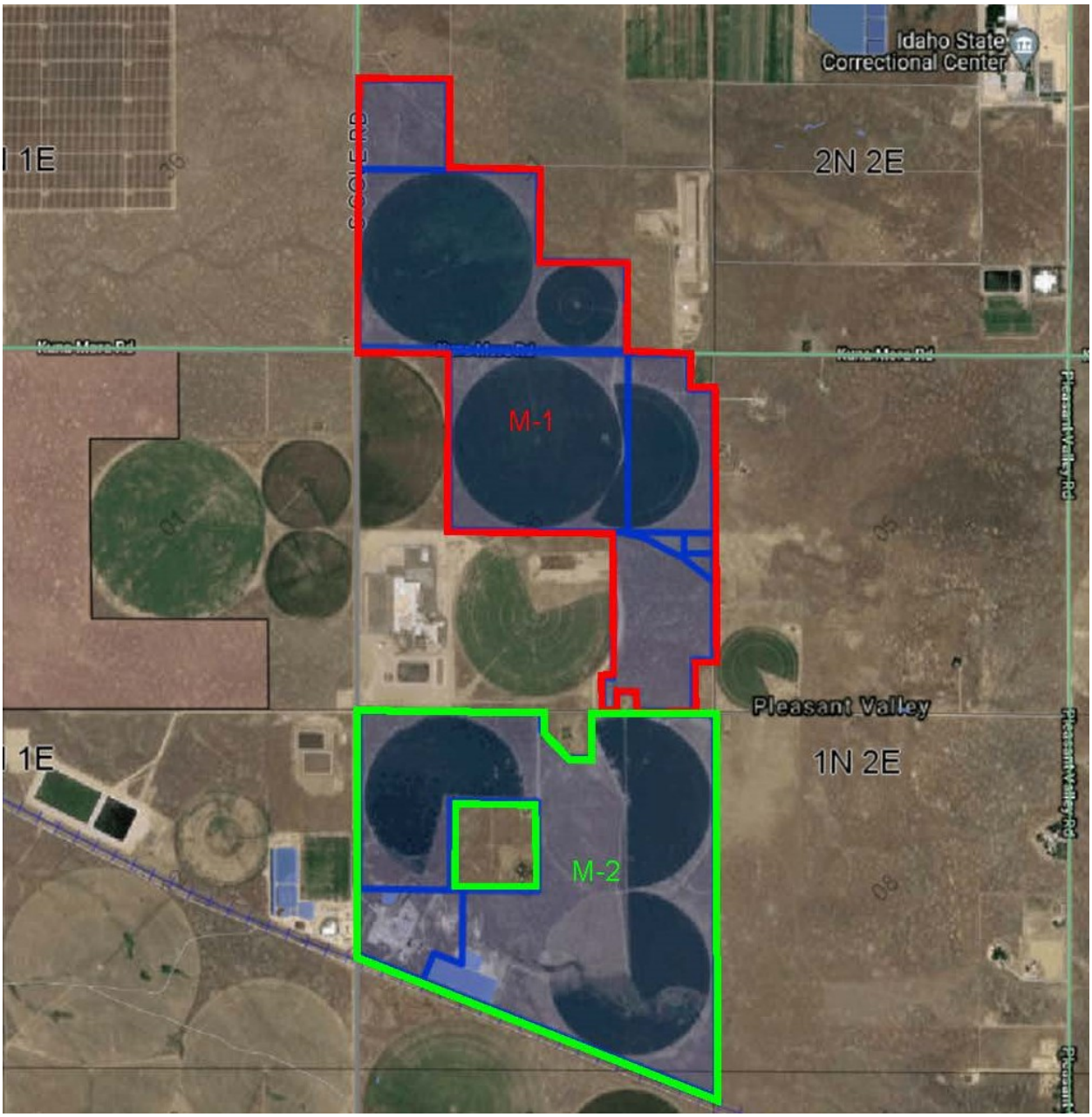
Map Provided on Page 2


Idaho State Correctional Center
2N 2E
1E
M-1
Pleasant Valley
1N 2E
1E
M-2

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Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time…
Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point…
The governing body appreciates pertinent, well organized, factual & concise comments. The Developer or their Representative is given 10 minutes to present their project; 3 minutes per individual is provided for public testimony; neighborhood groups are encouraged to select a community representative & the representative is provided 10 minutes (please inform staff). The Developer/Representative is given additional time for rebuttal.

If you do not wish to speak, write…
Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

KUNA
Planning & Zoning
PO BOX 13
Kuna, ID 83634

NEOPOST
09/29/2021
US POSTAGE $000.00º

FIRST-CLASS MAIL
ZIP 83634
041M11460992

JR 9.29.21
JH 9.29.21

City of Kuna

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN **the City Council** is scheduled to hold a Public Hearing on **October 19, 2021 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

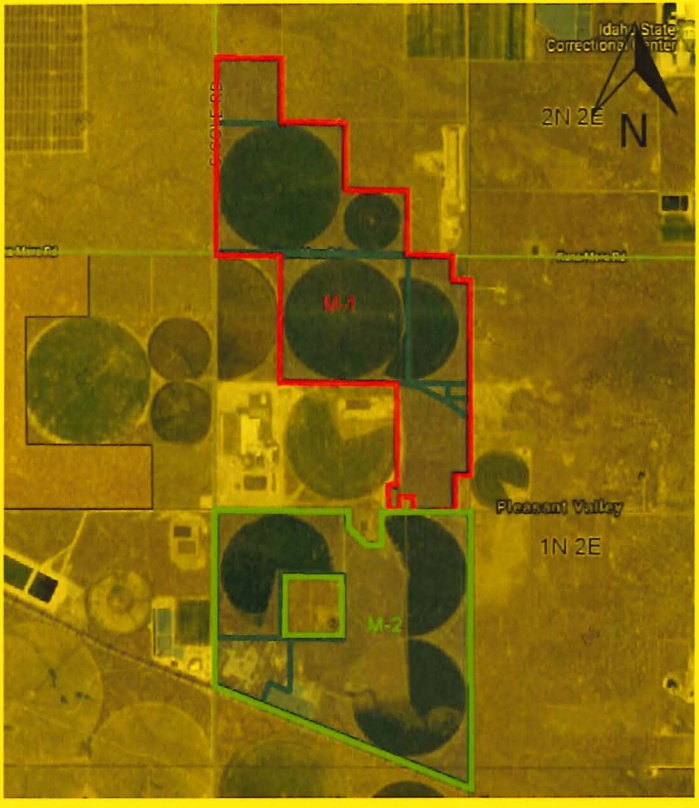
Case No. 21-11-AN (Annexation) for East Kuna Industrial

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to Annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits, with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S20006417265, S2006417500, S2007111100 & S2007111200.)

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings of they do not wish to testify in person or will not be able to attend. Please contact the Kuna Planning & Zoning Department at (208) 922-5274.

Written testimony received by close of business on **October 13, 2021** will be included with the packet distributed to the governing body prior to the hearing; late submissions will be provided at time of hearing.

MAILED 09.29.2021



KUNA Planning & Zoning

Proof of Property Posting

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

This form shall confirm that the Public Hearing Notice for 21-11-AN & 21-03-DA (Case No.)
East Kuna Industrial (Project Name) was posted, as required per Kuna City Code 5-1A-8, on October 7th, 2021 (Date). This form and associated photos shall be returned to the Planning & Zoning department no later than seven (7) days prior to the Public Hearing.

Signs shall be removed from the site within three (3) days after the Public Hearing.

DATED this 7 day of October, 2021.

Signature: [signature] (Owner/Developer)

State of Idaho)
) ss
County of Ada)

On this 7 day of October, 2021, before me, the Undersigned, a Notary Public in and for said State, personally appeared before me (Owner/Developer).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. Subscribed and sworn to before me the day and year first above written.

Laura McIver (Print Name)

Residing at: 480 E. Rio Colinas Ct. (Address)
Meridian (City) ID (State) 83646 (Zip)

My Commission expires: 8/24/2026 (Date)

[signature] (Signature)

LAURA MCIVER
Notary Public - State of Idaho
Commission Number 63897
My Commission Expires Aug 24, 2026

CITY OF KUNA PUBLIC HEARING NOTICE
Kuna City Council
THE CITY OF KUNA will hold a public hearing on October 19th, 2021 at Kuna City Hall - 751 W. 4th St. Kuna, ID 83634, at 6:00 p.m.
PURPOSE: Annexation and Zoning - East Kuna Industrial - M1 zoning north of Barker Road and M-2 south of Barker. Annex approximately 1088 acres to the City of Kuna
LOCATION: Parcel Numbers - S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100, S2007111200
APPLICATION BY: KC Gardner Company, LC.

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ZIMMATIC

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APPLICATION BY: KC Gardner Company, LC.

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF THE CITY OF KUNA For an ordinance amendment for Subsection Q of Section 4 of Chapter 5 of Title 5 of Kuna City Code.	)	**Case No. 21-02-OA (Ordinance Amendment)** **STAFF REPORT FOR POWER TRANSMISSION REGULATIONS ORDINANCE AMENDMENT APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. Applicant's Request
4. General Project Facts
5. Staff Analysis
6. Proposed Findings of Fact and Conclusions of Law
7. Commission's Recommendation
8. Council's Order of Decision

I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Report			X
2	Planning and Zoning Commission Meeting Minutes (09/14/2021)			X
3	Proposed Ordinance Amendment (Ord No. 2021-XX)			X
4	Request for Agency Comment			X
5	Idaho Power Comments			X
6	Kuna Melba News Legal Publication			X

II
PROCESS AND NOTICING

2.1 In accordance with Kuna City Code (KCC) 1-14-3, Ordinance Amendments are designated as a public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision-making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act and Kuna City Code, Title 5.

2.1.1 Notifications

2.1.1.1 Agency Comments Request: July 27, 2021

2.1.1.2 Kuna Melba News Newspaper: September 29, 2021

2.1.1.3 Kuna Melba News Newspaper: October 6, 2021

2.1.1.4 Kuna City Website: September 29, 2021

III
APPLICANT'S REQUEST

3.1 Consideration from the City Council of an Ordinance for the City of Kuna, Idaho, Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code, making technical changes to the zoning regulation of electrical energy transmission lines as unique land uses; and directing the City Clerk; and providing an effective date.

IV
GENERAL PROJECT FACTS

4.1 Agency Responses:

4.1.1 Request for Agency Comments was sent on July 27, 2021. Idaho Power provided comment on the proposed ordinance amendment on August 10, 2021.

V
STAFF ANALYSIS

5.1 In an effort to keep up with current demand throughout the City, and prepare for future development in areas like the East Kuna Industrial Area, the City of Kuna's Planning and Zoning Staff has met with Idaho Power to discuss what needs to be in place in order to ensure that necessary electrical infrastructure needed to serve the potential load requirements of current and future users is capable of being provided. After further discussion with Idaho Power, Staff came to the conclusion that the existing language within Subsection Q of Section 4 of Chapter 5 of Title 5, which reads, "*Power lines transmitting two hundred thirty (230) Kilovolts (kV) of electrical energy up to five hundred (500) kV shall be centered within an eight hundred-foot wide utility easement; power lines transmitting greater than five hundred (500) kV of electrical power shall be centered in a one thousand three hundred twenty-foot wide utility easement. No residential dwelling shall be placed within four hundred (400) feet of a two hundred thirty (230) to five hundred (500) kV power line or six hundred sixty (660) feet of a five hundred (500) to eight hundred (800) kV power line. Distance*

separations for other habitable structures shall be determined on a case-by-case basis (KCC 5-3-4-4:W).", was too restrictive as it requires excessive easement widths surrounding power transmission lines. As a result, Staff is proposing to amend Subsection Q of Section 4 of Chapter 5 of Title 5 to read, "*Power lines, transmitting electrical energy, shall comply with the National Electric Safety Code as currently adopted by the Idaho Public Utilities Commission and the Overhead Power Line Safety Act as currently adopted by the laws of the State of Idaho.*"

5.2 Applicable Standards

5.2.1 City of Kuna Zoning Ordinance, Title 5
5.2.2 City of Kuna Comprehensive Plan
5.2.3 Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act

VI
PROPOSED FINDINGS OF FACT

6.1 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: *In lieu of a mailed notice, two notices of the time and place of the hearing and summary of the proposal was published in the Kuna Melba News Newspaper. The legal notices were published on September 29, 2021 and October 6, 2021. A legal notice was posted to the website on September 29, 2021.*

6.2 In accordance with Kuna City Code 5-1A-3, applicable agencies were notified and asked to provide comment.

Staff Finding: *Applicable agencies were notified to provide comments on July 27, 2021. Staff received comments from Idaho Power on August 10, 2021.*

VII
RECOMMENDATION BY THE COMMISSION

7.1 On September 14, 2021, the Planning and Zoning Commission of Kuna, Idaho voted 5-0-0 to recommend approval of Case No. 21-02-OA, a request from the City of Kuna to amend subsection Q of Section 4 of Chapter 5 of Title 5, Kuna City Code, making technical changes to the zoning regulation of electrical energy transmission lines as unique land uses.

VIII
COUNCILS ORDER OF DECISION

8.1 Based on the facts outlined in staff's report, the exhibits submitted and public testimony as presented, the City Council of Kuna, Idaho, hereby (*approves/conditionally approves/denies)* Case No. 21-02-OA (Ordinance Amendment), a request from the City of Kuna to amend Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code, making technical changes to the zoning regulation of electrical energy transmission lines as unique land uses.

DATED this 19th day of October, 2021.

OFFICIALS
Lee Young, Chairman
Dana Hennis, Vice Chairman
Stephen Damron, Commissioner
Cathy Gealy, Commissioner
Tyson Garten, Commissioner

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

Planning & Zoning Commission Meeting
MINUTES
Tuesday September 14, 2021

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

1. CALL TO ORDER & ROLL CALL:

(Timestamp 00:00:53)
COMMISSION MEMBERS PRESENT:
Chairman Lee Young – Via Zoom
Vice Chairman Dana Hennis – In Person
Commissioner Cathy Gealy – In Person
Commissioner Stephen Damron – In Person
Commissioner Tyson Garten – In Person

CITY STAFF PRESENT:
Bill Gigray, City Attorney – Via Zoom
Jace Hellman, Planning & Zoning Director – In Person
Doug Hanson, Planner II – In Person
Jessica Reid, Planning Services Specialist – In Person

2. CONSENT AGENDA: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

1. Regular Planning and Zoning Commission Meeting Minutes Dated August 24, 2021

2. Findings of Fact & Conclusions of Law
  1. Case No. 21-06-AN (Annexation) 1113 & 1169 N Black Cat Road

(Timestamp 00:01:32)
Motion To: Approve Consent Agenda.
Motion By: Commissioner Gealy
Motion Seconded: Vice Chairman Hennis
Further Discussion: None
Voting No: None
Absent: None
Motion Passed: 5-0-0

3. PUBLIC HEARINGS: (6:00 PM or as soon thereafter as matters may be heard.)

(Timestamp 00:01:50)
A. Case No. 21-02-OA (Ordinance Amendment) Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code, Electrical Energy Transmission Lines – Jace Hellman, Planning & Zoning Director ACTION ITEM

(Timestamp 00:02:05)
Planning & Zoning Director Jace Hellman provided an overview of the proposed Ordinance Amendment, the reason behind it and how the city has worked in unison with Idaho Power.

(Timestamp 00:03:08)
Chairman Young asked the Commissioners if hey had any questions, there were none. He then asked if there were any persons present that wished to testify, there were not.

(Timestamp 00:04:07)
Chairman Young opened the Public Hearing.

Support:
Jeff Maffucco, Idaho Power, 1221 W Idaho Street, Boise, Idaho, 83702 – Not Testify

Against:
None

Neutral:
None

(Timestamp 00:04:15)
Chairman Young closed the hearing and the Commission proceeded into their discussion. There were no concerns or questions.

(Timestamp 00:05:16)
Motion To: Recommend Approval to the City Council of Case No. 21-02-OA (Ordinance Amendment) Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code, Electrical Energy Transmission Lines
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: Non**e**
Absent: None
Motion Passed: 5-0-0

(Timestamp 00:05:45)
B. Case No. 21-11-AN (Annexation) East Kuna Industrial – Jace Hellman, Planning & Zoning Director ACTION ITEM

KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200).

(Timestamp 00:06:18)
Chairman Young stated staff had requested the item to be tabled to a date certain of September 28, 2021 due to not having received critical agency comments. He then asked if staff there were any additional comments, there were not.

(Timestamp 00:06:26)
Motion To: Table Case No. 21-11-AN (Annexation) East Kuna Industrial to a date certain of September 28, 2021.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: None
Motion Passed: 5-0-0

(Timestamp 00:06:54)

C. Case Nos. 20-06-ZC (Rezone), 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-05-SUP (Special Use Permit) & 21-02-DA (Development Agreement) for Merlin Cottages Subdivision – Doug Hanson, Planner II ACTION ITEM

A Team Land Consultants on behalf of Merlin pointe, LLC, requests planned unit development approval for an approximately 5.83-acre parcel, with C-1 (Neighborhood Commercial) and R-12 (High Density Residential) zoning districts and to subdivide the approximate 5.83-acres into 72 total lots (60 residential, 6 common, and 6 commercial). The subject site is located at 115 N Sailer Avenue, Kuna, ID 83634, within Section 24, Township 2 North, Range 1 West; (APN: R5672430040).

(Timestamp 00:07:23)
Planner II Doug Hanson notified the Commission the Applicant requested the item be tabled to a date certain of October 12, 2021. Mr. Hanson stated the Case would be re-noticed in the Kuna Melba News Newspaper as well as new Legal Notice mailers to property owners within 300 feet of the subject property.

(Timestamp 00:07:46)
Motion To: Table Case Nos. 20-06-ZC (Rezone), 20-01-PUD (Planned Unit Development), 20-08-S (Preliminary Plat), 20-05-SUP (Special Use Permit) & 21-02-DA (Development Agreement) for Merlin Cottages Subdivision to a date certain of October 12, 2021.
Motion By: Commissioner Gealy
Motion Seconded: Commissioner Damron
Further Discussion: None
Voting No: None
Absent: None
Motion Passed: 5-0-0

4. BUSINESS ITEMS:

(Timestamp 00:08:34)
Chairman Young asked staff and the Commissioners if there were any items to discuss.

(Timestamp 00:08:38)
Planning & Zoning Director Jace Hellman introduced Robbie Reno of Kuna Joint School District and explained Mr. Reno wished to update the Commission on the districts pursuit to progress with local development. Mr. Hellman explained the presentation was a Kuna Joint School District initiative, however the city would support them where they were able.

(Timestamp 00:09:30)
Robbie Reno, 711 E Porter Street, Kuna, Idaho, 83634 addressed the Commission. Mr. Reno explained Kuna Joint School District was pursuing alternatives for the district keeping up with growth. He stated Bond passage was the highest rate in the nation for the district at almost 66.7%, which meant the district had to pass Bonds to build new schools. Mr. Reno said the schools were nearing capacity and their new approach, being voted on that evening by the School Board, was the intent to work with developers on providing land donations for new schools or support fees per unit on development as they came through. He then stood for questions.

(Timestamp 00:11:12)
There were no questions. Vice Chairman Hennis stated what the Commission had heard from citizens, the districts path was a good one to take.

(Timestamp 00:11:31)
Commissioner Gealy asked Mr. Reno if the district was continuing to investigate Impact Fees and making changes at the state (Legislature) level. Mr. Reno answered that was correct and explained there was a School Board member who was actively doing so.

(00:11:58)
Chairman Young asked if there were any other questions, there were none. The Commission thanked Mr. Reno for his time.

(Timestamp 00:12:15)
Chairman Young asked if there were any other items from staff at that time. Mr. Hellman stated there were not.

5. ADJOURNMENT:

(Timestamp 00:12:30)
Motion To: Adjourn.
Motion By: Vice Chairman Hennis
Motion Seconded: Commissioner Gealy
Further Discussion: None
Voting No: None
Absent: None
Motion Passed: 5-0-0

_____

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

_____
Jace Hellman, Planning and Zoning Director
Kuna Planning and Zoning Department

KUNA CITY ORDINANCE NO. 2021-X
CITY OF KUNA

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

- **MAKING CERTAIN FINDINGS**
- **AMENDING SUBSECTION Q OF SECTION 4 OF CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CHANGES TO THE ZONING REGULATION OF ELECTRICAL ENERGY TRANSMISSION LINES AS UNIQUE LAND USES; 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 Subsection Q of Section 4 of Chapter 5 of Title 5 of the Kuna City Code be and the same are hereby amended to read as follows:

5-5-4

Q. Power transmission: Power lines, transmitting electrical energy, shall comply with the National Electric Safety Code as currently adopted by the Idaho Public Utilities Commission and the Overhead Power Line Safety Act as currently adopted by the laws of the state of Idaho. ~~transmitting two hundred thirty (230) Kilovolts (kV) of electrical energy up to five hundred (500) kV shall be centered within an eight hundred-foot wide utility easement; power lines transmitting greater than five hundred (500) kV of electrical power shall be centered in a one thousand three hundred twenty-foot wide utility easement. No residential dwelling shall be placed within four hundred (400) feet of a two hundred thirty (230) to five hundred (500) kV power line or six hundred sixty (660) feet of a five hundred (500) to eight hundred (800) kV power line. Distance separations for other habitable structures shall be determined on a case-by-case basis (KCC 5-3-4-4:W).~~

Section 2: Directing the City Clerk

2.1 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.

Section 3: Effective Date

3.1 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 ____day of _____, 2021,

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

W:\Work\K\Kuna, City of 25721\Ordinances\Zoning Ordinances\KUNA CITY ORDINANCE NO amending KCC 5 5 4 Q re Transmission line regulation wfg.docx

KUNA CITY ORDINANCE NO. 2021-X
CITY OF KUNA

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

- **MAKING CERTAIN FINDINGS**
- **AMENDING SUBSECTION Q OF SECTION 4 OF CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CHANGES TO THE ZONING REGULATION OF ELECTRICAL ENERGY TRANSMISSION LINES AS UNIQUE LAND USES; AND**
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DATED this ____day of _____, 2021,

CITY OF KUNA

_____

Joe L. Stear, Mayor

ATTEST:

_____

Chris Engels, City Clerk

W:\Work\K\Kuna, City of 25721\Ordinances\Zoning Ordinances\KUNA CITY ORDINANCE NO amending KCC 5 5 4 Q re Transmission line regulation wfg.docx

Jace Hellman

From: Jace Hellman
Sent: Tuesday, July 27, 2021 3:54 PM
To: Ada County Engineer; Ada County Highway District; Adam Ingram; Beky Rone (Kuna USPS Addressing); Bobby Withrow; Boise Project Board of Control; Brent Moore (Ada County); Cable One TV; Catherine Feistner; Central District Health Department ; Chief Fratusco; COMPASS; David Reinhart; DEQ; Eric Adolfson; Idaho Power Easements; Idaho Power Easements 2; Intermountain Gas; ITD; J&M Sanitation; Jace Hellman; Leon Letson; Marc Boyer (Kuna Postmaster); Marci Horner (Meridian School District); Megan Leatherman; Nampa Meridian Irrigation District ; New York Irrigation; Paris Dickerson; Paul Stevens; Planning Manager (Ada County Development Services); Robbie Reno; Stacey Yarrington (Ada County); TJ Lawrence (Interim KRFD Chief); Paris Dickerson; Maffuccio, Jeff
Subject: City of Kuna Request for Comment - Case No. 21-02-OA - Power Transmission Line Regulation Amendment
Attachments: KUNA CITY ORDINANCE NO amending KCC 5 5 4 Q re Transmission line regulation.pdf

July 27, 2021

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

File Number & Case Name:	21-02-OA (Ordinance Amendment) – Power Transmission Line Regulation Amendment
Project Description	AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA: • MAKING CERTAIN FINDINGS; AND • AMENDING SUBSECTION Q OF SECTION 4 OF CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CHANGES TO THE ZONING REGULATION OF ELECTRICAL ENERGY TRANSMISSION LINES AS UNIQUE LAND USES; AND • DIRECTING THE CITY CLERK; AND • PROVIDING AN EFFECTIVE DATE.
Applicant	**Jace Hellman – City of Kuna** **Planning and Zoning Department** 751 W 4th St Kuna, ID 83634 208-922-5274 jhellman@kunaid.gov
Tentative Public Hearing Date	Tuesday, **August 24, 2021** 6:00 pm Kuna City Hall is located at 751 W. 4th Street, Kuna, ID 83634

Staff Contact	Jace Hellman, Planning and Zoning Director jhellman@kunaid.gov Phone: 208.922.5274 Fax: 208.922.5989

Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comments please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*

KUNA
Planning & Zoning

Jace Hellman
Planning & Zoning Director
751 W 4th St
Kuna, ID 83634
Office: 208.922.5274
Cell: 208.204.4752
Email: jhellman@kunaid.gov

August 10, 2021

Mr. Jace Hellman
Director, Kuna Planning and Zoning
751 West 4th Street
Kuna, Idaho 83634

Re: 21-02-OA, Power Transmission Line Regulation Amendment

Dear Mr. Hellman,

Idaho Power Company appreciates the opportunity to comment on the proposed Ordinance Amendment, case file 21-02-OA, to Subsection 5-5-4(Q) of the Kuna City Code, regarding *Power Transmission Line Regulations* in Kuna. Idaho Power supports the proposed amendment to Subsection 5-5-4(Q) as outlined below.

Current Subsection 5-5-4(Q) is concerning from a public utility perspective because it requires excessive widths for transmission line easements (varying from 800' to 1000' for transmission lines of 230kV or higher) and excessive transmission line clearances from residential dwellings (varying from 400' to 660' for transmission lines of 230kV or higher). These distance requirements far exceed the standard utility practice and would effectively prohibit Idaho Power from installing a 230kV or greater transmission line within the City's boundaries or adjacent lands subject to the City's land use ordinances. This could restrict Idaho Power's ability to provide service to future development in the Kuna area.

Idaho Power supports the proposed revision of Subsection 5-5-4(Q) which states:

> *Power lines transmitting electrical energy, shall comply with the National Electric Safety Code[1] as currently adopted by the Idaho Public Utilities Commission and the Overhead Power Line Safety Act as currently adopted by the laws of the state of Idaho.*

The National Electrical Safety Code (NESC) sets forth detailed and comprehensive electrical safety standards for public utilities such as Idaho Power, including clearance requirements for various land uses near power lines, such as buildings, structures, equipment, vehicles, etc. The NESC clearance requirements have been carefully calibrated to assure a safe distance from power lines. The clearance requirements vary depending on the voltage of the power line – higher voltage lines have greater clearance requirements than lower voltage lines under the NESC framework.

The Idaho Public Utility Commission ("PUC") has adopted the NESC standards for Idaho Power's utility service in Idaho, and Idaho Power accordingly complies with the NESC clearance requirements for our power line installations. For purposes of Subsection 5-5-4(Q), this means that Idaho Power acquires sufficient easement widths for our transmission lines, and maintains proper transmission line clearances from residential dwellings.

[1] Please note the NESC title is "National Electrical Safety Code".

P.O. Box 70 (83707)
1221 W. Idaho St.
Boise, ID 83702

The Idaho Power Line Safety Act also sets forth strict clearance requirements for work and other activities near Idaho Power's power lines, including high-voltage transmission lines.

The City's proposed revisions to Subsection 5-5-4(Q) would assure that appropriate safety clearances are maintained for all power transmission lines in Kuna, while removing the excessive and prohibitive easement width and residential dwelling clearance requirements currently set forth in Subsection 5-5-4(Q). It is important to note that even with the proposed amendments to Subsection 5-5-4(Q), the City would continue to have the opportunity to review and decide upon proposed Idaho Power transmission line projects within the City in the future under the Special Use Permit process set forth in Chapter 5, Title 4 of the Kuna City Code.

On behalf of Idaho Power, we appreciate your time and effort to review and consider these comments from Idaho Power in support of the proposed revisions to Subsection 5-5-4(Q). Please contact me with any questions or clarification at 208-388-2402 or jmaffuccio@idahopower.com.

Regards,

Jeffrey Maffuccio
Facility Siting Coordinator

ADVERTISING PROOF

c/o ISj Payment Processing Center
PO Box 1570,
Pocatello,ID 83204
Ph. (208) 465-8129 **Fax:** (907) 452-5054

BILLING DATE:	ACCOUNT NO:
09/24/21	21880

JESSICA REID
1 KUNA, CITY OF
P.O. BOX 13
KUNA, ID 83634

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
150802	21-02-0A	09/29/21	10/06/21	2	$[redacted]

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: **$0.00**
Surcharge: **$0.00**
Credits: **$0.00**

Gross:$[redacted]
Paid Amount:**$0.00**

Amount Due:$[redacted]

We Appreciate Your Business!

AD# 150802

LEGAL NOTICE

Case No. 21-02-OA (Ordinance Amendment): Amending Subsection Q, of Section 4, of Chapter 5, of Title 5 Kuna City Code;

NOTICE IS HEREBY GIVEN the City Council will hold a Public Hearing October 19, 2021, at 6:00 PM, or as soon as can be heard; in connection with an Ordinance Amendment request for Subsection Q Power Transmission, Section 4 Provisions for Unique Land Uses, Chapter 5 Performance Standards, Title 5 Zoning Regulations. The Public Hearing is for the purpose of gaining community input on the following:

· MAKING CERTAIN FINDINGS

· AMENDING SUBSECTION Q OF SECTION 4 OF CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CHANGES TO THE ZONING REGULATION OF ELECTRICAL ENERGY TRANSMISSION LINES AS UNIQUE LAND USES; AND

· DIRECTING THE CITY CLERK; AND

· PROVIDING AN EFFECTIVE DATE.

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 29, 2021
October 6, 2021 150802

KUNA CITY ORDINANCE NO. 2021-31
CITY OF KUNA

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

- **MAKING CERTAIN FINDINGS**
- **AMENDING SUBSECTION Q OF SECTION 4 OF CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CHANGES TO THE ZONING REGULATION OF ELECTRICAL ENERGY TRANSMISSION LINES AS UNIQUE LAND USES; 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 Subsection Q of Section 4 of Chapter 5 of Title 5 of the Kuna City Code be and the same are hereby amended to read as follows:

5-5-4

Q. Power transmission: Power lines, transmitting electrical energy, shall comply with the National Electric Safety Code as currently adopted by the Idaho Public Utilities Commission and the Overhead Power Line Safety Act as currently adopted by the laws of the state of Idaho.

Section 2: Directing the City Clerk

2.1 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.

Section 3: Effective Date

3.1 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 ____day of _____, 2021,

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **M3 IDAHO RISING SUN, LLC** *For Rising Sun Estates Final Plat Time Extension*	))))))	**Case No. 21-02-TE (Time Extension)** **STAFF MEMO FOR THE RISING SUN ESTATES FINAL PLAT TIME EXTENSION APPLICATION.**

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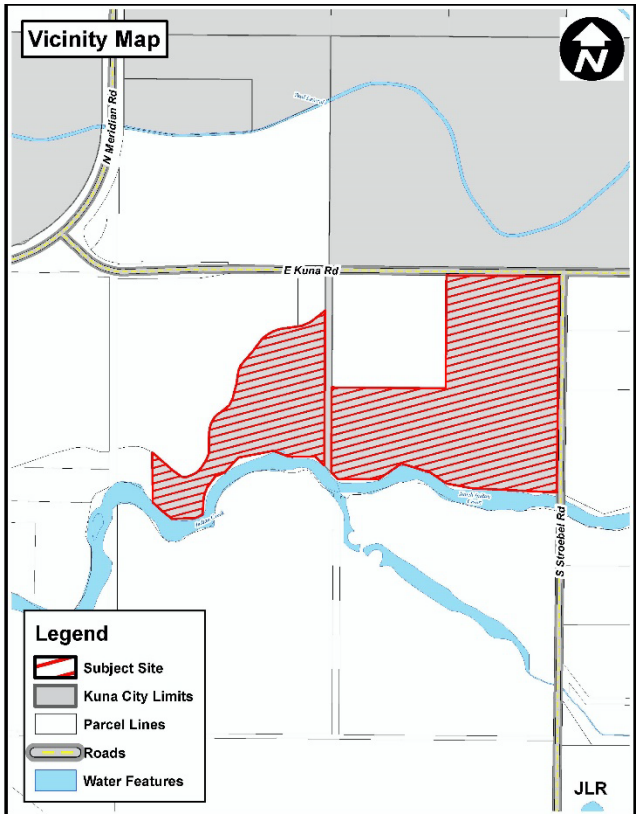
1. Exhibit List
2. Process and Noticing
3. General Project Facts
4. Staff Analysis
5. Council's Order of Decision



I
EXHIBIT LIST

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Time Extension Application			X

2.2	Rising Sun Estates Color Site Rendering			X
2.3	Original FCO's – 11.08.20217			X
2.4	Vicinity Map			X

II
GENERAL PROJECT FACTS

2.1 Wendy Shrief of JUB Engineers, on behalf of M3 ID Rising Sun, LLC, requests Time Extension approval for the Rising Sun Estates Subdivision Final Plat. The project is located on the southwest corner of E Kuna and S Stroebel Roads (APNs: R0615250567, R0615251201); Section 25, Township 2 North, Range 1 West.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Chapter 2, Section 4, this application seeks Time Extension approval for Rising Sun Estates Subdivision.

3.2 A previous Time Extension was approved December 3, 2019 (Case No. 19-03-TE).

3.3 An approved Time Extension shall be valid for two (2) years from the date of approval of the Findings of Fact & Conclusions of Law by City Council.

3.4 The City Council is under no obligation to grant a Time Extension. In approving or denying the request for Time Extension, the City Council may add additional Conditions to its approval.

3.5 Per requirements by Ada County, this projects Final Plats will come forward as Rising Sun; currently, Staff has received a Final Plat application for Rising Sun No. 1, which will come before City Council November 3, 2021.

3.6 Upon review, Staff has no concerns and has determined the Time Extension request for Rising Sun Estates complies with Kuna City Code Title 6, Chapter 2, Section 3, Subsection J(5); Comprehensive Plan Future Land Use Map; and Idaho Code. Staff recommends Council Approve Case No. 21-02-TE.

IV
APPLICABLE STANDARDS

4.1 Kuna City Code Title 6, Subdivision Regulations

4.2 Kuna Comprehensive Plan and Future Land Use Map.

4.3 Idaho Code Title 67, Chapter 65 – Local Land use Planning Act.

4.4 Idaho Code Title 39, Chapter 11 – Health and Safety.

V
COUNCIL'S ORDER OF DECISION

Based on the facts outlined in Staff's report and testimony as presented at the Public Meeting, the City Council of Kuna, Idaho, hereby Approves/Denies Case No. 21-02-TE (Time Extension), a request from Wendy Shrief of JUB Engineers, on behalf of M3 ID Rising Sun, LLC, for Time Extension approval for the Rising Sun Estates Subdivision Final Plat.

DATED this 19th day of October, 2021.

KUNA
Planning & Zoning

Time Extension Application for Final Plat

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

Case No(s).: 21-02-TE

Project Name: Rising Sun

Date Received: 09.16.2021

Date Accepted as Complete:

Owner Information

Name: M3 ID Rising Sun, LLC

Address: 1087 W River Street, Ste 310, Boise, ID 83702

Phone: 208-939-6263 Email: mtate@m3companiesllc.com

Applicant Information

Name: Wendy Shrief - JUB Engineers, Inc.

Address: 2760 W. Excursion Ln. Ste 400

Phone: 208-376-7330 Email: wshrief@jub.com

Representative Information

Name: Wendy Shrief - JUB Engineers, Inc.

Address: 2760 W. Excursion Ln. Ste 400

Phone: 208-376-7330 Email: wshrief@jub.com

Subject Property Information

Subdivision Name: Rising Sun Estates

Site Address: E Kuna Road, Meridian, ID 83634

Nearest Major Cross Streets: E Kuna Road and

Parcel No(s).: R0615250567 & R0615251201

Section, Township, Range: 25 2N 1W

Please provide the reason for your request:

We are requesting a time extension for the Rising Sun Estates preliminary plat. The Rising Sun Estates preliminary plat will expire 12/3/2021 if a Time Extension is not granted. This project has experienced several delays that have necessitated a request for a Time Extension. A delay in construction due to material and crew shortages has made a Time Extension request necessary. The second delay was caused by an ownership change for the property. Two phases of Rising Sun Subdivision are currently under construction and the plats for Rising Sun Estates No.1 and Rising Sun Estates No.2 are expected to record prior to the end of 2021.

Date of Time Extension: 9/16/2021

This application shall not be considered complete (nor will a public meeting be scheduled) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled meeting date, fees due, and any additional items via a Letter of Completeness.

Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

Applicant Signature: _____ Date: 9/16/2021

By signing, you are confirming you have provided all required items listed on this application.

RISING SUN ESTATES SUBDIVISION

KUNA, ID

A TEAM
Land Development & Real Estate Services

STEVE ARNOLD
1785 WHISPER COVE AVE.
BOISE, ID 83709
208-871-7020

City of Kuna

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

Council Findings of Fact & Conclusions of Law

To: City Council

Case Number(s): 17-03-AN (Annex), 17-07-S (Subdivision)
Rising Sun Subdivision

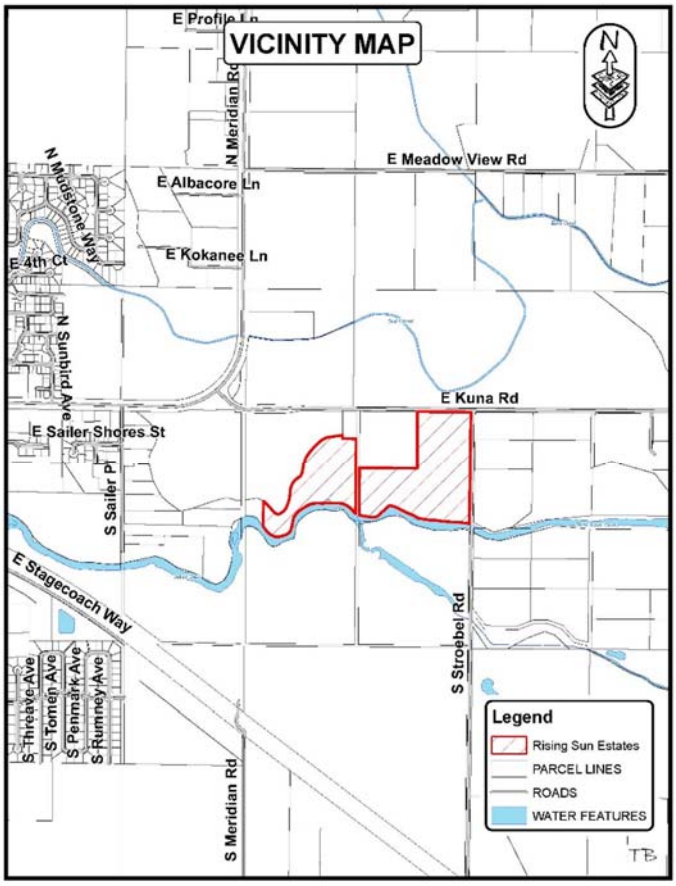
Location: South West Corner (SWC) of E Kuna Road and S Stroebel Road, Kuna, Idaho 83634

Planner: Troy Behunin, Planner III

Hearing Date: November 8, 2017
Findings of Fact: *November 21, 2017*

Owner: **Debra Young**
1143 N. 3400 E.
Rigby, ID 83422

Representative: **A Team Land Consultants**
Steve Arnold
1785 S. Whisper Cove Ave.
Boise, ID 83709
208.871.7020
steve@ateamboise.com



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J. Conclusions of Law
K. Findings of Fact
L. Recommended of the Commission
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A. Course of Proceedings

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 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	May 25, 2017 (nine persons attended)
ii.	Agencies	July 6, 2017
iii.	300' Property Owners	October 30, 2017
iv.	Kuna, Melba Newspaper	October 18, 2017
v.	Site Posted	October 27, 2017

B. Applicant Request:

1. Applicant requests to annex approximately 36.30 acres into Kuna City with an R-4, residential zone, and to subdivide the property into 91 single family residential lots and 5 common lots and have reserved the name Rising Sun Estates Subdivision. A Design Review application for the common areas and buffer landscaping accompanies this application. The site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads, site address is next to 2067 East Kuna Road, Kuna, Idaho, In Section 30, T 2N, R 1E, APN #: R0615250650.

2. **Site Location Map:**

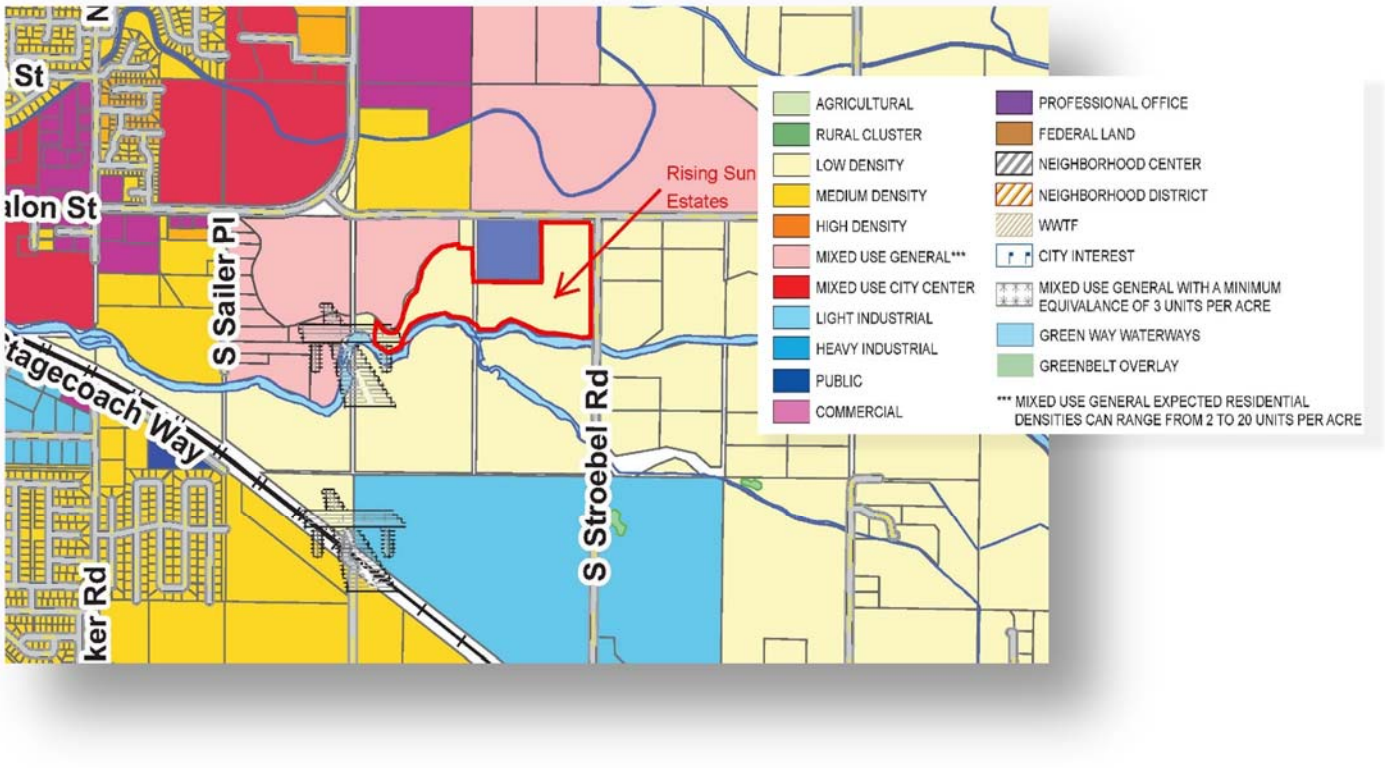
©COPYRIGHTED

C. History: The approximately 36.30-acre subject site is currently in Ada County, however, it is contiguous to Kuna City limits on the north line of the east parcel and have historically been used for Agricultural purposes.

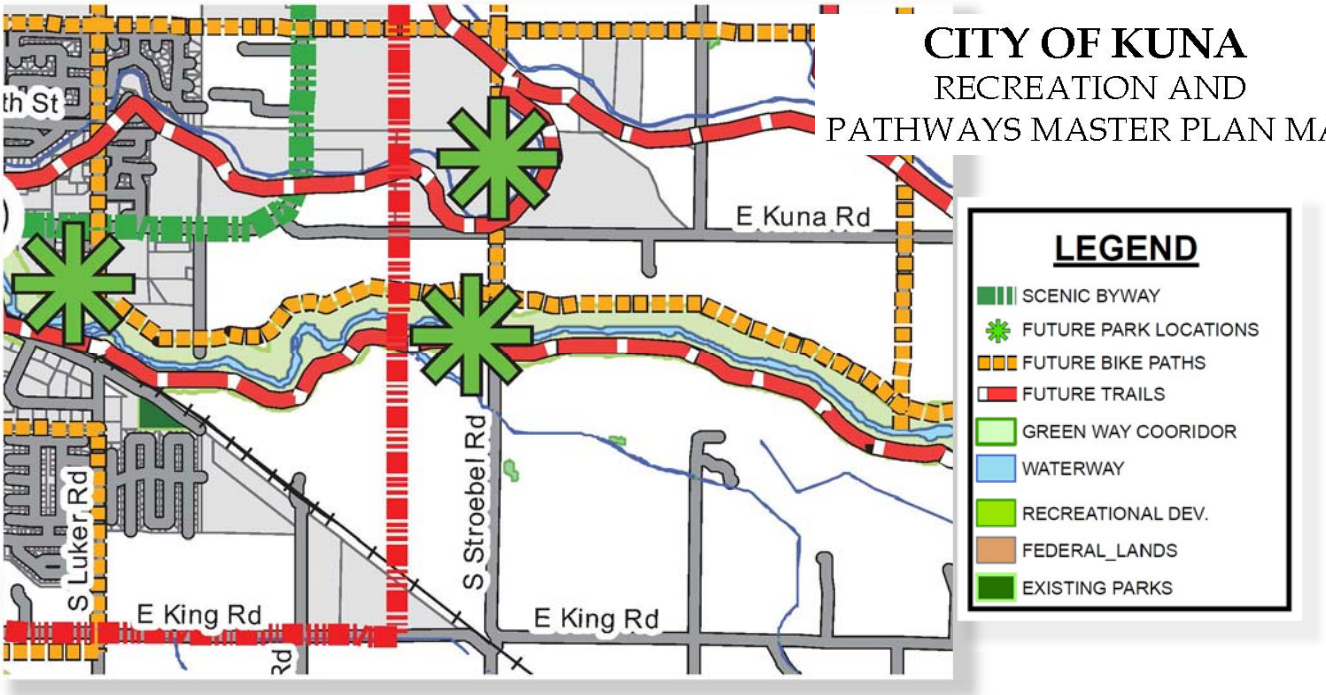
D. General Projects Facts:

1. **Comprehensive Plan Designation:** The City of Kuna's Future Land Use Map identifies the subject site as Low Density Residential (2 – 4 Units per acre). Staff views this land use request to be consistent with the approved Future Land Use Map.

2. **Kuna Comprehensive Plan Future Land Use Map:** The Kuna Comprehensive Plan Future Land Use Map shown below (and map legend) indicates that the subject site is designated as Low Density Residential. The applicant's request is consistent with the Future Land Use Map designation.



3. **<u>Kuna Recreation and Pathways Master Plan Map:</u>**
   The Kuna Recreation and Master Pathways Plan map identifies a future trail adjacent to the Kuna Canal waterway as it flows through the subject site. The applicants submitted preliminary plat and landscape plan accommodates and plans for this trail designation along the Kuna Canal on the south line of their proposed project.



4. **Surrounding Existing Land Uses and Zoning Designations:**

North	M2, RUT, AG	Agriculture – City of Kuna General Industrial & Rural Urban Transition - Ada County
South	RR	Rural Residential – Ada County
East	RUT	Rural Residential – Ada County
West	RUT	Rural Urban Transitional – Ada County

5. **Parcel Sizes, Current Zoning, Parcel Numbers:**
   - Approx. 36.30 acres total
   - RR (Rural Residential) – Ada County
   - Parcel # R0615250650

6. **Services:**
   Sanitary Sewer– City of Kuna
   Potable Water – City of Kuna
   Irrigation District – Boise-Kuna Irrigation District
   Pressurized Irrigation – City of Kuna (KMID)
   Fire Protection – Kuna Rural Fire District
   Police Protection – Kuna City Police (Ada County Sheriff's office)
   Sanitation Services – J & M Sanitation

7. **Existing Structures, Vegetation and Natural Features:** Currently there no structures on the subject site. This site slopes slightly to the south, towards Indian Creek, but is otherwise generally flat. Indian Creek flows east to west on the south side of the subject parcel. On-site vegetation consists of vegetation typically associated with agricultural fields.

8. **Transportation / Connectivity:** The applicant proposes to construct their portion of Easter Avenue as a half street section from East Kuna Road to serve the subdivision on the west side within the existing rights-of-way (***ROW***); also, to widen South Stroebel Road along the projects eastern frontage as required. Applicant also proposes four (4) total shared driveways throughout the development that will likely affect 15 home lots.

   ITD will require the applicant to prepare and submit a traffic impact study (***TIS***). ACHD has not required a TIS at this time, but does require improvements along the frontages of Kuna and Stroebel Roads, and for their frontage along the existing Eater Avenue ROW.

   ACHD recommends a 35-foot wide ROW dedication for Kuna Road and ROW as needed for Stroebel Road to accommodate one-half of a 36' roadway improvement, plus additional land for single-lane round about at the intersection of Kuna and Stroebel. Applicant shall improve both classified roads with vertical curb, gutter and sidewalks along with additional requirements listed in the ACHD report dated: July 27, 2017.

   There are multiple pedestrian and bicycle pathway connections throughout the development to support alternative transportation choices for residents, and create a more walkable and pedestrian friendly neighborhood environment.

9. **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.

10. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
    - Kuna City Public Works Director (Bob Bachman) – Exhibit B-1

- Ada County Highway District (ACHD) – Exhibit B-2
- Boise Project Board of Control – Exhibit B-3
- Central District Health Department (CDHD) – Exhibit B-4
- Community Planning Association of Southwest Idaho (COMPASS) – Exhibit B-5
- Department of Environmental Quality – Exhibit B-6
- Idaho Transportation Department (ITD) – Exhibit B-7

E. Staff Analysis:

Applicant requests approval to annex approximately 36.30 total acres currently zoned Rural Residential (RR) within Ada County, into Kuna City limits with an R-4 (Low Density Residential) zone; and to subdivide the subject property creating a 91 lot, single family subdivision, known as Rising Sun Estates Subdivision. Applicant also proposes to develop five additional lots (including a 13,800 SF pocket park), into common lots for the use by residents. Applicant proposes one of these five common lots to be used by all Kuna residents, and will be developed as a multi-use pathway along Indian Creek, adding a new segment to the greenbelt system in concert with the Master Recreation and Pathways Map. The pathway is proposed to be built by the developer (See Letter of Intent), and then dedicated to Kuna City. A Homeowners Association (HOA) will be established for the care and maintenance for all other common lots.

The site is eligible for annexation, as it touches current City limits on the north side of the project. The applicant seeks an R-4 (Low Density Residential) zone for the subdivision. Applicant is proposing three (3) phases of development which will largely be driven by the consumer market.

Kuna Code allows for flag lots (KCC 6-4-2-G), however, if not planned for appropriately, they may become a burden to homeowners. These shared driveways appear to serve 15 homes. Staff recommends the applicant follow KCC 6-4-2-G (for flag lots), and provide a perpetual plan/agreement to be recorded with the County, for the maintenance, upkeep and continuous care for the shared driveways as well. If applicant can demonstrate permanent and continuous maintenance and care that may not be dissolved except by City Councils approval, staff has no concerns with the four proposed shared driveways.

Public services will be extended to the property at the developers cost, by extending existing or proposed City facilities. It is anticipated that City sewer will be extended in the future, in part by the City, to the area.

A design review application accompanies the applicant's request for the common area landscaping and buffers and a conditional approval was awarded.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 17-03-AN and 17-07-S, to the Council with recommended conditions of approval listed in section M of this memo.

F. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. Kuna City Code Title 5 – Chapter 1-17; Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Procedural Background:

The Council held a Public Hearing on November 08, 2017, to consider Cases No.'s 17-03-AN and 17-07-S, including the submitted application documents, agency comments, staffs report, application exhibits and public testimony presented at the hearing.

H. Factual Summary:

This site is located at the south west corner (SWC) of East Kuna and South Stroebel Roads. Applicant proposes to annex approximately 36.30 acres into the City of Kuna with an R-4 (Low density residential) zone. Applicant has submitted a preliminary plat to subdivide the parcel into 91 buildable lots and 5 common lots, 12% open space, four (4) shared driveways and proposes to improve Kuna and Stroebel Roads to City and ACHD standards.

I. Comprehensive Plan Analysis:

The comprehensive plan (Comp Plan) is a living document, intended for use as a guide to governmental bodies. The Comp Plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City. The Kuna Council accepts the Comprehensive Plan components as described:

Goals, Policies and Objectives from the Kuna Comprehensive Plan:

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and evaluate with guidance from the City attorney and the Idaho Attorney General's six criterion established to determine the potential for property takings.

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: *The proposed application complies with the comprehensive plan by providing a mix of lot sizes, and a pathway / greenbelt to meet this goal.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

Comment: *The project complies with the land use plan as adopted by the City by incorporating the following; open spaces and utilization of the Indian Creek corridor for a future pathway, varied housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.*

Natural Resources Goals and Objectives - Section 7 - Summary:

Retain natural resources that contribute to Kuna's quality of life while developing a green grid of trails for bikes throughout the City for recreation and alternative transportation needs.

Comment: *The proposed application provides pathways through the development as well as a trail along Indian Creek for recreation and alternate transportation modes.*

Public Services, Facilities and Utilities Goals and Objectives - Section 8 -Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties that request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.

Comment: *Kuna has adequate services for this development and the authority to annex the requested lands into the City. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.*

Transportation Goals and Objectives - Section 9 - Summary:
Work with Kuna, ACHD, COMPASS, and ITD to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights- of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

Comment: *The City Public Works Director, ACHD, COMPASS and ITD have provided a report. The project meets with the transportation goals of the City by extending public rights-of-way on East Kuna and South Stroebel Roads to create additional transportation connections.*

Recreation Goals and Objectives - Section 10 - Summary:
Ensure a City wide system of parks, trails and recreational opportunities for a variety of year-round outdoor activities balancing active and passive open spaces with easy access for users. Encourage the development of community and neighborhood-centered recreational facilities including gathering places connected by trails, walkways, bikeways and horse paths.

Comment: *Applicant's proposed subdivision incorporates trails along Indian Creek, and open spaces for residents, meeting the goals of the City.*

Housing Goals and Objectives - Section 12 - Summary:
Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: *Applicant has proposed 91 single family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds trails and open space, creating a pleasant neighborhood environment.*

Community Design Goals and Objectives - Section 13 - Summary:
Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

Comment: *The application incorporates sound community design and landscape features to buffer incompatible uses to create a sense of place for the community to foster neighborhood interactions and activities.*

J. Council Conclusions of Law:

Based on the evidence contained in Case No's 17-03-AN and 17-07-S, the Kuna Council finds Case No's 17-03-AN and 17-07-S comply with Kuna City Code, the Kuna Comp. Plan and the goals of the City, as proposed or conditioned.

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 36.30 acre subdivision is large enough to include a mix of lot sizes, community open space(s), pathways and a trail along Indian Creek.*

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 low 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, rezone and design of the subdivision did consider the location of the property adjacent to Indian Creek, classified roadways (Kuna and Stroebel Rd.) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses (Kuna) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
   Comment: *Correspondence from Kuna Public Works and ACHD confirms that the proposed streets and utility services are suitable and adequate for this residential project. ACHD confirms that the proposed streets within and adjacent to the subdivision are adequate for the proposed development.*

K. <u>Councils Findings of Fact:</u>

Based upon the record in 17-03-AN and 17-07-S**,** including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Council hereby *approves* Case No's 17-03-AN and 17-07-S, a request for annexation and subdivision preliminary plat request by the applicant as follows:

The Council *concludes that the application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC and/or the Landscape Code in title 5.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

   The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a <u>reasoned statement</u> that <u>explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.</u>

In addition, Idaho Code §67-6535(2) (a), provides that:

Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.

2. The Council has the authority to approve or deny Case No's 17-03-AN and 17-07-S. On November 08, 2017, the Council voted to approve Case No's 17-03-AN and 17-07-S.

3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances for Council to hold a public hearing on November 08, 2017, for case No's 17-03-AN and 17-07-S.

L. Idaho State Code Analysis:

1. **IC §67-6511 (2) C** requires that the Council analyze the proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, ***or*** would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction.

2. **IC §67-6513** provides that the City provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision.

3. Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents.

M. Decision by the Commission:

On September 12, 2017, the Planning and Zoning Commission voted 4-0, recommending conditional *approval* for Case No's 17-03-AN (Annex) and 17-07-S (Sub), based on the facts outlined in staff's report and public testimony during the public hearing the Planning and Zoning Commission of Kuna, Idaho and voted to recommended *conditional approval* for Case No's 17-03-AN and 17-07-S; annexation and preliminary plat and hereby recommends *approval* to Council with the following conditions of approval:

- *Applicant shall follow the conditions as outlines in the staff report,*
- *Work with staff on the buffers along Kuna and Stroebel Roads, to bring into compliance,*
- *Applicant shall work with staff to provide two pathway connections along Theo Dr. to access the greenbelt, and one at the mid-point across from Oriana to Sunniva Avenues,*
- *Work with ACHD on parking considerations and mitigation along Stroebel Road,*
- *Adjust the stub street on the west as described by staff,* (The stub street to the west shall be extended to adjacent properties as proposed, and include utility stubs).

N. Order of Decision by Council:

On November 8, 2017, the Council voted to *approve* Case No's 17-03-AN and 17-07-S, based on the facts outlined in staff's memo, the Comp Plan, Kuna City Code the record before the Council, the applicants' presentation, public testimony and discussion during the public hearing with the Council of Kuna, Idaho. The Council hereby approves Case No's 17-03-AN and 17-07-S, an Annexation and Preliminary Plat (Sub) request from Steve Arnold (A-Team Land Consulting), with the following conditions of approval:

- Follow all staff, and other agency specifications listed in the packet.

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 the drainage and grading plans. 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". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
    c. 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.
    d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
    e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.

    A stub street (with utility stubs) shall be extended to adjacent properties of the project. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.

    2.1– Dedicate right-of-way in sufficient amounts to follow Kuna City and ACHD standards and widths.
2. Installation of utility 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. 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. A separate Design Review application is required for the community clubhouse and parking lot.
6. Fencing within and around the site shall comply with KCC standards.
7. A sign permit is required prior to any 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. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
10. 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.
11. The applicant's proposed preliminary plat (dated 06/19/17) and landscape plan (dated 06/19/2017) shall be considered binding site plans, or as modified and approved through the public hearing process.
12. Applicant shall add the following notes to the landscape plans and resubmit a plan for Planning and Zoning approved plans, bearing the changes.

12.1 – *Landscape contractor shall remove all twine/ropes and burlap from root balls.*
12.2 – *Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.*

13. Applicant shall add pathways through long blocks to provide better interconnectivity for pedestrian and non-motorized transportation.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. Applicant shall demonstrate permanent access, maintenance and care for all lots affected by shared driveways as proposed on the preliminary plat bearing the same date as above.
16. Compliance with all local, state and federal laws is required.

DATED: This 28th, day of November, 2017.

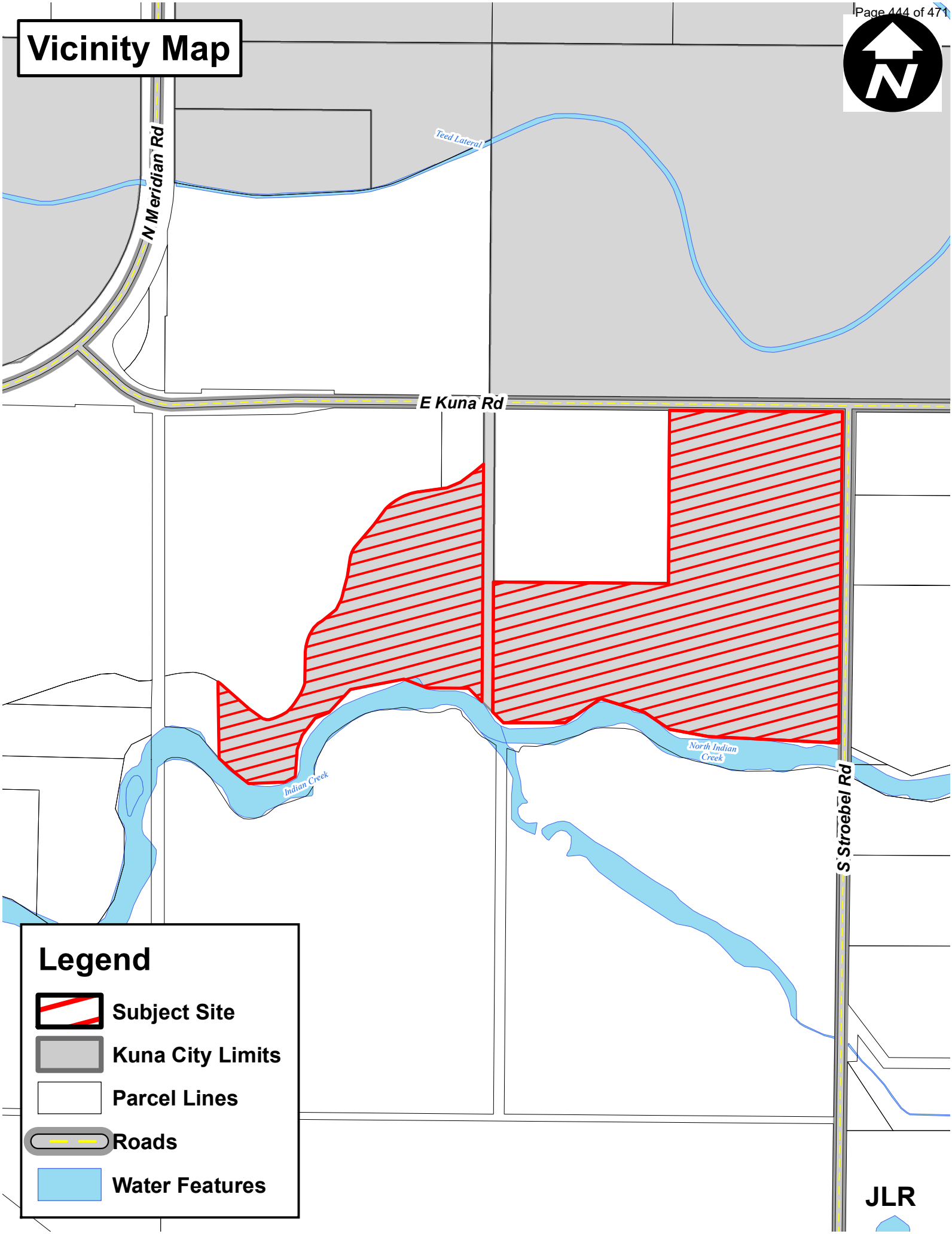
Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

Vicinity Map



ORDINANCE NO. 2021-30

CITY OF KUNA, IDAHO

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;**
- **REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED "WILD ANIMALS" AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED "PROHIBITED ANIMALS," WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND**
- **AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND**
- **REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED "DISEASED ANIMALS," WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED "CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS," PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND**
- **AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION;**

MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND

- **REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED "PENALTIES," WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED "RESPONSIBILITY FOR ANIMALS OWNED BY MINORS," WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED "DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS," WHICH PROVIDES PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED "APPEAL PROCEDURE FOR AFFECTED PERSONS," WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND**
- **ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED "PENALTIES," WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; 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 sections 2 and 3 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-2: - DEFINITIONS:

ABANDON: To leave an animal unattended for more than twenty-four (24) hours without the owner making arrangements for its proper care, sustenance and shelter, or releasing the animal upon public highways or public or private property. Shall not apply to a person who captures a

free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location in which it was found for the purpose of cat population control. Shall not apply to the Animal Control Agency in accordance with 10-3-16(E).

AFFECTED PERSON: Means any person, in particular owners, whose rights to own or possess an animal have been adversely impacted by a specific decision to enforce any provision of this chapter against that person.

ANIMAL: Any mammal, reptile, amphibian, fish, bird (including all fowl and poultry) or other member commonly accepted as part of the animal kingdom. Animals shall be classified as follows:

> *Domestic animals*: Those animals commonly accepted as domesticated household pets that have traditionally, through a long association with humans, lived in a state of human dependence or traditionally have been kept as a household pet. These animals shall include dogs, cats, ferrets, caged birds, pigeons, gerbils, hamsters, guinea pigs, domesticated rabbits, chinchillas, fish, nonpoisonous, nonvenomous and nonconstricting reptiles or amphibians, and other similar animals.
>
> *Farm animals*: Those animals commonly associated with a farm or performing work in an agricultural setting. These animals shall include members of the equine family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (including potbellied pigs), goats, llamas, alpacas, and other animals associated with a farm, ranch or stable operations.

ANIMAL CONTROL AGENCY: Any organization(s) authorized by the city council to enforce the provisions of this chapter.

ANIMAL CONTROL OFFICER: Any individual authorized by the city council or the Animal Control Agency to enforce the provisions of this chapter, to include, state or local law enforcement officers whose duties include assignments that involve animal seizure and impoundment.

ANIMAL CONTROL SHELTER: An animal control facility authorized by the city council or the Animal Control Agency as the location for the impounding of animals.

AT LARGE: Off the property of the owner and not under the control of such person by either leash, cord or chain (not to exceed eight (8) feet).

AT-RISK DOG: Means any dog that:

A. Without justified provocation bites a person without causing a serious injury; or
B. Without provocation and while at-large has killed, inflicted injury, or otherwise caused injury to a domestic animal by attacking a domestic animal not on the real property of the owner of the dog.
C. Has previously been found to be an at-risk dog pursuant to the Idaho Code or a substantially conforming ordinance or statute from foreign jurisdiction.

ATTACK: Any aggressive action by an animal that a reasonable person would conclude places any person or domestic animal in reasonable belief of imminent and substantial bodily harm.

BARKING: A vocal sound produced by a dog that annoys or disturbs a reasonable person of normal sensitivities.

BITE OR BITTEN: When the skin of an individual has been broken or penetrated by an animal's teeth in an act of aggression, attack or defense.

CAT: Both the male and female of the Felidae species.

COMMERCIAL KENNEL: Any lot or premises or portion thereof, on which five (5) or more dogs, cats, or other household domestic animals are maintained, harbored, possessed, boarded, bred, or cared for in return for compensation, or are offered for sale. This definition does not include an animal clinic, animal hospital, or veterinary office where boarding is limited to short-term care incidental to the hospital purposes.

CURRENT VACCINATION: An animal that has received a primary rabies vaccine at least thirty (30) days ago, and no more than one (1) year ago, or has received a booster vaccine administered according to the manufacturer's written instructions. The rabies vaccine shall be licensed by the United States Department of Agriculture for use in that species (a list of the currently licensed vaccines can be found in the current "Compendium of Animal Rabies Vaccines" prepared and updated annually by the National Association of State Public Health Veterinarians). Rabies vaccination must be performed by or under the direct supervision of a veterinarian who is licensed or legally permitted to practice veterinary medicine.

DANGEROUS DOG: Means any dog that:

A. Without justified provocation has inflicted serious injury on a person;
B. Has been previously be found to be at-risk and thereafter bites or physically attacks a person without justified provocation;
C. Has previously been found to be a dangerous dog pursuant to the Idaho Code or a substantially conforming ordinance or statute from foreign jurisdiction; or
D. Has been previously found to be at-risk and thereafter inflicts injury to a domestic animal not on the real property of the owner of the dog.

DOG: Both the male and female of the Canine species.

EUTHANASIA: The procedure in which an animal is humanely killed by a method that is painless to the animal, and causing unconsciousness and death. This procedure to be performed by a certified euthanasia technician or licensed veterinarian in accordance with Idaho Code, Title 54, Chapter 21.

HARBORING: Allowing an animal to remain, or to be lodged, fed or sheltered on real property the owner occupies or controls for twenty-four (24) consecutive hours, or for one (1) or more hours per day for three (3) consecutive days.

HUMANE TRAP: A live animal box enclosure trap designed to capture and hold an animal without injury for a set period of time.

IMPOUND: To receive into the custody of the animal control shelter or an animal control authority officer.

JUSTIFIED PROVOCATION: Means to perform any act or omission that a reasonable person with common knowledge of dog behavior would conclude is likely to precipitate a bite or attack by an ordinary dog. Justified provocation includes, but is not limited to, the following:

A. The dog was protecting or defending a person within the immediate vicinity of the dog from an attack or assault;
B. The person was committing a crime or offense upon the property of the owner or custodian of the dog;
C. The person was at the time, or had in the past, willfully tormented, abused or assaulted the dog;
D. The dog was responding to pain or injury or protecting its offspring;
E. The dog was working as a hunting dog, herding dog, or predator control dog on the property of, or under the control of, its owner or keeper, and the damage or injury sustained was to a person who was interfering with the dog while the dog was working in a place where it was lawfully engaged in such activity, including public lands;
F. The dog was a Service Animal individually trained to do work or perform tasks for a person with a disability; or
G. The person was intervening between two (2) or more animals engaged in aggressive behavior or fighting.

NONBITE EXPOSURE: Saliva from an animal who has come in contact with a person's open wound or mucus membrane that may pose health concerns.

NONCOMMERCIAL KENNEL: Any lot or premises or portion thereof on which more than four (4) dogs, or five (5) cats, or a combination of four (4) such animals, are maintained, harbored, possessed, boarded, bred, or cared for without compensation and which animals are not for sale. A noncommercial kennel license for such activity is required from the City Clerk.

OTHER SUPPORT OR THERAPY ANIMALS: These are support animals that provide companionship, relieve loneliness, or sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities, and therefore do not satisfy the definition for ‘service animal’ within the Americans with Disabilities Act.

OWN: To keep, harbor, or have control, charge or custody of an animal. Animals kept in the custody of a minor or incapacitated person shall be deemed to be owned by the minor's parent(s), guardian or other designated responsible person where the minor or incapacitated person resides.

OWNER: Any person who keeps, harbors, or has charge, custody or control of, or permits any animal to remain on their property.

PERSON: Any individual, corporation, society, co-partnership, limited partnership, limited liability company, association, or any other legal or business entity.

POSTED PROPERTY: Any property that has been posted with legible sign(s) stating the restrictions, prohibitions or regulations pertaining to use of the property. "Posted property" specifically includes "Bernie Fisher" Park and other public areas that are designated from time to time by resolution of the city council.

PROVOKE: A person performing an act or omission that an ordinary and reasonable person would conclude is likely to precipitate dog aggression in the form of a bite or attack.

PUBLICLY OWNED PROPERTY: Property owned, leased or otherwise used by tax supported agencies. (Example: City parks, schools, post office.)

QUARANTINE: The strict confinement of an animal in a manner which limits direct contact with other animals not in quarantine or persons other than the owner or caretaker. The quarantine shall be conducted by way of an order issued by the Animal Control Agency designating the specific place, manner and provisions of the quarantine.

RABIES SUSPECT ANIMAL: Any animal which has bitten, scratched, or broken the skin of an individual or has been bitten, scratched or otherwise wounded or had contact with a rabid animal; or any animal showing symptoms suggestive of rabies.

RESIDENCE: Refers to the place of abode for a person or family that is more than merely temporary shelter.

SANITIZE: To make physically clean to the maximum degree that is practical.

SECURE ENCLOSURE: An enclosure that securely impounds an animal.

SERIOUS INJURY: Means an injury to a person characterized by bruising, laceration, or other injury that would cause a reasonably prudent person to seek treatment from a medical professional without regard to whether the person actually sought medical treatment.

SERVICE ANIMAL: An animal specially trained to provide aid or assistance to a human, as defined by the Americans with Disabilities Act.

WAIVER: A statement signed by a licensed veterinarian qualifying the medical reason that an animal should not be vaccinated for rabies.

10-3-3: - CRUELTY TO ANIMALS:

A. *Standard of animal care*: Owners shall provide their animals the minimum standard of care set forth in this section. Every owner shall provide the animal with sufficient wholesome food, water and shelter according to the following minimum standards:

1. *Adequate food*: Animals shall be provided, at intervals not to exceed twenty-four (24) hours, a quantity of wholesome foodstuff specific to the age of the animal's species that provides an adequate level of nutrition necessary to sustain the good health of the animal.
2. *Adequate quantities of water*: Animals shall at all times have access to a supply of clean and fresh water. The owner shall replenish the water supply a minimum of every twenty-four (24) hours.
3. *Sanitary animal keeping*: Owners shall keep their animals in a clean, sanitary and healthy manner and not confine them in a manner where they are forced to stand, sit or lie in their own excrement.
4. *Shelter*: Every owner shall provide their domestic animals with a shelter structure possessing walls, roof, and raised floor intended to shield the animals from wind and rain. A structure that is ventilated and provides protection from excessive heat and cold. A structure commensurate to the size of the inhabiting animal to permit it to move about freely.
5. *Tethering*: An owner shall not tether a dog or other domestic animal through use of a choke collar or tether or confine an animal in such manner that it can become entangled to the extent it cannot move freely, or reach shelter or water, or becomes entangled with another animal. The area where the animal is tethered or confined must be free of extraneous material that may cause it injury (materials such as glass, sharp metal and nails). A dog tether must be a minimum length of three (3) times the length of the dog, measured from the tip of its nose to the base of its tail. No animal may be kept continuously tethered for more than twelve (12) hours during any twenty-four-hour period or tethered on a continuous basis.
6. *Exercise*: Confined animal must be regularly provided with physical activity appropriate to their species, age and condition sufficient to maintain their good health.
7. *Veterinary care*: The owner of a diseased or injured animal shall promptly provide the animal with appropriate veterinary care and shall segregate the diseased animal from other animals, as necessary to prevent the transmittal of disease.

B. *Torture or neglect*: It shall be unlawful for any person to allow an animal to suffer or permit any animal to be tortured, neglected, tormented, overloaded, overworked, cruelly beaten or mutilated that results in injury or death of the animal.

C. *Animal fights prohibited*: It shall be unlawful for any person to attend any dogfight, cockfight, bullfight, or other such combat between animals or humans. Any involvement with animal fights besides mere attendance shall be charged and prosecuted according to state law.

D. *Fighting equipment*: It shall be unlawful to possess cockspurs, slashers, gaffs, or other tools, equipment, devices or training facilities intended for purposes for training or engaging an animal in combat with another animal.

E. *Leg hold, snares, and body griping traps*: It shall be illegal to set out any leg hold traps, snares, conibear, or other body griping traps in the city unless approved by the Animal Control Agency and the city planning and zoning department. This shall not apply to common spring bar mouse traps set on private property for the purpose of controlling the common house mouse.

F. *Animal exhibition, circus*: It shall be unlawful for an animal exhibition or circus to perform acts or establish exhibits where the performing or exhibited animals are induced to perform through the use of chemical, mechanical, electrical, or manual devices in a manner which is likely to cause physical injury or suffering.

G. *Confinement without food and water; intervention*: A person observing a domestic animal confined without access to food or water for more than twenty-four (24) hours, should immediately contact the Animal Control Agency.

H. *Improper containment of animal in motor vehicle or trailer*: No person(s) shall permit an animal to be contained within a motor vehicle or trailer under conditions that endanger the health, safety or well being of the animal. This provision includes circumstances relating to dangerous temperatures or lack of air, food, water and proper care. An Animal Control Officer, police officer or public official who has probable cause to believe a confined animal is imperiled shall have the authority to enter the motor vehicle or trailer by any reasonable means after making an effort to locate the owner.

I. *Abandonment*: It shall be unlawful to abandon an animal intentionally, knowingly, recklessly, or, with criminal negligence, or leave an animal at a location without providing for the animal's continued care. Abandonment includes the disposing of an animal at or near an animal shelter, veterinary clinic or other place of shelter without first making provisions for its reasonable care.

1. *Exceptions*: Shall not apply to a person who captures a free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location in which it was found for the purpose of cat population control. Shall not apply to the Animal Control Agency in accordance with 10-3-16(E).

J. A violation of this section shall constitute a misdemeanor and shall be punished as provided for in section 1-4-1 of the Kuna City Code.

Section 2: That the existing Section 4 of Chapter 3 of Title 10 Kuna City Code be repealed, and that a new Section 4 of Chapter 3 of Title 10 Kuna City Code be enacted, as follows:

10-3-4: - PROHIBITED ANIMALS

A. *Prohibited Animals*: It shall be unlawful for any person to harbor, keep, maintain or possess within the City any of the following animals:

1. *Mammals*:

a. All members of the family Felidae (cat family), except domesticated cats.
b. All members of the family Canidae (dog family), except domesticated dogs.
c. All nonhuman primates.
d. All members of the order Insectivora, except hedgehogs.
e. All rodents, except domestic rats, mice, guinea pigs, hamsters, gerbils and squirrels not otherwise restricted by Federal law.
f. All marine mammals, including, but not limited to, whales, dolphins and seals.

g. All animals from the order Xenarthra, including giant anteaters, sloths, tamanduas, armadillos and pangolins.
h. All members of the family Procyonidae.
i. All members of the family Mustelidae, except domestic ferrets (Mustela putorious).
j. All civets, meerkats and members of the family Vivirridae.
k. All marsupials, except Virginia opossum, sugar gliders and bettongs.
l. All members of the family Hyaenidae, including, but not limited to, hyenas and aardwolves.
m. All members of the order Tubulidentata (aardvarks).
n. All members of the order Hyracoidae (hyraxes).
o. All hoofed animals belonging to the orders Perrisodactyla and Artiodactyla, except domesticated farm or pack animals.
p. All members of the family Elephantidae (elephants).
q. All members of the order Chiroptera (bats).
r. All members of the family Ursidae (bears).

2. *Birds*:
   a. Ostriches.
   b. Cassowaries.
   c. Penguins of any kind.
   d. Cranes of any kind.
   e. Flamingos.
   f. Hornbills.
   g. Herons and their relatives from the order Ciconiiformes.
   h. All birds of prey from the order Falconiformes.
   i. All owls from the order Strigiformes.
3. *Reptiles*:
   a. Sea turtles of any kind.
   b. Aldabra or Galapagos tortoises.
   c. Komodo dragons.
   d. All members of the order Crocodilia.
   e. Wild caught Gila monsters and beaded lizards.
   f. Elapids (family of venomous snakes) except North American species, such as coral snakes, that are housed under State guidelines.
   g. Viperids (family of venomous snakes) except North American species, including, but not limited to, rattlesnakes, cotton mouths and copperheads that are housed under State guidelines.
   h. Tuataras.
   i. Anacondas.
4. *Insects*: All insects listed as agricultural pests by the USDA and Idaho Department of Agriculture.

B. *Threatened or Endangered Animals*: All animals listed as threatened or endangered on either a State or Federal level and all illegally imported animals shall be prohibited in the same manner as those listed in subsection A of this section.

C. *Exceptions*: The provisions of this section shall not apply to keeping of prohibited animals by:

1. Any bona fide, licensed zoo accredited by the Association of Zoos and Aquariums;
2. Any bona fide licensed veterinary hospital for treatment of illness or injury by licensed veterinarians;
3. Bona fide educational or medical institutions accredited by the Idaho Department of Education;
4. Bona fide rehabilitators permitted by the Idaho Fish and Game Department,
5. Any person keeping raptors that has been permitted to do so by the Idaho Fish and Game Department; and
6. A person whose property harbors wildlife or is enhanced with any structure to provide shelter or habitat to native wildlife such as native birds, bats, reptiles, amphibians, fish, or mammals which animals, through their own volition, enter or reside on any such property without being confined artificially by the property owner. People meeting this exception are not considered to be harboring or keeping the prohibited animals.

D. The owner or custodian of any prohibited animal kept pursuant to an exception, shall at all times:
   1. Keep the animal in a cage, enclosure or other confinement that is designed, constructed, and maintained to preclude the animal's escape. The cage, enclosure, or confinement shall be of sufficient size to allow the animal reasonable freedom of movement.
   2. Keep the animal in a manner that will not threaten or annoy any person of normal sensitivity.
   3. Employ adequate safeguards to prevent unauthorized access to the animal and to prevent the escape of the animal.
   4. Immediately notify the Animal Control Agency if the animal escapes and make every reasonable effort to recapture an animal that escapes.
   5. Allow Animal Control Officers to inspect the animal and the property to determine whether the owner or custodian is complying with this section.
   6. Allow the Animal Control Agency to inspect any permit an agency of the Federal or State government has issued to the owner or custodian that regulates the animal.
   7. Every person keeping a prohibited animal under this section must house the animal and care for it in a manner that is humane and in accordance with the particular requirements of the species, to include compliance with all State and Federal laws that apply to the welfare of animals.
E. Prohibited animals may be impounded by the Animal Control Agency and the owner liable for related fees and costs as set forth in this chapter.

Section 3: That sections 6, 7, 8, 9, 10, 11, 12, 13, and 14 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-6: - DOGS PROHIBITED ON PUBLICLY OWNED PROPERTY:

A. *Creation of dog-free areas*; exceptions: It is the intent of the city council to create areas within the city limits that are designated "dog-free" areas. It shall, therefore, be unlawful for any person to permit, allow, or carry any dog onto publicly owned posted property or any other public place that has been posted disallowing dogs, with the following exceptions:

1. Persons with disabilities utilizing assistance animals.
2. The dog is confined in a motorized vehicle.
3. The dog is confined to perimeter sidewalks or roadways only.
4. Police officers and their service animals.
5. Search and rescue animal handlers.
6.

10-3-7: - DOG LICENSES:

A. *Location for purchasing license*: Dog licenses shall be purchased at locations designated by the city council.
B. *License required; exceptions*: It shall be unlawful for any person to own, harbor, keep or possess a dog older than six (6) months of age within the city without first procuring a license as required by this chapter, except:
    1. Dogs whose owners are nonresidents, but who are temporarily residing within the city for thirty (30) days or less, and possessing a license issued by another municipality or other licensing authority.
    2. Dogs brought into the city for the purpose of participating in shows, exhibits, competitions or similar events.
    3. Dogs specially trained to assist people with disabilities where the dog is serving in this capacity.
    4. Dogs for sale through licensed pet stores.
C. *License term; application; fees*:
    1. Dog licenses shall be valid until the last day of the month, one (1) year, three (3) years, or five (5) years from the month of original issue depending on the duration of license purchased. The owner of the dog located within the city shall make application at city council designated locations and pay a license fee according to the schedule of fees adopted by city resolution.
    2. No dog will be licensed as spayed or neutered without ~~valid~~ proof the surgery was performed.
    3. At time of payment the license issuer shall provide a receipt designating the dog owner's name, license number, animal gender (or status of spayed or neutered) and the amount paid. A metal tag bearing the number corresponding to that affixed upon the receipt will also be provided when purchasing a new license.
    4. If a license is lost, the dog owner shall apply for a replacement tag and pay the appropriate fee.
    5. Dog licenses may be purchased year round and renewed up to thirty (30) days prior to expiration.
D. *Use of improper or imitation dog license*: It shall be unlawful for a person to allow their dog to wear a license tag issued to another dog, or wear an imitated city license tag representing the current year's registration, or any tag marked on plate or collar similar to that required by the city.

10-3-8: - LIMITATIONS ON NUMBER OF DOGS OR CATS:

A. A single residence is limited to four (4) dogs or four (4) cats, or a combination of both dogs and cats not exceeding four (4) total animals, on the premises at one (1) time; unless ~~said~~

a person residing at the residence obtains a valid noncommercial kennel license, or commercial kennel license, that ~~affords~~ permits a greater number of dogs or cats.

B. For the purposes of this section, the litter of a female dog or cat may be kept with its mother and the litter, and shall constitute one (1) dog or cat until the litter reaches six (6) months of age at which time this status will divest and each dog or cat shall be counted as an individual animal.

C. A residence may exceed the four (4) dogs or cats per premises limit by an additional one (1) animal, where one (1) or more of the animals is a Service Animal, or Other Support or Therapy Animal, as defined in this Chapter, and the animal(s) will be in use at said premises in this special capacity and the person(s) utilizing the animal(s) reside(s) on the premises.

10-3-9: - <u>NONCOMMERCIAL AND</u> COMMERCIAL KENNEL LICENSES:

A. *License requirements*: All kennels, commercial or noncommercial, must be properly licensed. Applications are to be addressed to the Animal Control Agency, with a duplicate application sent to the city. The application shall state the name and address of the owner, the location of the kennel or residence, and the number and type of dogs or cats to be kept. The city fee for a kennel license shall be set by resolution of the city council. An authorized officer of the Animal Control Agency shall inspect all prospective kennels or multiple animal residences prior to granting a kennel permit. The Animal Control Agency will ensure that the designated number of animals and the housing and keeping of such animals will not likely constitute a public nuisance.

B. *Any application for a kennel permit must include*:
    1. Written approval from the Animal Control Agency that includes a statement about the number of dogs and/or cats that may be kept at the facility. Noncommercial kennel licenses are limited to ten (10) dogs or cats, or ten (10) dogs and cats in the aggregate.
    2. Licensing for each dog that is subject to licensing under section 10-3-7.
    3. Written City of Kuna Planning and Zoning Department approval for a commercial kennel license, which shall:
        a. Be in the form of an approved conditional use permit and valid zoning certificate issued pursuant to Chapter 12 of Title 5, Kuna City Code.
        b. Include the Kuna City Planning and Zoning Director or designee's signature on the kennel license.
    4. A noncommercial kennel license does not require a conditional use permit or zoning certificate.

C. *Revocation of kennel license*:
    1. A kennel license may be revoked or the application for kennel license denied when any of the following conditions are found to exist:
        a. Dogs or cats from the subject kennel are apprehended by an Animal Control Officer for running-at-large within the city limits more than one (1) time in any six-month period.
        b. Failure of the kennel to maintain an accurate list of all the animals kept at the kennel. The list shall be maintained as part of the records of the kennel.
        c. The kennel keeping more than the approved number of animals at the kennel.

d. Failure of the kennel to allow access to an authorized Animal Control Officer to inspect the kennel facility.
e. Failure to maintain the kennel in a clean and sanitary manner by the kennel operator or its staff.
f. Failure by the kennel to provide the animal's adequate shelter and protection from the weather.
g. Failure by the kennel to provide the animal's with adequate ventilation.
h. The quartering together of temperamentally unsuited dogs or allowing the animals to be in proximity to one another which action causes the dogs to be abused or tormented.
i. Excessive or loud animal noises at the kennel.
j. Failure to adequately treat any diseased or injured dog or failure to segregate a diseased dog necessary to preventing the spread of disease to other animals.
k. Conviction on an animal nuisance or cruelty charge, or failure to abate a condition determined by the Animal Control Agency to contribute to, or constitute a condition of public nuisance.

D. Upon notice of revocation, served by the Animal Control Officer, a kennel license holder shall have thirty (30) days to cure any noted defect. In the alternative, the kennel license holder may, within thirty (30) days, file a written protest to contest such revocation. The protest must be filed with the City of Kuna.
E. If no protest has been submitted to the Kuna City Council by the kennel owner seeking review of a revocation within thirty (30) days after notice of that action, the kennel license shall be deemed revoked.

10-3-10: - ~~ANIMALS~~ DOGS RUNNING AT LARGE PROHIBITED:

A. *~~Animals~~ Dogs running at large*: It shall be unlawful for any owner to allow a~~n animal~~ dog(s) to run at large. Dogs on a leash, cord or chain (not to exceed eight (8) feet) and accompanied by a person competent to handle the animal shall be permitted on streets or public land, unless the city has posted and signed an area "dogs prohibited".
B. *Impoundment*: The Animal Control Agency may impound any dog found running-at-large, subject to redemption in the manner as provided for in this chapter. It shall be unlawful to kill, destroy, or cause injury to a dog running-at-large, except as provided for elsewhere in this chapter.
C. *Collar and tag required*: Every dog shall wear a substantial, durable collar, or harness at all times, to which the required license tag shall be securely attached.
D. *Training and exercise grounds*: The city council may designate public grounds for the training or exercise of dogs, subject to certain rules and regulations. Dogs exercising in these areas need not be controlled by leash, provided they are under the control of a responsible person through whistle, voice, or other effective command.
E. *Enclosure requirements*: Any owner who relies upon a fence, or other enclosure, to contain a dog while it is out of doors must maintain the fence or enclosure in a condition to prevent the dog from escaping and running at large. In the event a dog escapes and is found running at large, or injures or attacks another animal or person through a defective fence, the Animal Control Agency may investigate and document the condition of the fence or

enclosure where the owner regularly keeps the dog. If the fence is found to be defective or damaged, the owner shall repair the identified damage, deficiencies, or defects in the fence. If the owner fails to repair the identified damage, deficiencies, or defects, and the dog is again found running at large, the owner may be cited under this provision for failure to repair the fence to prevent a dog from running at large in addition to a citation for the dog running at large.

10-3-11: - FOUND STRAY ANIMALS:

It shall be unlawful for any person to take into their possession a stray animal without notifying the Animal Control Agency at once. The animal shall be released to the Animal Control Agency or an Animal Control Officer upon demand by that agency's representative without charge. This shall not apply to a person who captures a free roaming at large domestic cat, transports the cat to a veterinarian for sterilization surgery, and releases the cat in the approximate location where it was found for the purpose of cat population control.

10-3-12: - RABIES CONTROL, QUARANTINE:

A. *Rabies Vaccination Requirements*:
   1. *Vaccination Required*: The owner or custodian of any dog or cat within the City shall vaccinate such animal against rabies within thirty (30) days of:
      a. The dog or cat becoming four (4) months of age;
      b. Acquiring a dog or cat without documented proof of current rabies vaccination; or
      c. Bringing a dog or cat four (4) months of age or older into the City's limits.
   2. *Revaccination Intervals*: The owner or custodian of any dog or cat within the City that has been vaccinated against rabies is required to revaccinate such animal within a period of not more than:
      a. Twelve (12) months after the animal's initial vaccination, if the animal was between four (4) months and one (1) year of age at the time of such vaccination; and
      b. Thirty-six (36) months after each subsequent vaccination.
   3. *Rabies Vaccination Waiver*: Upon physical examination of a dog or cat, an Idaho licensed veterinarian may provide a written waiver from rabies vaccination based on an illness or infirmity in such animal, animal, or based on a positive rabies antibody titer obtained by laboratory testing. A written waiver must provide an expiration date, not to exceed twelve (12) months. Upon expiration, the animal must be vaccinated, or it must be physically reexamined by an Idaho licensed veterinarian, who may issue a new written waiver from rabies vaccination following the same guidelines set forth herein.
   4. *Approved Vaccination*: Only U.S. Department of Agriculture (USDA) approved rabies vaccinations may be administered to dogs and cats within the City.
   5. *Certificate of Vaccination*: An Idaho licensed veterinarian who vaccinates a dog or cat against rabies within the City, must immediately issue a certificate of vaccination signed by the veterinarian to such animal's owner or custodian. The certificate of rabies vaccination shall provide the following information:

a. The date of the vaccination;
b. The name and address of the vaccinated animal's owner or custodian;
c. The type of vaccine used, the vaccine manufacturer's name, and the vaccine's serial or lot number; and
d. The breed, age, color, sex, and name of the vaccinated dog or cat.

6. *Maintaining Vaccination Records*: The owner or custodian of a dog or cat shall maintain copies of the certificates of rabies vaccinations for the animal and shall produce such records upon request by:
   a. An Animal Control Officer;
   b. A person who was injured by and potentially exposed to rabies by such animal;
   c. A licensed physician who is currently treating a person who was injured by and potentially exposed to rabies by such animal; or
   d. Veterinarian who is currently treating an animal that was injured by and potentially exposed to rabies by such animal.

B. *Duty to Report and Confine Suspected Rabid Animals*: It shall be unlawful for an owner or person having charge, custody or control and any animal, who learns or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies:
   1. To fail, refuse, or neglect to notify the Animal Control Agency at once;
   2. To fail to securely confine such animal as directed by the Animal Control Agency;
   3. To fail, refuse, or neglect to allow a licensed veterinarian to inspect or examine such animal for symptoms of rabies.

C. *Quarantine of Biting Animals; Suspected Rabies – Procedures*:
   1. An owner or custodian of any animal who learns of or observes such animal exhibiting rabies symptoms or observes the animal act in a manner that would lead a reasonable person to suspect the animal is infected with rabies, shall surrender the animal for quarantine to an animal shelter or licensed veterinarian.
   2. An owner or custodian of any animal that has bitten a human in which the skin was broken shall surrender such animal for quarantined confinement to an animal shelter or a licensed veterinarian.
   3. An owner or custodian of any animal which comes into contact with a known rabid or suspected rabid animal shall be quarantined in a place and manner, and for a period of time, designated by the Director of the Animal Control Agency.
   4. Quarantine period: Any animal quarantined for biting or under suspicion of rabies infection shall be confined and observed by a licensed veterinarian for a period of no less than ten (days) and not more than fifteen (15) days from the date the bite was inflicted.
   5. Alternative quarantine procedure: At the discretion of the Director of the Animal Control Agency the quarantine of an animal may be conducted at a licensed boarding kennel or upon the premises of the owner or custodian of the animal. During the period of quarantine, the animal must be securely confined and isolated from contact with humans and other animals. Within forty-eight (48) hours of the conclusion of the quarantine period, and at the owner's or custodian's expense, shall have the animal examined by a licensed veterinarian, the Animal Control Agency, or a Animal Control Officer to determine whether the animal exhibits any

symptoms of rabies or has died. In the case of a veterinary examination, the owner or custodian shall submit a true and accurate copy of the veterinarian's examination record to the Animal Control Agency. If the animal dies while in alternative quarantine, the animal's owner or custodian shall immediately notify the Animal Control Agency and surrender the carcass for testing if requested by the animal control agency.

6. Surrender for Destruction of rabid animals: The owner or custodian of an animal that is determined to be rabid shall surrender the infected animal to the Animal Control Agency, if not already in the Animal Control Agency.
7. Impoundment; Fees and Costs; and Disposal of Quarantined Animal: Any animal exhibiting rabies symptoms may be impounded for quarantine, and the animal's owner shall be liable for all related fees and costs as set forth in this chapter. Impounded animals for quarantine are subject to disposal by the Animal Control Agency as set forth in this chapter.

D. *Contagious Diseased Animals At Large*: It shall be unlawful for any person to permit or allow any animal with a contagious or infectious disease to run at large upon the public streets, or to be within and upon any public transportation facility, or any other public building or place within the City, or to expose such animal in any public building or place, whereby the health, safety and wellbeing of the public, or any member or members thereof, may be affected; nor shall such animal be shipped or removed from the premises of the owner of such animal, except under the supervision of the Animal Shelter Director

10-3-13: - ANIMALS PRESENTING AN IMMEDIATE DANGER:

A. If an animal presents an immediate danger to the health and safety of a person, or the animal is threatening or harming a person, the animal may be restrained by whatever humane means necessary and even destroyed if absolutely necessary to prevent further injury to the victim. Alternatively, the officer or animal control agency may, if practical apprehend the animal and impound it.
B. Any owner of an animal presenting an immediate danger, as described above, shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

10-3-14: - DIRECTING A DOG TO HARASS OR ATTACK:

A. It shall be unlawful for the owner of any animal to direct, encourage, cause, allow, or otherwise aid or assist a dog to threaten, charge, bite, harass, menace, or attack a person or other animal within the city. The aggressive animal may be seized and impounded. This section shall not apply to an attack by a dog under the control of a law enforcement officer or resultant from an attack upon an uninvited intruder who enters the owner's property with a criminal intent.
B. Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

Section 4: That the existing Section 15 of Chapter 3 of Title 10 Kuna City Code be repealed, and a new Section 15 of Chapter 3 of Title 10 Kuna City Code be enacted as follows:

10-3-15: - CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS:

A. An owner, or person in possession, of a dog that bites or attacks a domestic animal, or bites or attacks a human being without causing serious injury, is guilty of an infraction, and shall be punished by a fined of $150 upon conviction. Further, as consequence of the owner (or person in possession) pleading guilty or being found guilty of an infraction under this subsection, the dog which bit or attacked shall be deemed at-risk, and the provisions of Kuna City Code 10-3-27 applicable to keeping at-risk dogs shall apply to that dog.
    1. If, within twelve (12) months of a conviction under this section, a dog again attacks or bites a domestic animal, or attacks or bites a human being without causing serious injury, the owner, or person in possession, shall be guilty of misdemeanor and punishable as provided for in Kuna City Code § 1-4-1(B). Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of a misdemeanor under this subsection, the dog which bit or attacked shall be deemed dangerous, and the provisions of Kuna City Code 10-3-27 applicable to keeping dangerous dogs shall apply to that dog.

B. Any owner, or person in possession, of a dog that bites or attacks a human being and causes serious injury shall be guilty of a misdemeanor and punishable as provided for in Kuna City Code § 1-4-1(B). Further, as a consequence of the owner (or person in possession) pleading guilty or being found guilty of a misdemeanor under this subsection, the dog which bit or attacked shall be deemed dangerous, and the provisions of Kuna City Code 10-3-27 applicable to keeping dangerous dogs shall apply to that dog.

Section 5: That sections 16, 21, 22, 23, 24 and 25 of Chapter 3 of Title 10 Kuna City Code be and the same are hereby amended to read as follows:

10-3-16: - HABITUAL BARKING OR NOISEMAKING; NUISANCE:

A. *Prohibition*: It shall be unlawful for a person to fail to exercise proper care and control of their animal to prevent it from becoming a public nuisance, as the term public nuisance is defined in Chapter 1, Title 52, of the Idaho Code. A person shall be subject to criminal liability for allowing an animal to become a public nuisance when such person permits or allows an animal to:
    1. Bark, bay, cry, howl, or emit any excessive animal noise audible beyond the boundaries of the property on which the animal is situated for an extended period of time, day or night, thereby unreasonably disturbing another person. For purposes of this section “extended period of time” means either:
        a. Barking, baying, crying, howling, or other animal noise emitted by one or more animals incessantly for thirty (30) minutes, with no individual period of silence of more than one (1) minute during the thirty (30) minute period; or
        b. Barking, baying, crying, howling or other animal noise emitted by one or more animals intermittently for a total of sixty (60) minutes or more within a twenty-four (24) hour period.

B. *Exceptions*: This section shall not apply to animals that are being harassed or provoked by a person to cause such noise, that are maintained on land zoned for agricultural purposes,

are kept at a properly permitted animal shelter established for the care and placement of unwanted or stray animals, or a pare kept at a properly zoned commercial boarding kennel.

C. *Proof of excessive noise nuisance*: The owner or custodian of an animal may be charged with excessive animal noise nuisance when an Animal Control Officer:
    1. Receives signed complaints alleging an animal noise nuisance from at least two (2) unrelated adult witnesses residing in different residences;
    2. Receives a signed complaint alleging an animal noise nuisance from one adult witness who has an audio or video recording of the alleged violation;
    3. Receives a signed complaint alleging an animal noise nuisance from one (1) adult witness and the Animal Control Officer also personally observes noise emission consistent with the complainant's allegations, even if the noise emission witnessed by the officer is for less than the required amount of time under this ordinance; or
    4. Personally witnesses the excessive noise violation for the required period of time under this ordinance.

D. *Other Animal Nuisances*: An other animal nuisance may occur when:
    1. An animal threatens, or acts aggressively towards, passersby;
    2. An animal chases vehicles, individuals on bicycles, scooters or similar devices, or pedestrians;
    3. An animal attacks other animals;
    4. An animal trespasses upon public or private property in such a manner as to damage the property;
    5. An excessive amount of animal feces is permitted to accumulate in such a manner as to prevent a health risk to a person or which is of such quantity as to generate odors off the premises of the animal owner; or
    6. An owner fails to confine a female dog during estrus or proestrus in a building or secure enclosure in such manner that such female dog cannot come into contact with male dogs, except for planned breeding.

E. *Nuisance Feral Cat Prevention*: Any cat not spayed or neutered that is permitted to be out of doors not under the direct control of its owner is deemed a nuisance. The Animal Control Agency may seize any cat at large, and may spay or neuter such animal The Animal Control Agency may mark the cat as being spayed or neutered by marking the animal's ear, or through some other methodology. A cat that is seized pursuant this section, spayed or neutered, and marked as such, may be released by the Animal Control Agency to the location from which it was seized.

10-3-21: - ENFORCEMENT OFFICIAL; ANIMAL SHELTER:

A. *Animal Control Agency*:
    1. Appointment of Animal Control Agency: The city council is authorized to appoint an Animal Control Agency to enforce the provisions of this chapter.
    2. *Duty of Animal Control Agency, shelter and its officers or assigns*: The Animal Control Agency is authorized to enforce the provisions of this chapter and is designated as a peace officer for this purpose. The Animal Control Agency is authorized to make necessary animal seizures. The agency may remove and keep any animal in violation of the provisions of this chapter. The Animal Control Agency shall issue a notice of ordinance violation to enforce provisions of this

section. The notice of ordinance violation may be signed by any person witnessing a violation as well as the witnessing Animal Control Officer whose name shall be affixed on the notice of ordinance violation.

B. *Designation of animal control shelter*: The city council shall designate an official animal control shelter where animals found in violation of this chapter shall be taken.

10-3-22: - OBSTRUCTING ANIMAL CONTROL OFFICER:

A. No person shall obstruct, delay, hinder, or interfere with any person authorized by the city council to discharge their duties under this section. The following acts are considered obstructing or interfering with an Animal Control Officer duties:
    1. Removing an animal from the animal control shelter or from the custody of an Animal Control Officer without the authority of the Animal Control Officer.
    2. Removing an animal from the animal control shelter without paying the designated fees.
    3. Threatening or obstructing an Animal Control Officer acting in their official powers or duties.
    4. Committing an act that interferes with or obstructs an Animal Control Officer acting in the discharge of their duties.
    5. An Animal Control Officer in the course of their duties has an obligation to identify who they are to those requesting that information and provide a current work address and, if necessary, sign an acknowledgement of receipt of infraction or misdemeanor.
    6. It is unlawful to make a false or misleading statement or representation about animal ownership or custody to an Animal Control Officer, shelter or officer.
B. Any person violating this section shall be guilty of a misdemeanor punishable as provided for in Kuna City Code § 1-4-1(B).

10-3-23: - IMPOUNDING OF ANIMALS:

A. An Animal Control Officer may impound an animal if they have probable cause to believe a person has violated any provision of this chapter for which an animal may be impounded. The notice and terms of impoundment, redemption and disposal of such animal~~:~~ are set forth in this section.
B. *Record of impounding*: At time of animal impoundment the Animal Control Officer shall record the date of impounding, a description of the animal impounded, and an assessment of its identity if that can be determined.
C. *Identified animals*: Within twenty-four (24) hours after impoundment of an identified animal, the Animal Control Officer shall make a reasonable effort to notify the owner of the animal's impoundment.
D. *Redeeming animals*:
    1. Animals brought to the animal control shelter shall be provided humane treatment and sufficient food and water for their comfort, and held by the animal control shelter for a period of time, as determined by the impounding agency, unless they are subject to other provisions of this section.

2. This section does not apply to animals that are sick or injured to the extent that their impoundment will prolong their suffering and a better course of action would be to humanely euthanize the animal in the opinion of a licensed veterinarian.
3. The owner of any animal that is lawfully impounded shall be responsible for and pay all fees and expenses related to the impoundment whether or not the animal is later claimed.
4. The following protocol is required to reclaim an animal, unless otherwise noted:
    a. Execution of a sworn statement of ownership.
    b. Proof of current license (if required) in the circumstance the animal is untagged, or purchase of a license and tag.
    c. Payment of the impoundment fees.
    d. Payment of the boarding fee according to the boarding schedule.
    e. Payment of any veterinary and hospital expenses incurred during the animal's impoundment.

E. *Refusal to redeem impounded animal*; adoption; appeal: The animal may not be redeemed by the owner, if, in the judgment of a licensed veterinarian or an agent of the Animal Control Officer, an animal should not be returned to the owner for humane or public health reasons. The owner shall be provided written notice of this decision, and the owner shall be permitted to appeal this decision to the director as an affected person. After completion of an appeal, or after the time for filing an appeal has passed, the animal control agency may either: (1) find a responsible person to adopt the animal; or (2) euthanize the animal.

F. *Impoundment fee*: The animal control shelter shall charge a fee, set by resolution of the City Council of Kuna, Idaho, for receiving an animal into custody. This fee shall be paid at time of animal redemption and these fees shall be remitted to the City of Kuna, Idaho.

G. *Boarding fees*: The animal control shelter shall be entitled to charge a boarding fee for the keeping and selling of an animal and these fees shall be retained by the animal control shelter.

H. The charges associated with the keeping and selling of an animal shall be determined by the animal control shelter with city council consultation. The fees charged by the animal control shelter for boarding and keeping any animal shall be paid at time of animal redemption along with any veterinary and hospital expenses incurred during the animal's impoundment. The animal control shelter is obligated to keep a fee schedule for services rendered available for public inspection and advise the city council annually the fees it charges for its services.

10-3-24: - CITY IMMUNE FROM LIABILITY:

The city, the city's designee, the Animal Control Officer, the Animal Control Officer, and Animal Control Officer shall be immune from all civil liability for actions taken pursuant to this chapter, or for any failure to take action to enforce the provisions of this chapter. This chapter has been enacted for the welfare of the public as a whole.

10-3-25: - HABITUAL VIOLATOR:

A. *Notice of Abatement*; appeal: In addition to any legal remedy available under the provisions of this chapter, the animal control agency may notify and direct, in writing, an owner who is guilty of three (3) convictions of a violation of this chapter in any twelve-month period

to abate and remove the animal(s) causing the violations from the city within five (5) calendar days from the date of the notice; or, in the alternative, to abate and transfer ownership and possession of the animal to another person not living at the same place of residence. Such notice to abate shall provide notice that Notice of Abatement can be appealed as provided in Kuna City Code 10-3-28.

B. A person that receives a notice of abatement shall be permitted to appeal the order to the director as an affected person as provided in Kuna City Code 10-3-28.

C. *Failure to abate; impoundment of animal*: If the owner of the animal is found in violation of the abatement notice and has failed to timely appeal the notice or lost their appeal, the animal shall be removed and impounded by the Animal Control Officer, subject to all impoundment procedures; provided, however, the animal may not be returned to the same residence or property from where it formerly resided or was impounded. The owner of the animal shall be responsible for the fees incurred as a result of the seizure and impoundment of the animal.

Section 6: That the title and language in Section 26 of Chapter 3 of Title 10 Kuna City Code be repealed, and that the section be retitled, and new language inserted, as follows:

10-3-26: - RESPONSIBILITY FOR ANIMALS OWNED BY A MINOR:

Parental responsibility: In the event that the dog's owner is a minor, the parent or guardian shall be liable for all injuries, property damage, fines and impoundment fees caused or incurred by the animal.

Section 7: That Chapter 3 of Title 10 Kuna City Code is and the same is hereby amended by the addition thereto of new sections 27, 28, and 29 to read as follows.

10-3-27: - DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS:

A. *Purpose*.
   1. Dangerous and at-risk dogs found within the boundaries of the City of Kuna present a risk to the health, safety, and welfare of persons and other animals. The purpose of this section is to provide policies and procedures for the safe management of dangerous and at-risk dogs to promote the public health, safety, and welfare, while also promoting the humane and ethical treatment of animals.

B. *Procedure for Designating a Dog as Dangerous or At-Risk*.
   1. If an Animal Control Officer has probable cause to believe a dog is dangerous or at-risk, as those terms are defined in this Chapter, the officer shall have authority to designate the dog as dangerous or at-risk and shall serve a written Notice of Designation on the owner of the dog. An Animal Control Officer shall have authority to designate an animal regardless of whether or not an owner has been charged with a crime related to an animal attack. The Notice of Designation shall:
      a. Be personally served on the owner by an Animal Control Officer within five (5) business days of the events being reported to the Animal Control Agency that provide grounds for the designation as dangerous or at-risk;
      b. Identify whether the dog is being designated as dangerous or at-risk;

c. Identify the date on which the officer determined the dog to be dangerous or at-risk;
d. Provide a description of the factual circumstances and events that support the officer's decision to designate the dog as dangerous or at-risk;
e. Provide a clear description of the dog such that it can be identified;
f. Provide notice that the owner may petition the Animal Control Agency to review the officer's decision to designate the animal as dangerous or at-risk;
g. Provide notice that the officer's designation decision shall become final after ten (10) business days if the owner fails to petition the Animal Control Agency to review the Notice of Designation;
h. Provide notice that owners of a dog designated as at-risk or dangerous may either keep the dog in their possession and be subject to the restrictions of this section for the keeping of such dogs, or may voluntarily relinquish custody of a dog to the Animal Control Agency; and
i. Provide notice that the final disposition of a dog voluntarily relinquished to, or seized by, the Animal Control Agency pursuant to this section may be adoption or euthanasia, and this decision shall be in the sole discretion of the Animal Control Agency.

2. No dog may be designated as dangerous or at-risk when, at the time an injury or damage was sustained, the precipitating cause constituted justified provocation.
3. When an Animal Control Officer designates a dog as dangerous, the Animal Control Officer shall have authority to seize and impound such dog, and may in his discretion seize the dog if the Animal Control Officer determines that seizure is necessary to avoid a present or ongoing risk presented by the dog.
4. When an Animal Control Officer designates a dog as at-risk the Animal Control Officer shall have authority, but is not required, to seize and impound the dog. Where the officer chooses to leave the dog in the owner's custody and care, based upon the owner's express willingness to comply with requirements and restrictions for keeping such dogs, the officer shall provide notice to the owner of the requirements and restrictions for keeping at-risk dogs as provided in this section.
5. If an owner chooses to petition the Animal Control Agency to review the officer's designation decision, the owner shall be responsible for any fees associated with boarding and caring for the animal during the time the petition and any additional proceedings are pending, as well as any fees associated with processing and considering the petition.

C. Any owner that receives a Notice of Designation shall be permitted to appeal that designation as an affected person as provided in Kuna City Code § 10-3-28.
D. *Keeping Dangerous Dogs*: The owner of a dog designated as dangerous, or a new adoptive owner of a dog designated as dangerous prior to being adopted, shall be subject to the following restrictions for the keeping of such dog within the boundaries of the City of Kuna:
    1. The dog shall be licensed pursuant to the provisions of this Chapter.
    2. The owner shall be required to have a microchip implanted in the dog that allows for identification of the animal and the owner shall be required to report the microchip number to the Animal Control Agency.

3. The owner shall be required to procure and maintain liability insurance of not less than one hundred fifty thousand dollars ($150,000) in the case of a dog that is designated as dangerous based on an attack or injury inflicted on any person, or twenty thousand dollars ($20,000) in the case of a dog that is designated as dangerous based solely on attacks or injuries inflicted on animals but not people, that covers any damage or injury that may be caused by such dangerous dog; the City shall be named as an additional insured on this policy for the purpose that the City Clerk, or other licensing authority, will be notified by the insurance company if the policy is cancelled, terminated, or otherwise expires.
4. The dog shall be contained within an enclosure on the owner's property; this enclosure may be a fence, kennel, or other adequate means of containing the animal to the owner's property. The Animal Control Agency shall be permitted to inspect such enclosure, and if the enclosure is found to be defective or inadequate by the agency the owner shall not be permitted to keep the dog until the enclosure improved as requested by the Animal Control Agency. Failure to improve the enclosure shall result in the inability of the owner to keep the dangerous dog.
5. The owner shall be required to post signs on their property that announce to other persons that there is a dangerous dog on the property. Such signs must be placed at any potential entrance point to the yard or home (such as at gates, doors, and on the enclosure where the dog is kept), and must include words indicating the presence of a "vicious" or "dangerous" dog. A sign merely stating "Beware of Dog," without also identifying the dog to be "vicious," "dangerous," or some substantially similar word indicating the dog's propensity for aggression shall be insufficient.
6. In the event the owner takes the dog off their property, the dog shall be on a leash no greater than three (3) feet in length, and the dog shall also be required to wear a muzzle. The leash must be of adequate strength to restrain the dog, and the person holding the leash must be physically capable of restraining and controlling the dog; the dog must not be allowed to be off leash within the City limits of Kuna including any areas designated as off leash areas, the dog shall not be kept at dog care facilities where dogs are kept in group off leash housing. The owner or custodian of the dog shall ensure that the dog is not allowed to have physical contact with any other dog or person other than the keeper, custodian or immediate family of the owner when off the property of the owner.
7. The owner shall be required to spay or neuter the dog.
8. The owner shall be obligated to schedule and obtain annual inspections of the dog by the Animal Control Agency.

E. The owner of a dog designated as at-risk, or a new adoptive owner of a dog designated as at-risk prior to being adopted, shall be subject to the following restrictions for the keeping of such dog within the boundaries of the City of Kuna:
    1. The dog shall be licensed pursuant to the provisions of this chapter;
    2. The owner shall be required to have a microchip implanted in the dog that allows for identification of the animal and the owner shall be required to report the microchip number to the Animal Control Agency;
    3. The dog shall be contained within an enclosure on the owner's property; this enclosure may be a fence, kennel, or other adequate means of containing the animal to the owner's property. The Animal Control Agency shall be permitted to inspect

such enclosure, and if the enclosure is found to be defective or inadequate by the agency the owner shall not be permitted to keep the dog until the enclosure improved as requested by the Animal Control Agency. Therefore, the dog may be impounded until the enclosure is repaired or improved. Failure to improve the enclosure shall result in the inability of the owner to keep the at-risk or dangerous dog;

4. In the event the owner takes the dog off their property, the dog shall be on a leash no greater than six (6) feet in length. Further the leash must be of adequate strength to restrain the dog, and the person holding the leash must be physically capable of restraining and controlling the dog; the dog must not be allowed to be off leash within the City Limits of Kuna including any areas designated as off leash areas, the dog shall not be kept at dog care facilities where dogs are kept in group off leash housing. The owner or custodian of the dog shall ensure that the dog is not allowed to have physical contact with any other dog or person other than the keeper, custodian or immediate family of the owner when off the property of the owner.

F. In addition to any criminal penalties, failure to comply with any of the restrictions in section (D) or (E) above may result in the dog being immediately seized and impounded. An owner is permitted to redeem the animal from impound so long as the owner comes into compliance with the provisions of section (D) or (E), whichever is applicable, within ten (10) days of the dog being seized. If the owner fails to come into compliance with the provisions of the applicable section (D) or (E), the Animal Control Agency may place for adoption or euthanize the dog, provided the agency complies with the adoption or euthanasia guidelines provided for elsewhere in this Chapter.

G. *Transfer of At-Risk or Dangerous Dogs*: If an owner of an at-risk or dangerous dog transfers ownership of the dog to another person they shall be obligated to notify the new owner of the designation. Further, they shall be obligated to notify the City of the transfer of ownership of the animal, and provide to the Animal Control Agency the name, physical address, and telephone number of the new owner of the dog. The new owner shall be obligated to comply with the requirements set forth in this section for keeping at-risk or dangerous dogs.

H. *Disposition of Dogs Designated as Dangerous or At-risk*.

1. In the event a dog designated as dangerous again, while unprovoked, attacks a person, such dog shall be subject to immediate impounding by the Animal Control Agency and shall be humanely euthanized as expeditiously as reasonably possible. Such second attack need not cause serious injury for this provision to apply.
2. As proscribed elsewhere in this Chapter, dangerous or at-risk dogs may be impounded under various circumstances. Where such dogs are voluntarily relinquished by the owner, or where the owner cannot or will not redeem the dog from impound, the Animal Control Agency shall be permitted to place the dog for adoption if, in agency's judgment, the dog can be safely adopted to a new home. Where the agency concludes the dog cannot be safely adopted, the agency shall humanely euthanize such animal.
3. If the Animal Control Agency chooses to place for adoption a dog currently or previously designated as dangerous or at-risk to a new home, the Animal Control Agency shall provide written notice to the person(s) adopting the dog of its current or previous designation. Prior to approving the adoption, the agency shall obtain a

written signed waiver from the adopting person(s) indicating they are aware of the dog's designation, and will not hold the City liable for incidents that may arise related to the dog's behavior. Further, where the designation is currently in place and not expired or vacated, the Animal Control Agency shall notify the person(s) adopting the animal of the restrictions placed on an owner of such animal provided for in Kuna City Code § 10-3-27(D)(2)(a-g) Kuna City Code, and the owner shall be obligated to comply with these restrictions.

4. The Animal Control Agency, in its sole discretion, shall be authorized to deny a request to adopt a dangerous or at-risk dog. The Animal Control Agency shall be particularly sensitive to the potential risks associated with adopting the animal to a home with small children or other vulnerable individuals, and only approve such adoptions in rare circumstances. The agency's decision to deny an adoption request under this provision is not subject to appeal under Kuna City Code § 10-3-28, as the person denied the opportunity to adopt never possessed, nor had the right to possess, the animal at issue.
5. The Animal Control Agency shall keep records of dogs designated as dangerous or at-risk. The records kept shall at a minimum contain information identifying the dog (including name, breed, color and markings description, microchip number, and gender), the date of the Notice of Designation, and the name and contact information for the current owner of such dog.

I. *Expiration or cancellation of at-risk designation*.

1. The designation as an at-risk dog shall expire twenty-four (24) months after the Notice of Designation is served on the current or previous owner, provided the dog has not acted in a manner or committed an act during that twenty-four (24) month period that would constitute grounds to again designate the dog as dangerous or at-risk.
2. An owner of an at-risk dog may petition the Animal Control Agency earlier than twenty-four (24) months to cancel the designation as at-risk. The petition shall set out factual or legal circumstances that would warrant the cancellation of the designation. The agency receiving such a petition shall investigate the circumstances asserted by the owner, and provide a written decision to the owner either granting or denying the petition. An owner may file more than one petition under this provision, provided no owner shall bring more than one such petition during any twelve (12) month period of time. The owner bringing such petition shall be responsible for all fees and costs incurred by the City or Animal Control Agency in processing said petition.

J. The owner of a dog impounded under any provision of this section shall be liable to the Animal Control Agency for costs associated with boarding and caring for the animal until the animal redeemed from impound, adopted, or euthanized, except where the animal was voluntary relinquished to the Animal Control Agency.

K. An owner of a dog who violates any provision of section 10-3-27 Kuna City Code shall be guilty of a misdemeanor and shall be punishable as provided for in section 1-4-1(B) of the Kuna City Code.

10-3-28: - APPEAL PROCEDURE FOR AFFECTED PERSONS:

A. An affected person, as defined in this Chapter, shall have a right to appeal the enforcement decision that adversely impacted his or her rights to the director of the Animal Control Agency. These appeal procedures do not apply to the appeal of criminal charges that may be imposed under this section.
B. An appeal is commenced by filing a petition for review with the director. The director shall have authority to sustain or vacate the enforcement decision.
C. The petition for review must be received by the director within ten (10) business days of the affected person receiving notice of the enforcement decision, and shall briefly set forth the factual or legal basis for disputing the enforcement decision. Further, a copy of any written notice of the enforcement decision that may have been served upon the affected person shall be attached to the petition.
D. Upon receipt of the petition, the director shall schedule the matter for a hearing to be held no sooner than fourteen (14) days, nor longer than twenty (21) days from the date of receipt of the petition. The director may provide the petitioner notice of the hearing date in person or by sending the petitioner written notice via U.S. Mail of the scheduled hearing date. If the petitioner is unavailable for the scheduled date, the petitioner and director may continue the hearing to a mutually agreed upon date, provided the hearing may not be continued more than fourteen (14) days from the original hearing date.
E. The director, or the director's designee, shall act as a hearing officer at the scheduled hearing. The hearing may be held in person or conducted telephonically at the discretion of the director. At this hearing, the petitioner shall have the opportunity to present argument and evidence to the hearing officer to refute the enforcement decision. The agent who made the enforcement decision shall be permitted, but not required, to attend the hearing to offer argument or evidence in support of the enforcement decision. After considering the argument and evidence presented, the hearing officer shall enter a decision either sustaining or vacating the enforcement decision, and the hearing officer's decision must be supported by a preponderance of the evidence. This decision shall be written and sent to the petitioner via U.S. mail and postmarked no later than (7) days after the hearing.
F. Failure by a petitioner to attend the hearing shall constitute waiver of their argument or objection, and the enforcement decision shall be considered the final decision of the Animal Control Agency.
G. The Animal Control Agency is authorized to collect a reasonable fee to recover costs associated with holding the hearing and issuing the written decision contemplated in this section.

10-3-29: - PENALTIES:

Except where specifically provided otherwise within this Chapter, any person violating a provision of this Chapter shall be guilty of an infraction punishable as provided for in Kuna City Code § 1-4-1. A second violation of a provision of this Chapter within six (6) months from the date of the commission of the prior offense for which the person was charged shall constitute a misdemeanor and shall be punishable by a fine not exceeding one thousand dollars ($1,000.00).

Section 8: 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.

Section 9: 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 _____day of _____, 2020

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk