

**OFFICIALS**

Lee Young, Chairman  
Dana Hennis, Vice Chairman  
Tyson Garten, Commissioner  
Ginny Greger, Commissioner  
Jim Main, Commissioner



**CITY OF KUNA**  
Kuna City Hall Council Chambers, 751 W 4<sup>th</sup> Street, Kuna, Idaho 83634

**Planning & Zoning Commission Meeting**  
**AGENDA**  
**Tuesday May 10, 2022**

**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:**

**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, 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.*

- 1. Regular Planning and Zoning Commission Meeting Minutes Dated April 26, 2022
- 2. Findings of Fact & Conclusions of Law  
*None*

**3. PUBLIC HEARINGS: ALL OF THE ITEMS LISTED ARE ACTION ITEMS**

- A. Case Nos. 21-04-AN (Annexation), 21-03-ZC (Rezone), 21-01-PUD (Planned Unit Development), 21-03-S (Preliminary Plat), 21-04-SUP (Special Use Permit), 21-26-DR (Design Review) for Sabino’s Rocky Ridge Subdivision – Troy Behunin, Planner III

Providence Properties LLC requests Planned Unit Development approval for approximately 136.17 acres, with C-1 (Neighborhood Commercial), R-6 (Medium Density Residential) and R-8 (High Density Residential) zoning district classifications. The applicant requests Pre-Plat approval in order to subdivide the approximate 136.17 acres into 697 total lots (619 single family, 76 common, and 2 commercial). The subject site is located at 3250 W Hubbard Road (APNs: S1310314800, S1310346805, S1310427810, S1310449300); Section 10, Township 2 North, Range 1 West.

*Staff requests this item be tabled to a date certain of May 24, 2022 pending final review.*

- B. Case No. 22-02-SUP (Special Use Permit) 2997 N New Morning Avenue In-Home Daycare – Jessica Reid, Planner I

Lucie Ndayirorere requests Special Use Permit approval to operate an In-Home Daycare for up to six (6) children, from 6:30 AM – 7:00 PM, Monday through Friday.

**4. BUSINESS ITEMS:**

- A. Case No. 22-15-DR (Design Review) 679 S Best Business Avenue Metal Shell Modification – Jessica Reid, Planner I

MRS Properties, LLC, requests Design Review Modification approval to increase one (1) of the previously approved metal shells (18-11-DR & 18-28-DR), from 6,000 square feet to 9,000 square feet. The subject site is located in the southwest corner of 679 S Best Business Avenue (APN: R7880430102); Section 25, Township 2 North, Range 1 West.

**5. ADJOURNMENT:**

**OFFICIALS**

Lee Young, Chairman  
Dana Hennis, Vice Chairman  
Tyson Garten, Commissioner  
Ginny Greger, Commissioner  
Jim Main, Commissioner



**CITY OF KUNA**  
Kuna City Hall Council Chambers, 751 W 4<sup>th</sup> Street, Kuna, Idaho 83634

**Planning & Zoning Commission Meeting**  
**MINUTES**  
**Tuesday April 26, 2022**

**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:**

**COMMISSION MEMBERS PRESENT:**

*(Timestamp 00:00:29)*

Chairman Lee Young – Via Zoom but encountered technical difficulties and exited the meeting under staff direction.

*(Timestamp 00:01:30)*

Vice Chairman Dana Hennis – In Person  
Commissioner Tyson Garten – Absent  
Commissioner Ginny Greger – In Person  
Commissioner Jim Main – In Person

**CITY STAFF PRESENT:**

Andrea Nielsen, City Attorney – In Person  
Doug Hanson, Planning & Zoning Director – In Person  
Jessica Reid, Planner I – In Person

**2. CONSENT AGENDA: ALL OF THE ITEMS LISTED ARE ACTION ITEMS**

*(Timestamp 00:01:58)*

1. Regular Planning and Zoning Commission Meeting Minutes Dated April 12, 2022
2. Findings of Fact & Conclusions of Law
  - A. Case Nos. 20-01-PUD (Planned Unit Development), 20-06-ZC (Rezone), 20-08-S (Preliminary Plat), 22-01-V (Variance), 20-05-SUP (Special Use Permit) & 20-22-DR (Design Review) for Merlin Cottages Subdivision
  - B. 2022 Comprehensive Plan Amendment (Maps) & Area of City Impact (ACI) Boundary Adjustment
  - C. Case No. 22-03-DR (Design Review) for Del Taco
  - D. Case No. 22-06-DR (Design Review) for the Falcon Crest Pressurized Irrigation Pump House

*(Timestamp 00:02:09)*

**Motion To:** Approve Consent Agenda.  
**Motion By:** Commissioner Main  
**Motion Seconded:** Commissioner Greger  
**Further Discussion:** None  
**Voting No:** None

**Absent:** 2

**Motion Passed:** 3-2-0

**3. PUBLIC HEARINGS: ALL OF THE ITEMS LISTED ARE ACTION ITEMS**

*(Timestamp 00:02:26)*

**A.** *Tabled from March 22, 2022* Case Nos. 21-08-AN (Annexation), 21-02-CPM (Comprehensive Plan Map Amendment), 21-06-S (Preliminary Plat) & 21-17-DR (Design Review) for Rising Sun West Subdivision

*(Timestamp 00:02:58)*

**Motion To:** Table Case Nos. 21-08-AN (Annexation), 21-02-CPM (Comprehensive Plan Map Amendment), 21-06-S (Preliminary Plat) & 21-17-DR (Design Review) for Rising Sun West Subdivision to a date uncertain.

**Motion By:** Commissioner Main

**Motion Seconded:** Commissioner Greger

**Further Discussion:** None

**Voting No:** None

**Absent:** 2

**Motion Passed:** 3-2-0

**BUSINESS ITEMS:**

*None*

**4. ADJOURNMENT:**

*(Timestamp 00:03:45)*

**Motion To:** Adjourn.

**Motion By:** Commissioner Main

**Motion Seconded:** Commissioner Greger

**Further Discussion:** None

**Voting No:** None

**Absent:** 2

**Motion Passed:** 3-2-0

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Dana Hennis, Vice Chairman  
Kuna Planning and Zoning Commission

ATTEST:

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Doug Hanson, Planning and Zoning Director  
Kuna Planning and Zoning Department

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF ) **Case No. 22-02-SUP (Special Use Permit)**  
 )  
**LUCIE NDAYIRORERE** )  
 ) **STAFF REPORT FOR THE 2997 N**  
 For a Special Use Permit for an In-Home ) **NEW MORNING IN-HOME**  
 Daycare at 2997 N New Morning Avenue ) **DAYCARE APPLICATION.**

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9. Commission’s Recommendation



**I  
EXHIBIT LIST**

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

**1.1 Exhibits:**

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
<b>1</b>	Staff Report			X
<b>2</b>	In-Home Child Care Application			X
<b>3</b>	Narrative			X
<b>4</b>	Vicinity Map			X
<b>5</b>	Aerial Map			X

6	Deed			X
7	Site Plan			X
8	CPR & First Aid Certification			X
9	Sick Child Policy			X
10	Discipline Policy			X
11	Evacuation Plan			X
12	Neighborhood Meeting Certification			X
13	Commitment to Property Posting			X
14	Proof of Beginning State License			X
15	Agency Transmittal			X
16	KMN Legal Publication Proof			X
17	300-ft Legal Mailer			X
18	KMN Affidavit of Publication			X
19	Proof of Property Posting			X
20	Kuna Rural Fire District Daycare Fire Safety Inspection – Passed 04.05			X
21	Central District Health Child Care Health & Safety Inspection – Passed 04.20			X
22	Public Works			X

## II PROCESS AND NOTICING

- 2.1** In accordance with Kuna City Code (KCC) 5-3-2: Zoning District Regulations, and 5-6: Special Uses, operating an In-home Daycare requires a Special Use Permit. In addition, it states Special Use Permits are designated as Public Hearings, with the Planning and Zoning Commission as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in Idaho Code Chapter 65, Local Land Use Planning Act.
- 2.2** In accordance with KCC 5-3-6, the Applicant seeks approval of a Special Use Permit (SUP) for an In-Home Daycare at the subject site which allows for no more than twelve (12) children at any one time, on a regularly scheduled basis; staff notes the total number of children permitted will be determined upon inspection performed by the Fire Marshall. SUP applications require a Public Hearing be held in front of the Planning and Zoning Commission with formal notification and site posting required.

### **2.2.1 Notifications**

- 2.2.1.1** Neighborhood Meeting: April 02, 2022
- 2.2.1.2** Agency Transmittal: April 13, 2022
- 2.2.1.3** Kuna Melba News Newspaper: April 14, 2022
- 2.2.1.4** 300 FT Property Owners Notice: April 28, 2022
- 2.2.1.5** Site Posted: April 29, 2022

**III  
APPLICANTS REQUEST**

- 3.1** Lucie Ndayirorere requests Special Use Permit approval to operate an In-Home Daycare for up to six (6) children from 6:30 AM – 7:00 PM, Monday through Friday, at 2997 N New Morning Avenue.

**IV  
GENERAL PROJECT FACTS**

**4.1 Site History**

- 4.1.1** The property is currently zoned R-6 (Medium Density Residential), the existing dwelling has been used as a single-family residence since its construction.

**4.2 Surrounding Land Uses**

<b>North</b>	R-8	Medium Density Residential – Kuna City
<b>South</b>	R-8	Medium Density Residential – Kuna City
<b>East</b>	R-8	Medium Density Residential – Kuna City
<b>West</b>	RR	Rural Residential – Ada County

**4.5 Parcel Sizes, Current Zoning and Parcel Numbers**

- 4.5.1** Approximately 0.177 acres  
**4.5.2** R-8 (Medium Density Residential)  
**4.5.3** R5186220400

**4.6 Services**

Sanitary Sewer – City of Kuna  
Potable Water – City of Kuna  
Fire Protection – Kuna Rural Fire District  
Police Protection – Kuna Police (Ada County Sheriff’s Office)  
Sanitation Services – J&M Sanitation

**4.7 Existing Structures, Vegetation, and Natural Features**

- 4.7.1** A two-story single-family residence, estimated to be approximately 2,762 SF per the Ada County Assessor, as well as a patio and fenced back yard. On-site landscaping is consistent with that of a residential use.

**4.8 Environmental Issues**

- 4.8.1** Apart from being within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

**4.9 Comprehensive Plan Future Land Use Map**

- 4.9.1** The Future Land Use Map (FLUM) identifies the subject site as Medium Density Residential; the subject site is currently zoned R-8 (Medium Density Residential) and is consistent with the FLUM.

**V**  
**TRANSPORTATION AND CONNECTIVITY**

- 5.1** The subject site is approximately 1-mile East of the N Meridian Road and W Hubbard Road intersection, within Ledgestone Subdivision No. 1, near the southeast corner of the W Hubbard Road and S Stroebel Road intersection.

**VI**  
**STAFF ANALYSIS**

- 6.1** In order to operate an In-Home Childcare Facility, a Special Use Permit (SUP) is required per Kuna City Code (KCC) 5-3-1: Zoning Districts and Definitions. In-home Childcare allows for up to six (6) children to be cared for throughout the day, with the appropriate staff to child ratio according to Idaho Code §39-1109(4)(a) & (b). The Childcare Facility proposes to operate Monday through Friday, from 6:30 AM to 7:00 PM. The Applicant was previously licensed to operate an In-Home Daycare in the City of Boise and is now transferring their business to their new home in Kuna.

The subject site contains a single-family home with a fully fenced back yard with patio; landscaping at this newly constructed home was recently completed. A covered porch at the entry is accessed via a walkway from the driveway. This driveway provides at least two (2) parking spaces for child drop-off/pick-up. Childcare facilities require a minimum of 40 Square Feet of useable indoor space per child, and 80 Square Feet of useable outdoor space per child. In addition, only the main floor may be used for childcare, the second floor is not permitted. The Applicant will be required to comply with Idaho Code §39-1109.

Kuna Public Works, in Exhibit 2.22, states they can support approval for this Special Use Permit request.

Upon complete review, staff has no concerns and has determined this application complies with Title 5 of Kuna City Code; Comprehensive Plan Future Land Use Map; and Idaho Code. Staff would recommend the Planning and Zoning Commission Approve Case No. 22-02-SUP, with the Applicant subject to the recommended Conditions of Approval listed in Section X (10) of this report.

**6.2** **Applicable Standards**

- 6.2.1** City of Kuna Zoning Ordinance, Title 5
- 6.2.2** City of Kuna Comprehensive Plan FLUM
- 6.2.3** Idaho Code, Title 67, Chapter 65 – Local Land Use Planning Act
- 6.2.5** Idaho Code, Title 39, Chapter 11 – Health and Safety

**VII**  
**PROPOSED FINDINGS OF FACT**

Based upon the record contained in Case No. 22-02-SUP (Special Use Permit), including the Comprehensive Plan, Kuna City Code, Staff’s Memorandums, the exhibits, and the testimony during the Public Hearing; the Kuna Planning and Zoning Commission hereby ***Approves/Conditionally Approves/Denies*** the Findings of Fact and Conclusions of Law, and Conditions of Approval for ccc

*If the Planning and Zoning Commission 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 No. 22-02-SUP, this proposal *does/does* not generally comply with Kuna 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 Based on the evidence contained in Case No. 22-02-SUP, 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 R-8 (Medium Density Residential); the subject site is currently zoned as such.*

- 7.3 The In-Home Daycare *does/does not* constitute a special use as established in the Official Schedule of District Regulations for the zoning district involved.

*Staff Finding: According to the KCC 5-3-2, an In-home Daycare requires a Special Use Permit for all permitted zoning districts.*

- 7.4 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: A Neighborhood Meeting was held on April 02, 2022; there were no attendees. A Legal Notice was published in the Kuna Melba News Newspaper on April 14, 2022 as well as a Legal Notice being mailed to residents within 300 feet, on April 28, 2022. The Applicant posted a sign on the property on April 29, 2022 and a Proof of Property Posting form was submitted to staff May 03, 2022.*

## VIII PROPOSED COMPREHENSIVE PLAN ANALYSIS

The Kuna Planning and Zoning Commission may *accept/reject* the Comprehensive Plan components, and shall determine if the proposed Special Use Permit 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.

8.1.1 Goal 1.C: Attract and encourage new and existing businesses.

8.1.1.1 Objective 1.C.2: Create an environment that is friendly to business creation, expansion and relocation.

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

8.2.1.1 Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.

8.2.1.1.1 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.

**IX**  
**COMMISSIONS ORDER OF DECISION**

*Note: The motion is for the Approval, Conditional Approval, or Denial of the Special Use Permit application. However, if the planning and Zoning Commission wishes to Approve/Deny specific parts of the 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 Planning and Zoning Commission of Kuna, Idaho, hereby **Approves/Conditionally Approves/Denies** Case No. 22-02-SUP, a request from Lucie Ndayirorere to operate an In-Home Daycare for up to six (6) children from 6:30 AM – 7:00 PM, Monday through Friday, at 2997 N New Morning Avenue, subject to the following Conditions of Approval:

- 9.1** As requested by the Applicant, the In-Home Daycare shall be permitted to operate between the hours of 6:30 AM to 7:00 PM, Monday through Friday.
- 9.2** Applicant shall provide care the number of children determined appropriate after Fire Marshall inspection, as based upon the staff to child ratio provided in Idaho Code §39-1109(4)(a), but no more than six (6) children total; the number of children determined will include proprietors' children.
- 9.3** The Applicant shall provide protection or supervision for less than 24-hours per day, per Kuna City Code (KCC) 5-1-6.
- 9.4** The Applicant shall not involve uses, activities, processes, materials, equipment or conditions of operation that will be detrimental to any persons, property or general welfare by reason of excessive production of traffic or noise per KCC 5-6-3:G.
- 9.5** Applicant shall provide off-street parking and/or off-street drop off/pick up area for all patrons.
- 9.6** Applicant shall maintain an approved fire extinguisher on site at all times.
- 9.7** Applicant shall install safety locks on doors and cabinets where chemicals are stored.
- 9.8** Applicant shall install safety devices on all electrical outlets accessible to children.
- 9.9** Applicant shall install a door chime on the front door to indicate opening.
- 9.10** Fire District and Central District Health Department inspections are required for final sign off; Applicant shall provide Kuna Planning and Zoning with copies of said inspections before applying for their Kuna City Home Occupation Business License.
- 9.11** In the event the uses or the building located on this parcel is enlarged, expanded upon or altered in anyway (even for temporary purposes), the Applicant and any future assigns having interest in the subject property, shall seek an amendment to the approvals of this Special Use Permit through the Kuna Planning and Zoning Department.
- 9.12** This Special Use Permit is valid only if the Conditions of Approval are adhered to continuously. In the event the conditions are not followed, the Special Use Permit approval may be revoked.
- 9.13** The Special Use Permit shall follow the proposed intent provided on the application and divest when the Applicant no longer operates an In-Home Daycare and/or no longer has any interest in

the property, or the business is discontinued for more than one (1) year. The Applicant is obligated to advise the city of any changes in ownership or leasing agreements which would affect business operation.

- 9.14** The Applicant shall acquire a Kuna Childcare Business License in accordance with KCC 3-10, through the Kuna City Clerk's office once all Conditions of the Special Use Permit are met, and shall maintain said license through the renewal process during the entirety of the time business is in operation.
- 9.15** The Special Use Permit is not transferable from one parcel to another.
- 9.16** The Applicant shall follow all staff and agency recommendations.
- 9.17** The Applicant shall comply with all local, state and federal laws.
- 9.18** The Applicant shall provide the City with a copy of the Childcare License issued by the State of Idaho Health and Welfare Department within 30 days after approval and signing of the City's Findings of Fact and Conclusions of Law for the Special Use Permit or the approvals may be revoked.
- 9.19** The Applicant shall provide a copy of all subsequent license renewals, Central District Health Department and Fire inspections to the Kuna Planning and Zoning Department.

**DATED** this 10<sup>th</sup> day of May, 2022.



# Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://www.KunaCity.ID.gov)



**\*\*Office Use Only\*\***

File No.(s): 22-02-SUP  
Project Name: 2997 N New Morning Ave In-Home Daycare  
Date Received: 4-4-2022  
Date Accepted as Complete: 04.13.2022

Type of review requested (check all that apply):

<input type="checkbox"/>	Annexation & Zoning	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input checked="" type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

**Owner of Record**

Name: Lucie Ndayirore  
Address: 2997 N New Morning AV Kuna ID 83634  
Phone: 208-781-9297 Email: nibijem2006@gmail.com

**Applicant (Developer) Information**

Name: same  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Engineer/Representative Information**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Subject Property Information**

Site Address: 2997 N New Morning Ave  
Nearest Major Cross Streets: Stroebel & Rio Villegas

Parcel No.(s): R5186220400

Section, Township, Range: 2N1E18

Property Size: 0.177

Current Land Use: Residential Proposed Land Use: Same

Current Zoning: R-8 Proposed Zoning: same

**Project Description**

Project Name: In-home daycaue

General Description of Project: 6 children

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: \_\_\_\_\_ 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: 4/02/22

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

**Upon completion of this form, please email to [pzapplications@kunaaid.gov](mailto:pzapplications@kunaaid.gov). A link will be provided to you for application attachments to be uploaded to the cloud.**



Rec. 4.4.2022

# In-Home/Child Care Facility Special Use Permit Application



PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://www.KunaCity.ID.gov)

**FEE: \$330.00 – In-Home/Group Care; \$800.00 -Center**

**Kuna City Code (KCC) 5-1-6** defines Child Care Facilities as: Any home, structure, or place where nonmedical care, protection or supervision is regularly provided to children under twelve (12) years of age, for periods less than twenty-four (24) hours per day, while the parents or guardians are not on the premises. Any facility providing child care is required to have a Special Use Permit and a State of Idaho basic day care license. There are three (3) types of facilities:

- (A) Home Child Care:** A child care facility which provides care for six (6) or fewer children throughout the day.
- (B) Group Child Care:** A child care facility which provides care for seven (7) to twelve (12) children throughout the day.
- C. Child Care Center:** A child care facility which provides care for more than thirteen (13) children throughout the day. It should be noted that, in determining the type of child care facility that is being operated, the total number of children cared for during the day and not the number of children at the facility at any one time, is determinative. (*NOTE: Child Care Centers are subject to the Design Review process*).

**It should be noted that in determining the type of Child Care Facility that is being operated, the total number of children cared for during the day and not the number of children at the facility at any one time is determinative.**

**KCC 5-6-4 Supplementary Conditions and Safeguards:**

In granting any Special Use, the Planning and Zoning Commission may prescribe appropriate conditions, bonds and safeguards in conformity with this title. Violations of such conditions, bonds or safeguards, when made a part of the terms under which the Special Use is granted, shall be deemed a violation of this title.

**KCC 5-6-5 Procedure for Hearing Notice:**

Prior to granting a Special Use Permit, at least one (1) Public Hearing in which interested persons shall have an opportunity to be heard shall be held. At least fifteen (15) days prior to the hearing, notice of time and place and a summary of the proposal shall be published in the official newspaper of general circulation within the jurisdiction. Notice may also be made available to other newspapers, radio and television stations serving the jurisdiction for use as a public service announcement. Notice shall also be provided to property owners and residents within three hundred (300) feet of the external boundaries of the land being considered, and any additional area that may be substantially impacted by the proposed Special Use as determined by the Commission. When notice is required to two hundred (200) or more property owners or residents, in lieu of mailing notice, two (2) additional hearing notices shall be provided.

**KCC 5-1A-8 Sign Posting Procedures:**

**A:1: Posting of a hearing notice on property:** Not less than ten (10) days prior to the hearing, the applicant shall post a copy of said notice of hearing of the application on the property under consideration; except as noted herein, posting of the property must be in substantial compliance.

**KCC 5-6-6 Action by Commission:**

Withing thirty (30) days after the Public Hearing, the Planning and Zoning Commission shall either Approve; Conditionally Approve; or Deny the application as presented. If the application is Approved or Approved with modifications, the Commission shall direct the Planning and Zoning Director to issue a Special Use Permit, listing the specific conditions specified by the Commission for approval.

### Application Submittal Requirements

(This application will not be accepted unless the following items are submitted in full.)

**Application shall contain one (1) copy of the following (digital documents preferred):**

- ✓ Complete Special Use Permit application form. (It is the applicant's responsibility to use the most current application.)
- ✓ Detailed letter of explanation, describing the project, reasons for wishing to open a daycare, any training and/or certifications you may have, etc.
- ✓ One (1) Vicinity Map: 8.5" x 11" at a 1" = 300' scale (or similar). Label the location of the property and adjacent streets.
- ✓ One (1) Aerial Photo: 8.5" x 11" depicting proposed site, street names, and surrounding parcels within five-hundred (500) feet. (The purpose of the aerial map is to view the site for existing features and adjacent sites.)
- ✓ Copy of Deed; **and**, if the applicant is not the owner, an *original* Affidavit of Legal Interest from the owner (and ALL interested parties) stating the applicant is authorized to submit the application.
- ✓ Provide proof that you have begun the daycare license application process with Idaho Health & Welfare.
  - Detailed Site Plan 8.5" x 11" or larger:
    - Size of Parcel (acres or square feet)
    - Indicate existing structures (i.e. home, buildings, storage sheds, etc.)
      - Indicate existing and proposed uses (i.e. play areas, kitchen, etc.)
    - Indicate existing and proposed lighting
    - Indicate existing and proposed landscaping
    - Indicate sidewalks, fencing (include type, height, gates), retaining walls or berms. (NOTE: All gates are required to be locked during business hours.)
    - Indicate off-street child drop-off/pick-up location and circulation, driveway location, and garage door width(s)
    - Existing and proposed landscaping
    - Dimensions of useable outdoor and indoor play areas
  - ✓ Copy of CPR & First Aid training Certification for applicant & all employees
  - ✓ Sick Child Plan/Policy
  - ✓ Emergency Evacuation Plan and diagram
  - ✓ Neighborhood Meeting Certification
  - ✓ Commitment of Property Posting form signed by the Applicant/Agent

**Indicate type of Child Care Facility which you are applying for:**

- Child Care In-Home (0 – 6 Children)
- Group Child Care In-Home (7 – 12 Children)
- Child Care Center (13 or more Children)

### Applicant Information

Name: Lucie Ndayirore

Address: 2997 N New Morning Ave

Phone: 208 781 9297 Email: nibifem2006@gmail.com

**Owner Information**

*If same as above, skip this section.*

Name: Lucie Ndayirore

Address: 2997 N New Morning Ave

Phone: 208 781 9297 Email: nibijem2006@gmail.com

**Representative**

*If same as Applicant, skip this section.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Subject Property Information**

Site Address: 2997 N New Morning Ave

Nearest Cross Streets: Straubel + Rio Villegas

Parcel #(s): R5186220400

Current Zoning: R-8

Gross Square Footage: 1st floor:

Livable Square Footage (not for Child Care use): 1,207.2 SF

Is this address your principal residence?  YES  NO  
*(KCC 5-5-4:3b requires that a person(s) must reside within the premises in order to be considered an In-Home child care facility.)*

Will you be hiring and employees who will NOT reside on the premises? YES   NO  
If Yes, how many? \_\_\_\_\_

Are there smoke detectors in every living area, except the bedrooms and bathrooms?  YES  NO

Are locks installed on all doors to the outside?  YES  NO

Are door chimes installed on the front door to indicate any opening?  YES  NO

Is a fire extinguisher installed in the kitchen?  YES  NO

Is the child care facility located on an Arterial or Collector street? YES  NO   
*If Yes, there must be an on-site pick-up area designed to prevent vehicles from backing into the roadway; include a diagram.*

Are there any indoor and/or outdoor pools? YES   NO  
*If Yes, what measures have been taken to protect children from the pool area? Attach plan to your application.*

**Additional Information**

Days and hours of operation – Provide the hours of operation for each day you will be open.

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours	12	12	12	12	12	0	0

*(24-hour childcare facilities are not permitted per Kuna City Code 5-1-6-2.)*

Do you have an Emergency Evacuation Plan?  YES  NO

*An Emergency Evacuation Plan is required, attach plan to application.*

Do you have a “Sick Child” Plan/Policy?  YES  NO

*A “Sick Child” Plan/Policy is required, please attach plan to application.*

Are there stairs inside/outside of your site? YES  NO

*If Yes, is a barrier/gate installed? YES  NO*

Are electrical outlets covered with safety devices?  YES  NO

**Standard Conditions for In-Home & Group Child Care Only**

*The following conditions must be met as a minimum, additional conditions may be required by Staff, Kuna Rural Fire District, Central District Health or the Planning and Zoning Commission.*

- Site shall meet International Fire Code (IFC). (NOTE: If you are uncertain about a particular code and its utilization, it is the Applicant's responsibility to seek that knowledge.)
- Site shall maintain fire safety standards and Kuna City Code (KCC) standards.
- Smoke detectors shall be installed on ceilings of each story of site; in front of doors; to stairways; and separated by a maximum of 30-feet in corridors or at other distances required by IFC.
- Flame source utilities shall not be accessible to children.
- A carbon monoxide detector shall be located within proximity of the flame source and shall remain operable at all times.
- Storage areas shall be inaccessible to children and free of excessive combustibles or highly flammable materials.
- At least two (2) unblocked, outside exits that remain unimpeded at all times shall be provided. Exits shall be marked appropriately; staff and parents shall be advised where these exits are located.
- Shall provide corridors, stairs and entryways/exits that are a minimum of 36” wide.
- Shall provide gates at stairs so children cannot access them.
- Bathroom and closet doors shall be designed as to be unlocked from the outside.
- Site address shall be numbered; illuminated; mounted on the street frontage side; and be readily visible from the street.
- A flashlight and other emergency supplies shall be provided on-site in anticipation of a power outage; supplies shall be readily accessible and maintained in good/working order.
- All dishes; utensils; serving items; storage areas; and equipment shall be properly cleaned, rinsed, sanitized and air dried.
- All food preparation; serving items; storage areas; equipment; and utensils shall be kept in good repair and kept out of reach of children.

- All perishable foods shall be stored in a covered container, in an operating refrigerator, at a maximum of 40 degrees.
- All deep freezers or other refrigeration type units shall not be able to be opened from the outside and shall be locked or stored in a locked room.
- Home-canned foods shall not be served to children.
- A minimum of 40-square feet of habitable indoor dwelling area shall be provided for each child; city staff shall review and determine which areas of the building are considered habitable.
- A minimum of 80-square feet of outdoor play space shall be provided for each child; city staff shall review and determine which areas meet this requirement.
- All cleaning agents and other poisonous substances that pose a danger to children, shall be kept in locked storage or preferably removed from premises.
- Storage of chemicals underneath/over/near a sink shall be avoided as many chemicals are affected by moisture and may become hazardous through chemical change.
- Child care rooms shall be kept clean and dry.
- All floors, walls, ceilings, and furniture shall be kept in good repair.
- All floors shall be swept and mopped daily with a sanitizing solution.
- Carpeted areas shall be vacuumed daily.
- Facility shall be free of exposed, lead-based paint surfaces that are chipped, flaking or peeling. If the residence has lead-based paint, the applicant shall advise city staff of this fact.
- A telephone shall be maintained onsite at all times and remain in operable condition.
- Emergency contact information including Fire, Rescue, Police (or 911 or local equivalent), Poison Control Center, as well as the City of Kuna Planning and Zoning Department (208-922-5274) shall be displayed in a prominent location.
- All play materials; equipment; furnishings; and toys shall be kept in good repair; sturdy; stable; free of hazards and shall not possess any sharp edges/surfaces; lead-based paint; protrusions; and pinch or crush points.
- Outdoor play areas shall be fenced with safe, sight obstructing, sturdy fencing and shall not possess any sharp or jagged edges/surfaces. Fence shall be constructed of approved building materials to a minimum of five (5) feet but not to exceed six (6) feet; fence shall include a minimum of two (2) operating exits; and fences shall not have openings exceeding 1 ¾" in width.
- Children shall not be permitted to play on outdoor equipment that is hot to the touch; stationary outdoor equipment greater than eighteen (18) inches shall be installed over a protective service; play equipment shall be placed at least six (6) feet away from buildings, fences and trees; swing sets shall be made of plastic, soft, or flexible materials; and outdoor play areas shall adjoin or be safely accessible to indoor areas.
- All upright angles shall be greater than 55 degrees as to prevent child entrapment or entanglement.
- All doors opening to the outside shall be self-closing (except for sliding glass doors), and all ventilating windows shall have locking screens.
- All heating, ventilating and lighting facilities shall meet KCC/International Building Code (IBC)/IFC.
- All child accessible electrical outlets shall be covered with safety caps and have ground fault interrupters or have safety outlets installed that meet KCC/IBC/IFC.
- All refuse shall be collected, stored and disposed of in appropriate containers that do not attract rodents/insects; containers shall be placed in a City approved location; and refuse shall be collected with a minimum weekly solid waste pickup or disposal service.
- Site grounds shall be kept neat and clean and free from rodents; hazards; and other perils.
- Smoking shall be prohibited in all areas of the facility during its hours of operation.

- Any ill children shall be excluded from the general population and sent home as soon as possible in order to minimize exposure to other children. Any health-related concerns (i.e. COVID-19, Hand/Foot/Mouth, etc.) shall be reported to Idaho Health and Welfare.
- All sleeping areas, play areas, and fixtures shall be maintained in sanitary condition. Children shall not share bedding and all bedding shall be washed at least once a week or after soiling.
- Exterior balconies, porches and stairs shall be of stable construction and any space under porches shall be closed off in such a manner as to guard against children's curiosity.
- Vertical offsets such as outside basement window wells, stairways or retaining walls shall have guardrails or approved screening.
- Wells, tool sheds, and other hazards shall be fenced or closed off.
- Areas inhabited by children shall be kept free of animal waste and debris and any poisonous plants, berries or mushrooms shall be removed.
- Sandbox or sand play areas shall be completely covered when not in use.
- Outdoor water features, including but not limited to pools, spas, ponds, fountains, and cisterns, shall not be accessible to children.
- Child care facilities shall not be permitted next to an open body of water without City approved fencing.
- The child care owner/operator shall ensure that firearms, other types of weapons, weapon accessories and ammunition are kept in locked storage. Firearms shall be kept unloaded at all times and ammunition shall be stored separately from the firearm(s). Parents and Guardians shall be notified of weapons kept on premises and advised of how they are secured.
- All child care facilities are required to be inspected by the Central District Health Department for compliance with Idaho Code §39-1110. The child care owner/operator shall practice acceptable public health practices in order to curtail the spread of communicable diseases and maintain sanitary conditions.

I, Lucie Ndayirore, understand and agree to the above listed Standard Conditions and am aware that additional conditions of approval may be required.

Applicant Signature:  Signature 4/02/22 Date

I am interested in establishing a small in-home daycare within my home located at 2997 N New Morning Avenue in Kuna, where I will serve no more than six (6) children at any time.

Although I will determine my own program services, hours fees, etc., most programs operate weekdays from 6:30 AM to 7:00 PM. Since parents work schedules differ, children typically arrive over a period of two or more hours in the morning and leave during a similar period in the afternoon. This reduces the number of vehicles likely to stop at the home one time, as do siblings arriving together. Parents are encouraged to escort children safely to and from cars to the home.

While children are in my care, I will be responsible for their supervision at all times, including indoor activities, outdoor play, and on walks or vehicle trips away from the home. I anticipate outdoor play time to be limited to one hour after 9:00 AM and one hour after 1:00 PM, and noise will be kept below maximum stipulated by Kuna Officials.

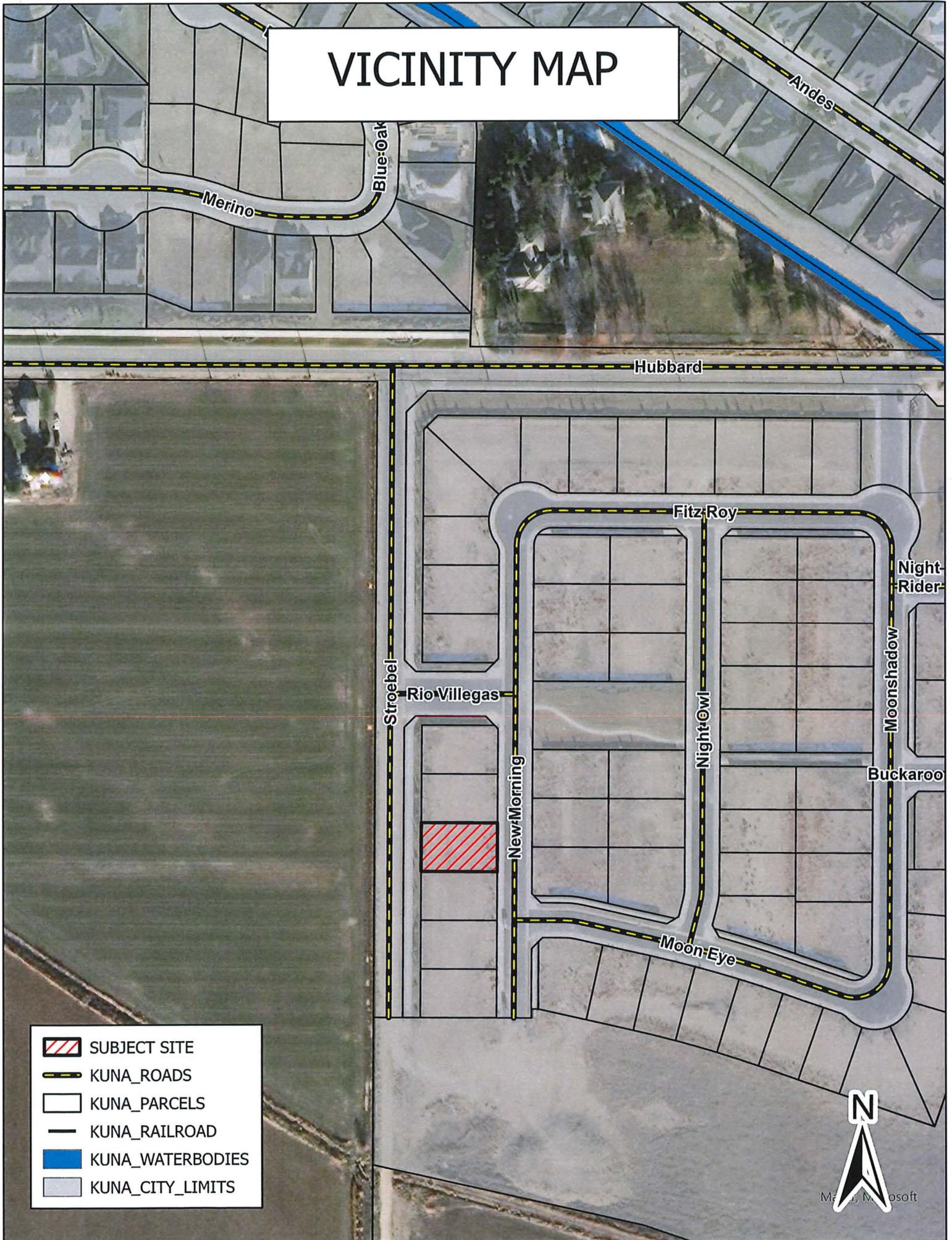
My proposed childcare will be subject to regular inspections through the Central District Health Department (CDH).

Thank you for your review of my childcare proposal, I look forward to providing a much needed service to our community.

All my best,

Lucie Ndayirorere  
Lucie's Child Care

# VICINITY MAP



-  SUBJECT SITE
-  KUNA\_ROADS
-  KUNA\_PARCELS
-  KUNA\_RAILROAD
-  KUNA\_WATERBODIES
-  KUNA\_CITY\_LIMITS





ELECTRONICALLY RECORDED-DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT

(Space above this line for Recorder's use)

File No. 801662 TB/LS

**SPECIAL WARRANTY DEED**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, **COREY BARTON HOMES, INC.**, an Idaho Corporation, dba **CBH HOMES**, whose address is 1977 E Overland Rd, Meridian ID 83642, (the "Grantor"), does hereby grant, bargain, sell and convey unto **Lucie Ndayirorere and Jean-Marie Nibizi, wife and husband** whose address is 2997 North New Morning Avenue, Kuna, ID 83634, (the "Grantee"), the following described premises (the "Premises"):

**Lot 4, Block 2, Ledgestone Subdivision No. 1, according to the plat thereof, filed in Book 119 of Plats at Page(s) 18512-18515, records of Ada County, Idaho.**

TO HAVE AND TO HOLD the Premises, with their appurtenances unto the Grantee, and its successors and assigns forever.

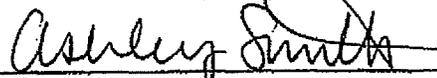
TOGETHER WITH all and singular the improvements, hereditaments, and appurtenances thereon and thereunto belonging or in anywise appertaining, and the reversion or reversions, remainders, rents, issues and profits thereof; and all of the estate, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above-described Premises with said improvements, hereditaments and appurtenances.

Grantor makes no covenants or warranties with respect to title, express or implied, other than as expressly stated hereinafter. Grantor is the owner of the Premises and has not conveyed the same estate to any person other than Grantee and that such estate is at the time of the execution of this instrument free from encumbrances caused, created, or suffered directly by Grantor.

Effective Date: March 16, 2022

**GRANTOR**

**Corey Barton Homes, Inc., dba CBH Homes**



By: Ashley Smith, Closing Officer

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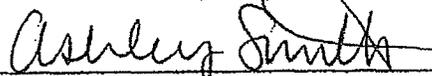
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Effective Date: March 16, 2022

**GRANTOR**

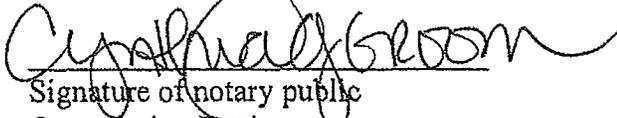
**Corey Barton Homes, Inc., dba CBH Homes**



By: Ashley Smith, Closing Officer

State of Idaho, County of Ada

This record was acknowledged before me on March 22, 2021 by Ashley Smith, as Closing Officer of CBH Homes.

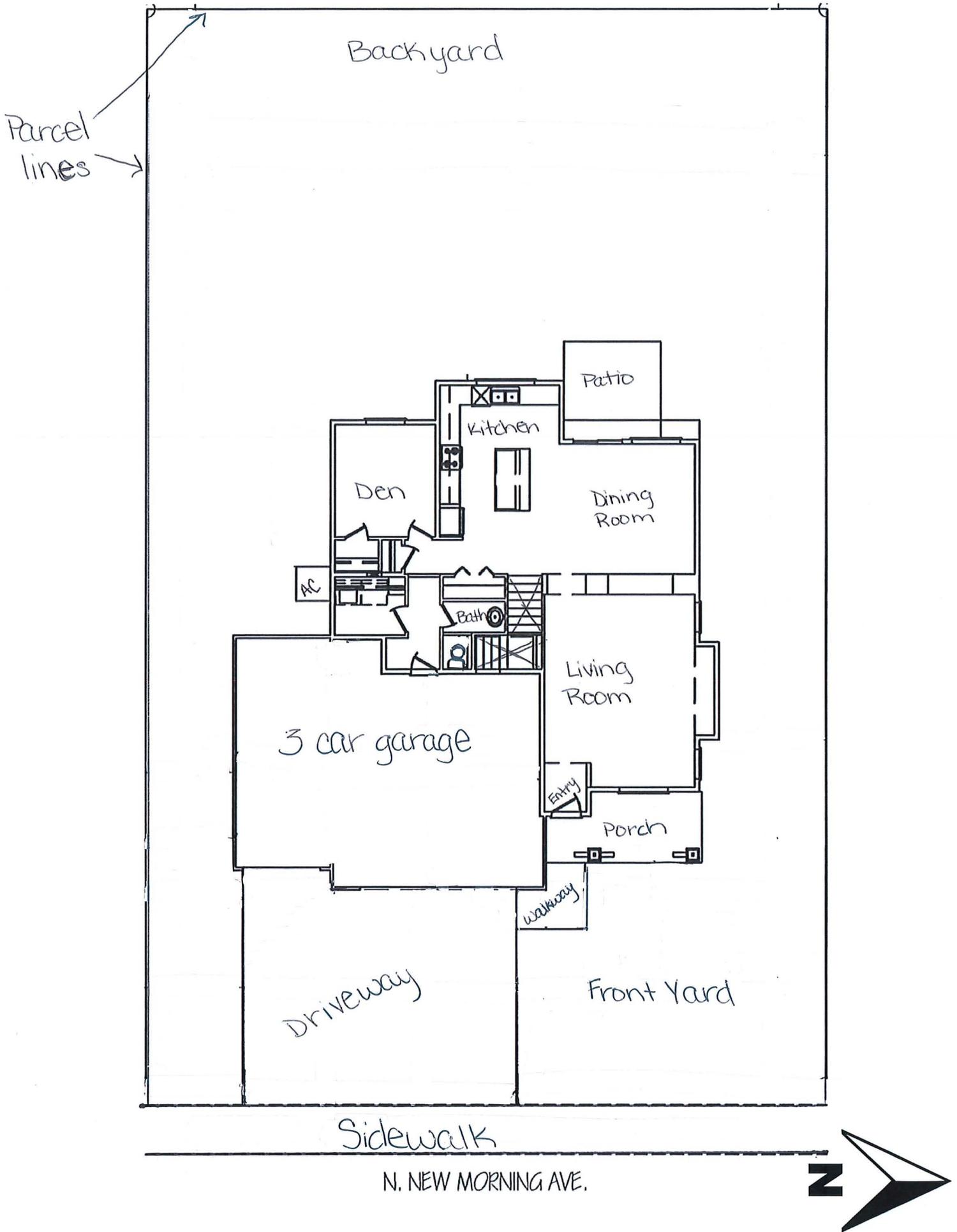


Signature of notary public  
Commission Expires:



CYNTHIA J GROOM  
Residing in: Meridian, ID  
Commission Expires: 05/20/2025

# Site Plan with 1st Floor Layout



# Pediatric

CPR, AED, and First Aid

WciE Nomiropzab  
has successfully completed and competently performed the required knowledge and skill objectives for this program.

- Child, Infant, and Adult       Child and Infant

*Card is void if more than one box is checked.*



Janet Wain  
Authorized Instructor (Print Name)

41577  
Registry No.

4/2/22  
Class Completion Date

4/2/24  
Expiration Date

939-8424  
Training Center Phone No.

CPK113  
Training Center I.D.

This card certifies the above named individual has successfully completed the required knowledge and hands-on skill objectives to the satisfaction of a currently authorized ASHI Instructor. This program meets national standards for pediatric first aid and CPR training by conforming with *Caring for Our Children: National Health and Safety Performance Standards; Guidelines for Early Care and Education Programs*, the 2015 AHA Guidelines Update for CPR and ECC and the 2015 AHA and ARC Guidelines Update for First Aid. Expiration date may not exceed two years from month of class completion.

# Illness policy

## Keep Me Home If...

### I'm Vomiting...

- 2 or more times in 24 hours

### I have a rash, lice or nits...

- Body rash especially with a fever or itching, lice or nits

### I have diarrhea

- 3 or more watery stools in 24 hours

### I have an eye infection...

- Thick mucus or pus draining from the eye

### I have a sore throat...

- With fever or swollen glands



### I'm just not feeling very good...

- Unusually tired, pales, lack of appetite, confused, or cranky

### I have a fever...

- Temperature of 100 degrees (F) or more (Taken under the arm) AND sore throat, rash, vomiting, diarrhea, earache, or just not feeling good

### Immunization Policy

- Immunization record must be on file for each child.
- If you do not immunize your children, you must

## When your Child Is Sick:

- 1.) Have plans for back up child care
- 2.) Tell your care giver what is wrong with your child, even if your child stays home

## Discipline Policy

One of the goals of my family child care is to help children learn correct behavior.

We want children to act with:

- Self-control
- Respect for others
- Obedience

To help children support these actions, we:

- Model the behaviors we want to see in the children
- Make clear and simple limits
- Explain the why we have rules
- Stay positive in our attitudes

In most cases, the way we encourage these actions is to support positive behavior. In some cases, discipline is needed. Before discipline of any kind is given, a review of other possible reasons of misbehavior will be considered. Is the child sick, tired, hungry?

When discipline is needed, we will:

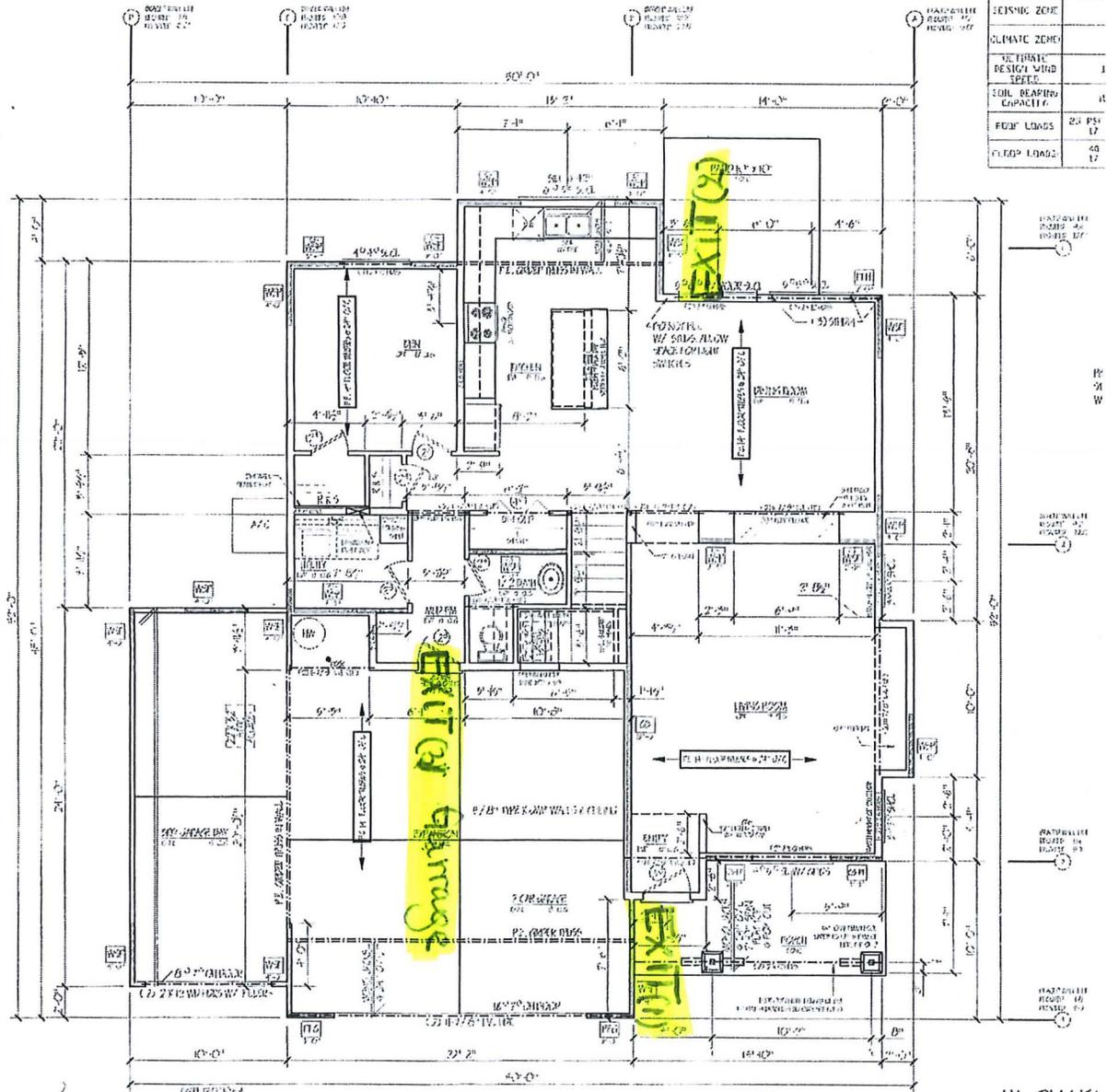
- Redirect the child's attention to an acceptable action
- Explain the bad behavior and help child find solutions
- Give a time-out – a time to cool off and change attitudes
- Give a miss-out – a lost privilege
- Tell you what happened

All discipline is followed with a big hug and smile to let children know that they are still wonderful, cared-for people.

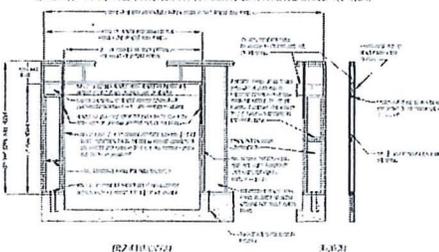
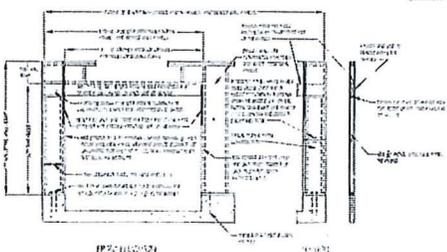
# Emergency Exit Plan

SEE MANUFACTURERS SPEC. SHEET FOR FLOOR TRUSS LAYOUT

DESIGN CRIT	
DEPT. W/ FLOOR AMOUNTS	100, 200, 300
FLOOR DEPTH	
SEISMIC ZONE	
CLIMATE ZONE	
ULTIMATE DESIGN WIND SPEED	1
SOIL BEARING CAPACITY	15
DEPT. LOADS	20 PSF, 17
FLOOR LOADS	40, 17



"LOWE"  
2X6E





# Neighborhood Meeting Certification



PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://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: In-home daycare for up to 6 children

Date of Meeting: 4/02/22 Time: 11:30

Meeting Location: 457 Locust Ave, Kuna ID 83634

### Site Information

Location: Section 18 Township 2N Range 1E Total Acres 0.177

Subdivision Name: Ledgestone No.1 Lot 4 Block 2

Address: 2997 N New Morning Ave

Parcel No(s): R5186220400

*Include ALL addresses and parcel numbers for your application.*

**Current Property Owner**

Name: Lucie Ndayirorere

Address: 2997 N New Morning AV Kuna 83634

**Contact Person**

Name: Nibizi Jean Marie

Business Name (if applicable): \_\_\_\_\_

Address: 2997 N New Morning AV 83634

Phone: 208 296 0931 Email: nibijem2006@gmail.com

**Applicant**

Name: same

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I, Lucie Ndayirorere, 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: 3/17/22

# SIGN-IN SHEET

Project Name: 2997 N New morning Ave In-home daycare

	Name	Address	Phone
1	Nibizi Jean-Marc	2997 N New Morning	
2	Lucie Ndayirorere	2997 N New Morning	
3			
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# NEIGHBORHOOD MEETING MINUTES

Meeting Date: 1-2-22 Number of Attendees: 3

Location: KUNA Public Library

Project Description: Presentation of Lucie's Child Care to neighbors within 300' of her home on 2797 N. New Morning Ave

Attendee Comments or Concerns: \_\_\_\_\_

No opposition. All 3 in favor.

*KUNA*

I, Lucie Ndayirore, 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: 3/17/22



# COMMITMENT TO PROPERTY POSTING

PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://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: Lucie Ndayirorere

Signature: [Handwritten Signature] Date: 3/17/22



IDAHO DEPARTMENT OF HEALTH & WELFARE

Idaho STARS  
355 W Emerald Street, Suite 250  
Boise, ID 83706-2072

Idaho Department of Health and Welfare  
Idaho Child Care Program (ICCP)  
Provider Agreement

Section A THIS IS AN AGREEMENT BETWEEN THE IDAHO CHILD CARE PROGRAM AND:

Business Name (if applicable) Lucie's child care

Owner Name Lucie NDAYIROBERE Director Name

Contact Information

Phone 208 781 9297 Secondary Phone 208 296 0931

Email Address nibijem2006@gmail.com

Physical Address (where child care is taking place)

Street Address 2997 N New Morning AV

City Kuna State ID Zip 83634

County Ada

Mailing Address (if different from above)

Street Address or P O Box

City State Zip

Social Security Number

3 2 8 - 3 5 - 5 2 5 9

OR

Federal Tax Identification Number

Check one (1) Type of Care for you or your facility:

Please note: each child (age 12 and younger) in the setting counts as one (1) child, including relatives, friends, neighbors, foster children, and the provider's own children.

Day Care/Child Care Center Facility - I provide care for 13 or more children.

Group Care Facility - I provide care for a maximum of 12 children.

Family Care Facility - I provide care for a maximum of 6 children.

Relative Care Facility - I provide care for a maximum of 6 children and they are ALL related to me as: Nieces, Nephews, Grandchildren, Great-Grandchildren, or Siblings.

In-Home Care - I go to the child(ren)'s home to provide child care AND (choose one)

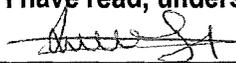
I provide care ONLY for children related to me as: Nieces, Nephews, Grandchildren, Great-Grandchildren, or Siblings.

I provide child care for children who are not related to me as described above.

Section B	<p align="center"><b>In order to receive payment through the Idaho Child Care Program (ICCP), I agree to meet and continue to meet the following requirements:</b></p>
<p align="center"><b>Initial items 1 through 14</b>—if you cannot initial <b>all</b> of the following you cannot be registered with ICCP</p>	
LN	<p><b>1. PEDIATRIC-INFANT-CHILD CPR/INFANT RESCUE BREATHING</b>— All providers, owners, and staff members who provide direct care to children must have current certification in pediatric rescue breathing (CPR) from a certified instructor. <u>Providers who do not have this certification will not count in adult to child ratios.</u> Each child care owner or operator is responsible for maintaining documentation verifying certification and may be asked to produce documentation during any health and safety inspections.</p>
LN	<p><b>2. PEDIATRIC FIRST AID</b>— All providers, owners, and staff members who provide direct care to children must have current certification in pediatric first aid treatment from a certified instructor. <u>Providers who do not have this certification will not count in adult to child ratios.</u> Each child care owner or operator is responsible for maintaining documentation verifying certification and may be asked to produce documentation during any health and safety inspections.</p>
LN	<p><b>3. IMMUNIZATIONS</b>— Care will not be provided for any ICCP child whose immunizations or exemption letters are not on file at the facility. Providers must ask parents for proof of immunizations. A parent objecting to immunizations for medical or religious reasons may be exempt from the requirement under State law.</p>
LN	<p><b>4. EMERGENCY COMMUNICATION</b>— A functioning telephone must be on the premises at all times where child care occurs.</p>
LN	<p><b>5. DISASTER AND EMERGENCY PLANNING</b>— All child care providers must have documented policies and procedures planning for emergencies resulting from a natural disaster, or man-caused event that include but are not limited to:</p> <ul style="list-style-type: none"> <li>a. Policies and procedures for evacuation, relocation, shelter-in-place, and lock-down procedures.</li> <li>b. Policies and procedures for communication, reunification with families, continuity of operations.</li> <li>c. Policies and procedures for the accommodation of infants and toddlers, children with disabilities, and children with chronic medical conditions.</li> <li>d. Procedures for staff and volunteer emergency preparedness training and practice drills.</li> <li>e. Guidelines for the continuation of child care services in the period following the emergency or disaster.</li> </ul>
LN	<p><b>6. AGE OF PROVIDER</b>— All child care providers must be eighteen (18) years old or older. Persons sixteen (16) or seventeen (17) years old may provide child care if they have direct, on-site supervision from a qualified child care provider who is at least eighteen (18) years old.</p>
LN	<p><b>7. HEALTH AND SAFETY INSPECTION</b>— All child care homes/facilities must pass all yearly health and safety inspections conducted as an on-site visit to their facility, and will have at least one inspection annually. These will be unscheduled visits. Providers cannot deny the health inspector access or entry to any part of the child care facility. <b>Note:</b> In-home care is required to have a health and safety training in the home where child care is taking place.</p>
LN	<p><b>8. CONSUMER EDUCATION</b>— The Department will make public, on a website:</p> <ul style="list-style-type: none"> <li>a. The results of all child care monitoring, inspection, and investigation reports.</li> <li>b. Substantiated complaints about failure to comply with child care laws, rules, and policies. Including information on the date of such an inspection, and where applicable, information on corrective action taken.</li> </ul>
LN	<p><b>9. REPORTING SUSPECTED CHILD ABUSE OR NEGLECT</b>— All child care providers or individuals living in my home or providing care at my facility will report any suspected child abuse or neglect to the appropriate authorities within twenty-four (24) hours.</p>
LN	<p><b>10. REPORTING DEATH AND SERIOUS INJURY</b>— All child care providers or individuals living in my home or providing care at my facility will report when a child sustains a serious injury or dies while at the location of, or as a result of participating in child care. ("Serious injuries" are any injury that required hospitalization or a doctor's care.)</p>
LN	<p><b>11. CURRENT IDAHO DEPARTMENT OF HEALTH AND WELFARE CRIMINAL HISTORY BACKGROUND CHECKS</b>— According to <i>IDAPA 16.06.12.009</i> - All child care providers or individuals age 13 and older living in my home or providing care at my facility who have direct contact with children must comply with the requirements and receive clearance as provided in <i>IDAPA 16.05.06</i> "Criminal History and Background Checks" prior to becoming an ICCP provider, and <b>every five (5) years</b>. Each person must have a current Idaho Department of Health and Welfare Criminal History Background Check clearance on file at the location where child care is taking place, available for review at all times.</p>

LN	<p><b>12. UNLIMITED ACCESS TO PREMISES—</b> I and any other provider or individual living in my home or providing care at my facility will allow parents and guardians unlimited access to their child(ren) at all times when care is occurring. If a parent or guardian has been granted limited access or has been denied visitation rights by a court of competent jurisdiction, and the daycare operator has written documentation from the court "UNLIMITED ACCESS TO PREMISES" does not confer a right to visitation upon that parent or guardian.</p>
LN	<p><b>13. TRAINING REQUIREMENTS—</b> Each child care provider must receive, and ensure that each staff member who provides child care receives, and completes twelve (12) hours of ongoing training every twelve (12) months after the staff member's date of hire. Each child care owner or operator is responsible for maintaining documentation verifying training completion and will be asked to produce documentation when the provider agreement is renewed annually.</p>
LN	<p><b>14. FEDERAL EXCLUSION—</b> Child care providers must not be excluded from participation in federal programs by the Office of Inspector General (OIG) List of Excluded Individuals and Entities. If a provider becomes excluded from participation in federal programs by the Office of Inspector General (OIG) List of Excluded Individuals and Entities, they must immediately report the exclusion to the Department.</p> <p><b>ALL PROVIDERS MUST search the OIG online database, using your own information, to determine if you or your business is listed on the OIG Exclusions Program. The database can be accessed at this address: <a href="https://oig.hhs.gov/exclusions/">https://oig.hhs.gov/exclusions/</a></b></p>

Section C	Initial each item to indicate that you acknowledge and understand it:
LN	<p>1. I understand that all child care providers applying to receive or receiving a Department subsidy must be licensed or must comply with applicable State Day Care licensing requirements under Title 39, Chapter 11, Idaho Code, with local licensing ordinances, or with Tribal ordinances. If both state statutes and ordinances apply to a provider, the provider must comply with the stricter requirement. A provider operating outside Idaho must comply with the licensing laws of the state or locality where care is provided.</p>
LN	<p>2. I understand that ICCP payments will be made directly to me or my facility for eligible children in my care. I understand that the amount of the ICCP payment may be less than the amount I charge.</p>
LN	<p>3. I understand that <u>except for Child Care Centers</u>, the individual who signs the provider agreement must provide the majority of direct care to the children in that child care facility.</p>
LN	<p>4. I understand that ICCP eligible families, except TAFI families participating in non-employment TAFI activities and guardians of foster children, must pay part of their child care costs. <u>Providers are responsible for ensuring families pay the determined child care costs and must not waive these costs.</u></p>
LN	<p>5. I understand that I cannot charge more to ICCP families than I charge to families who are not eligible for ICCP.</p>
LN	<p>6. I understand that the Department of Health and Welfare will submit a Form 1099 to the Internal Revenue Service (IRS) reporting all ICCP payments I receive each year (if the yearly total is \$600 or more).</p>
LN	<p>7. I understand that I am NOT employed by the Department of Health and Welfare or the Idaho Child Care Program.</p>
LN	<p>8. I understand that if I receive payment for child care I did not provide, I must return the money owed to the Department of Health and Welfare. If I do not return the money, I will be subject to any applicable enforcement provisions in IDAPA 16.06.12 including, but not limited to, termination of this provider agreement.</p>
LN	<p>9. I understand that "kickbacks" are not allowed; I may not pay for a child to attend my facility. ICCP payments will be denied if I pay directly or indirectly, overtly or covertly, for a child to attend my facility.</p>
LN	<p>10. I understand that documentation of service sufficient to support the child care payment <u>must be created at the time of service</u>. I may be denied payment and possibly denied provider status, if I do not produce records immediately when requested.</p> <p>I understand that I must document the following:</p> <ol style="list-style-type: none"> <li>Records of attendance <b>including the signature of a parent or guardian</b></li> <li>Billing records and receipts</li> <li>Policies regarding sign-in procedures</li> <li>Sign-in records, electronic or manual, or Child and Adult Food Care Program records</li> </ol> <p><b>These documents are important to justify payments, must be kept for three (3) years, and must be available for immediate review by the Department or its agents when requested.</b></p>
LN	<p>11. I understand that if I misrepresent my charges for child care in order to get a higher payment from ICCP, I will be subject to prosecution for fraud under <i>Idaho Code § 56-209h, IDAPA 16.06.12, and IDAPA 16.05.07.</i></p>

LN	<p>12. I agree to report the following changes within ten (10) days:</p> <ul style="list-style-type: none"> <li>a. Permanent changes in the rates I charge for providing child care services.</li> <li>b. Changes in the location or mailing address where I provide care.</li> <li>c. If I provide care in my home I will report when someone new moves into my home.</li> <li>d. Permanent changes in the total number of children for whom I can provide care. <i>Example: I started out providing care for 1-6 children and was legally exempt from licensure but now my home is licensed so I can provide care for 7-12 children.</i></li> <li>e. If I do not intend to renew my child care facility license.</li> <li>f. If I or anyone living in my home or facility has/have a communicable disease or any physical or psychological condition(s) that might pose a threat to the safety of a child receiving care.</li> <li>g. If I am excluded from participation in <u>any</u> federal program, including the Child and Adult Care Food Program (CACFP).</li> </ul>
LN	<p>13. I agree to notify the Department of Health and Welfare within ten (10) days when:</p> <ul style="list-style-type: none"> <li>a. An ICCP eligible child stops attending or is not in care for more than 30 days; and/or</li> <li>b. The advance payment notice I receive from the Department of Health and Welfare is not accurate.</li> </ul>
LN	<p>14. I understand that the provider Agreement will continue in effect unless it is terminated.</p>
LN	<p>15. I understand that by signing this Agreement I am giving ICCP permission to require proof of any self-declarations.</p>
LN	<p>16. I understand failure to comply with any term of this Agreement or the provisions in IDAPA 16.06.12 can result in immediate termination of this Agreement as well as any applicable enforcement provision in IDAPA 16.06.12 or 16.05.07.</p>
<p><b>I have read, understand, and agree to all the conditions required to participate in the Idaho Child Care Program.</b></p>	
<p>Signature of Owner</p> 	<p>Date</p> <p>4/04/22</p>

Idaho Administrative Code 16.06.12 - Rules Governing the Idaho Child Care Program (ICCP) 804. CHILD CARE PROVIDER AGREEMENT.

**From:** [Jessica Reid](#)  
**To:** [PWoffice](#); [Chief Fratusco](#); [Scott FCCNWI](#); [TLawrence Kuna Fire](#); [J&M Sanitation](#)  
**Cc:** [Morgan Treasure](#); [Doug Hanson](#)  
**Subject:** 22-02-SUP 2997 N New Morning In-Home Daycare  
**Date:** Wednesday, April 13, 2022 3:24:26 PM  
**Attachments:** [22-02-SUP 2997 N New Morning In-Home Daycare Agency Transmittal Packet.pdf](#)  
[image001.png](#)

## Agency Transmittal – 04.13.2022

Notice is hereby given by the City of Kuna the following actions are under consideration:

<b>CASE NUMBER:</b>	22-02-SUP (Special Use Permit) 2997 N New Morning Avenue In-Home Daycare
<b>PROJECT DESCRIPTION</b>	Lucie Ndayirorere requests Special Use Permit approval to operate an In-Home Daycare for up to six (6) children from 6:30 AM – 7:00 PM, Monday through Friday.
<b>SITE LOCATION</b>	2997 N New Morning Avenue, Kuna, ID, 83634
<b>APPLICANT</b>	Lucie Ndayirorere 2997 N New Morning Ave Kuna, ID 83634
<b>REPRESENTATIVE</b>	Kelly Walton, Walton Realty Group <a href="mailto:kellywalton@waltonrealtygroup.com">kellywalton@waltonrealtygroup.com</a> 208-912-7777
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>May 10, 2022</b> at 6:00 P.M.
<b>STAFF CONTACT</b>	Jessica Reid 208.387.7731 <a href="mailto:jreid@kunaid.gov">jreid@kunaid.gov</a>
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. The hearing is scheduled to begin at 6:00 p.m. or as soon as it may be heard. Kuna City Hall is located at 751 W. 4<sup>th</sup> Street, Kuna, ID 83634. Please contact staff with questions. <i>If your agency requires additional information, or if contact information for your agency needs updated, please notify our office.</i></p>	

*Jessica Reid*

Planner I

751 W 4<sup>th</sup> Street • Kuna, ID 83634

[jreid@kunaid.gov](mailto:jreid@kunaid.gov) • Ph: (208) 387-7731





# 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:
04/14/22	21880

## LEGAL NOTICE

**Case No. 22-02-SUP  
 (Special Use Permit) for  
 2997 N New Morning  
 Avenue In-Home Daycare**

1 KUNA, CITY OF  
 P.O. BOX 13  
 KUNA, ID 83634

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission will hold a Public Hearing Tuesday, May 10, 2022, at 6:00 PM, or as soon as can be heard; in connection with a Special Use Permit (SUP) request for an In-Home daycare located at 2997 N New Morning Avenue. Applicant Lucie Ndayirorere requests Special Use Permit approval to operate an In-home Daycare with six (6) or less children, Monday through Friday from 6:30 AM to 7:00 PM.

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. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning  
 Department

April 20, 2022      225968

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
225968	22-02-SUP - 2997 N.	04/20/22	04/20/22	1	\$47.00

## Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount:	<b>\$0.00</b>	Gross:	<b>\$47.00</b>
Surcharge:	<b>\$0.00</b>	Paid Amount:	<b>\$0.00</b>
Credits:	<b>\$0.00</b>		

**Amount Due: \$47.00**

*We Appreciate Your Business!*

## 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](http://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.



DH 4.28.22  
City of Kuna

# LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning and Zoning Commission** is scheduled to hold a Public Hearing on **May 10, 2022 at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4<sup>th</sup> Street, Kuna, ID, 83634, on the following case:

## Case No. 22-02-SUP (Special Use Permit) for 2997 N New Morning Avenue In-Home Daycare

Applicant Lucie Ndayirorere requests Special Use Permit approval to operate an In-home Daycare with six (6) or less children, Monday through Friday from 6:30 AM to 7:00 PM, at 2997 N New Morning Avenue (APN: R5186220400).

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 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 **March 16, 2022** 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 04.28.2022**



**AFFIDAVIT OF PUBLICATION  
STATE OF IDAHO**

**County of Ada**

21880 225968  
1 KUNA, CITY OF  
  
P.O. BOX 13  
KUNA, ID 83634

**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

**LEGAL NOTICE**

**Case No. 22-02-SUP  
(Special Use Permit) for  
2997 N New Morning  
Avenue In-Home Daycare**

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission will hold a Public Hearing Tuesday, May 10, 2022, at 6:00 PM, or as soon as can be heard; in connection with a Special Use Permit (SUP) request for an In-Home daycare located at 2997 N New Morning Avenue. Applicant Lucie Ndayirorere requests Special Use Permit approval to operate an In-home Daycare with six (6) or less children, Monday through Friday from 6:30 AM to 7:00 PM.

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. Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning  
Department

April 20, 2022      225968

That said notice was published the following: 04/20/2022

*Sharon Jessen*

SHARON JESSEN  
STATE OF IDAHO

On this 21st day of April, in the year of 2022 before me a Notary Public, personally appeared. SHARON JESSEN, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledge to me that he/she executed the same.

*Colleen R. Nielsen*

Notary Public of Idaho  
My commission expires

*6/28/23*





# Proof of Property Posting

PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://www.KunaCity.ID.gov)



This form shall confirm that the Public Hearing Notice for Case No. 22-02-SUP  
Lucie's Child Care was posted, as required per Kuna City Code  
5-1A-8, on April 29, 2022. 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 30<sup>th</sup> day of April, 2022.

Signature: [Signature] Owner/Developer

State of Idaho )  
) ss  
County of Ada )

On this 30<sup>th</sup> day of April, 2022, before me, the

Undersigned, a Notary Public in and for said State, personally appeared before me

(Owner/Developer). Lucie Ndayirorere

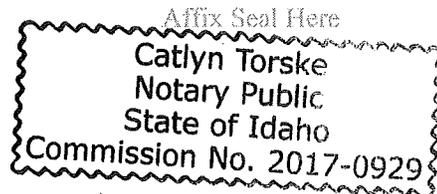
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and  
year in this certificate first above written. Subscribed and sworn to before me the day and year  
first above written.

Catlyn Torske  
Residing at: 6707 Overland Rd

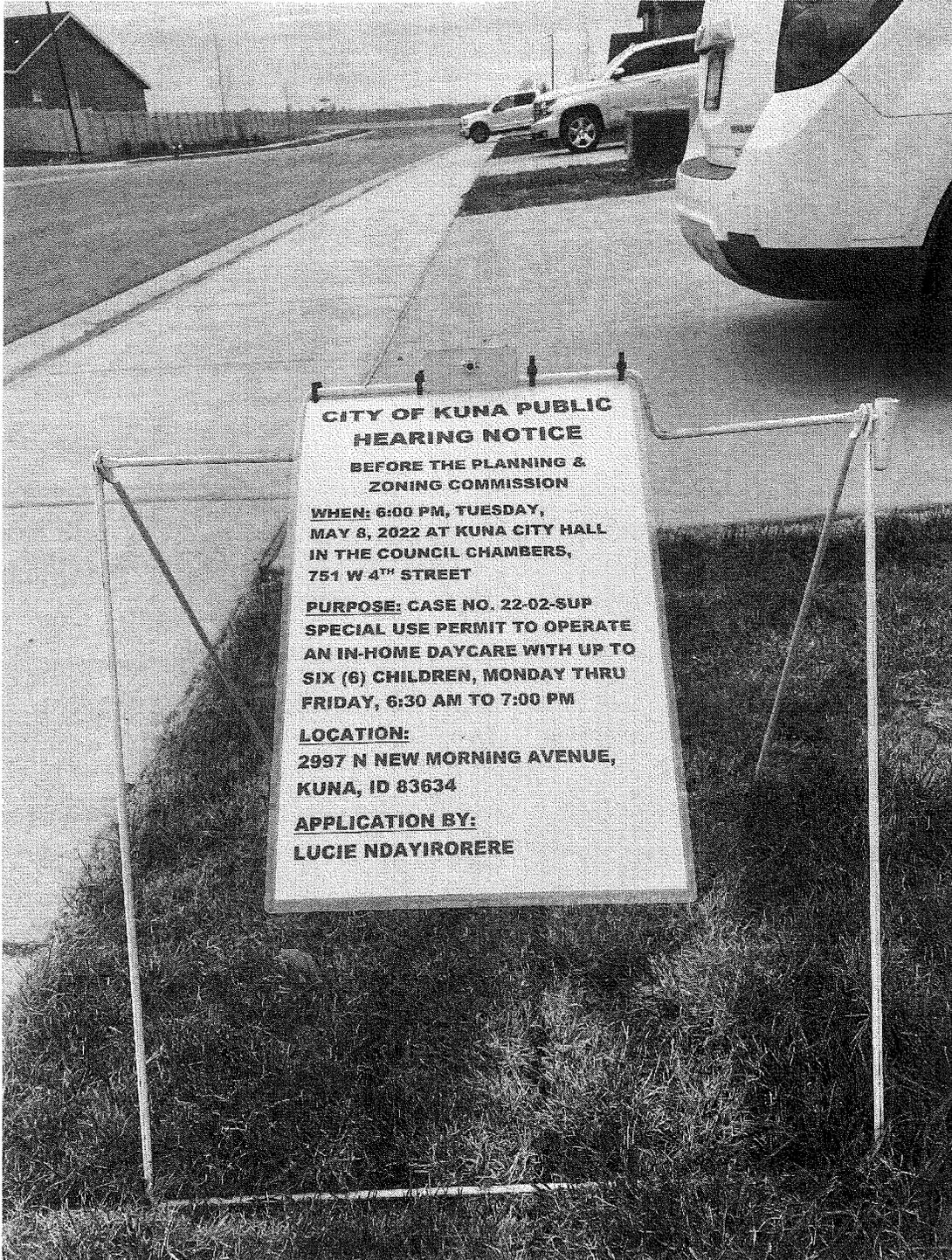
Boise ID 83709

My Commission expires: 11/13/2023

[Signature]  
Signature







**CITY OF KUNA PUBLIC  
HEARING NOTICE**

**BEFORE THE PLANNING &  
ZONING COMMISSION**

**WHEN: 6:00 PM, TUESDAY,  
MAY 8, 2022 AT KUNA CITY HALL  
IN THE COUNCIL CHAMBERS,  
751 W 4<sup>TH</sup> STREET**

**PURPOSE: CASE NO. 22-02-SUP  
SPECIAL USE PERMIT TO OPERATE  
AN IN-HOME DAYCARE WITH UP TO  
SIX (6) CHILDREN, MONDAY THRU  
FRIDAY, 6:30 AM TO 7:00 PM**

**LOCATION:  
2997 N NEW MORNING AVENUE,  
KUNA, ID 83634**

**APPLICATION BY:  
LUCIE NDAYIRORE**



IDAHO DEPARTMENT OF HEALTH & WELFARE

Fire Safety Inspection for State Daycare Licensing

[X] New Daycare License Applicant [ ] Daycare License Renewal Applicant

Date 4-5-2022 Operator \_\_\_\_\_ Owner Lucie Ndayirorere

Name of Facility Lucie's child care

Address 2997 N New morning AVE

City Kuna State ID Zip 83634

Facility Phone Number (208) 781-9297 Land Line or Cellular Phone
Nibijem 2006 @ g.mail.com

Note: The licensing authority is the Idaho Department of Health and Welfare. The minimum standards as outlined in the state daycare licensing act will not preempt any local ordinance that is more stringent.

This inspection form was drafted within the confines of the legislated fire safety standards for daycare facilities and does not mean to infer that the provisions within provide for a level of fire safety that would meet nationally recognized standards. Nor does it mean that it would provide a level of fire safety that would meet our own adopted fire safety standards for other occupancies in Idaho.

II. GENERAL REQUIREMENTS FOR ALL DAYCARE OCCUPANCIES

Table with 3 columns: Standard, Facility Meets Standard (Yes), Facility does Not Meet Standard (No). Rows include: Exiting Requirements, Are the required exits located to provide an unobstructed path outside the building to a public way or area of refuge?, Can exit doors be opened from the inside without the use of a key or any special knowledge or effort?, Are there at least two exits (travel distance between not to exceed 75 feet) located a distance apart, not less than one-half the diagonal dimension of the building or portion used for daycare?, Are the required exits not less than 32 inches of clear exit width and not less than six feet, eight inches (6'8") in height?

Standard	Facility Meets Standard (Yes)	Facility does Not Meet Standard (No)
<b>Exiting Requirements (cont.)</b>		
<p>Are sleeping rooms provided with at least one emergency egress window having at least a minimum single net clear opening of 5.7 square feet, minimum height 24 inches, minimum width 20 inches, and maximum finished sill height not over 44 inches?</p> <p><i>Note: An approved exit door is acceptable in lieu of egress windows. Also, an approved piece of furniture or platform, if anchored in place, can be approved to sit in front of a window, if the sill height is over 44 inches</i></p>	✓	
<p>Are approved egress windows from sleeping areas operable from the inside without the use of separate tools?</p>	✓	
<p>Where children are located on a story below the level of exit discharge (basement), are there at least two exits provided, one of which is directly to the outside?</p> <p><i>Note: More than one exit from the basement opening directly to the outside may be required, depending on the structure of the building.</i></p>	N/A	
<p>Daycare is prohibited on any upper floor beyond the first floor. <i>Exception: Daycare is permitted at the second floor level, provided that the building has two (2) exits, one (1) of which must open directly to the outside and be in compliance with building codes. Is the facility in compliance?</i></p>	No children on 2nd floor	
<b>Fire Extinguishers</b>		
<p><b>For DAYCARE CENTERS:</b> Is there a portable fire extinguisher (minimum 2A-10BC) mounted securely in the kitchen area <u>and</u> one other approved location that is visible, does not exceed five (5) feet from the floor to the top of the extinguisher, and not more than seventy five (75) feet travel distance, and is it maintained properly? <i>Note: Fire extinguishers shall be maintained properly.</i></p>	N/A	
<p><b>For GROUP DAYCARE FACILITIES and FAMILY DAYCARE HOMES:</b> Is there a portable fire extinguisher (minimum 2A-10BC) mounted securely in the kitchen area that is visible, does not exceed five (5) feet from the floor to the top of the extinguisher, and not more than seventy five (75) feet travel distance, and is it maintained properly? <i>Note: Fire extinguishers shall be maintained properly.</i></p>	X	
<p>Is there a hood-type fire suppression system installed in the kitchen area, if required?</p>	N/A	
<p>In facilities over three thousand (3,000) square feet are additional fire extinguishers present and approved by local fire official or designee?</p>	N/A	
<p>In Facilities greater then twenty thousand (20,000) square feet in area or when the number of children under the age of eighteen (18) month exceeds one hundred (100) is there an automatic sprinkler system?</p>	N/A	

Standard	Facility Meets Standard (Yes)	Facility does Not Meet Standard (No)
<b>Telephone</b>		
Is there an operable telephone on the premises?	X	
<b>Smoke Detectors</b>		
Is there a smoke detector installed in the basement having a stairway which opens from the basement into the facility (such detector shall be connected to a sounding device or other detector to provide an alarm which will be audible in the sleeping area)?	N/A	
Are approved smoke detectors provided on the ceiling or wall outside each separate sleeping area or in the immediate vicinity of bedrooms?	X	
Is there a smoke detector in each room used for sleeping purposes?	X	
Is there a smoke detector in each story within the facility including the basement?	X	
<b>Fire Safety and Evacuation Plan</b> <i>Note: Each daycare center, group daycare facility or family daycare home voluntarily licensed by the Department, must have an approved fire safety and evacuation plan prepared. Fire evacuation and safety plans must include the elements listed below.</i>		
Procedures and policies that accounts for all employees and children after an evacuation is completed.	X	
Identifies evacuation routes, locations of facility exits, and assembly point for an evacuation.	X	
Includes location of smoke detectors, fire alarm appliances and fire extinguishers.	X	
A schedule of fire and emergency evacuation drills and annual reviews that all employees and children participate in with records of those drills available for reference and review.	X	
<b>For Facilities with an Occupancy Load of Fifty or More</b> <span style="float: right;">N/A</span> <i>Note: In addition to the requirements above, those facilities with an occupancy load of fifty (50) or more occupants must also meet the criteria outlined below.</i>		
Do exit doors swing in the direction of egress?	N/A	
Do exit doors from rooms having an occupant load to fifty (50) or more, if provided with a latch, have panic hardware?		
Are Exit signs installed at required exit doorways and where otherwise necessary to clearly indicate the direction of egress?		
For facilities with over fifty (50) children, is an approved fire alarm system installed?		

Standard	Facility Meets Standard (Yes)	Facility does Not Meet Standard (No)
<b>Occupant Load</b> <i>Note: Occupant load is determined by the local fire official or designee. Only those areas used for daycare purposes will be used when determining occupant load.</i>		
<p>To determine occupant load, calculate the square footage of the space between the interior face of the exterior walls, assigned to daycare use, and divide by the occupant load factor of 35. Allowances for interior walls or partitions and furnishings have been taken into account in the occupant load factor, except fixed seating. The occupant load for fixed seating is determined by counting the seats.</p> <p style="text-align: right;">Enter Occupant Load: <u>24</u></p>		
<p>Is the facility in compliance?</p>		

*Note: This inspection is for the purpose of meeting only the requirements of the Department of Health and Welfare. The operator/owner may also be required to meet; zoning, building code, fire code or other agency regulations within their local jurisdiction to conduct this type of business. In addition, a separate Health and Safety inspection is required on all facilities that are required to be licensed.*

REMARKS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Facility passes fire inspection: <input checked="" type="radio"/> Yes <input type="radio"/> No	Occupant Load: _____ <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial
--	---

INSPECTION MADE BY: T. J. Lawrence

TITLE AND AGENCY: Kuna Rural

Signature of Inspector: [Signature] Date: 4-5-2022

Name of facility operator/owner (please print): Lucie Ndayicorere

Signature of facility operator/owner: [Signature] Date: 4/5/22



# Child Care Health and Safety Inspection

RE-ENTERED APR 2 2022

FACILITY NAME: <b>Lucies childcare</b>		FACILITY # <b>48937</b>	EHS# <b>72</b>	DATE: <b>4/19/22</b>
PROVIDER NAME: <b>Lucie Ndayirore</b>		EMAIL: <b>nibijem2006@gmail</b>		PH# <b>781-9297</b>
ADDRESS: <b>2997 N. New Morning Ave.</b>		CITY <b>Kuna</b>		STATE <b>ID</b> ZIP <b>83634</b>
ACTIVITY:	<input checked="" type="checkbox"/> INITIAL	ICCP <input type="checkbox"/> ICCP-STATE <input checked="" type="checkbox"/> ICCP-CITY <input type="checkbox"/>	ON-SITE FOLLOW-UP DATE:	
<input type="checkbox"/> ANNUAL	<input type="checkbox"/> FOLLOW-UP	STATE ONLY <input type="checkbox"/> CITY ONLY <input type="checkbox"/>	VCR DUE DATE: <b>5/3/22</b>	
<input type="checkbox"/> INVESTIGATION	<input type="checkbox"/> TRAINING	# CHILDREN PRESENT <b>6</b>	# PROVIDERS CHILDREN <b>1</b>	# STAFF <b>1</b>
<input type="checkbox"/> UNANNOUNCED	<input type="checkbox"/> SAMPLES	EMP./CHILD RECORDS EDUCATION <input checked="" type="checkbox"/>	CPSC EDUCATION PROVIDED <input checked="" type="checkbox"/>	INSP. TIME (MIN.) <b>56</b>
				TRAVEL TIME (MIN.) <b>10</b>

The items marked with an "X" identify the violations or problems that need to be corrected. Child Care Health Consultant Referral? **Y**

#	Description	X	Repeat	Comments/Correction Required	Correction Date
1	PROVIDER AGE / SUPERVISION			✓ discussed, must print out email from Idaho stars	
2	PEDIATRIC RESCUE BREATHING CPR/FA			✓ good on board	
3	CHILD-STAFF RATIO			✓	
4	STAFF/CHILDREN EXCLUDED WHEN ILL			✓ good on board	
5	IMMUNIZATION RECORDS # Enrolled:(includes provider's children)			# enrolled: 14 records present	
6	DISASTER AND EMERGENCY PLAN AND COMMUNICATION			✓ files present	
7	SMOKE DETECTOR, FIRE EXTINGUISHER, EXITS			✓ serviced Sept. 2021	
8	FIRE SAFETY EVACUATION PLAN / POSTING	X		✓ discussed needing hard copy of fire plan. <span style="color:blue">connected</span>	4/20
9	FOOD SOURCE/FOOD THAWING			✓ local grocery	
10	FOOD HANDLING/PERSONAL HYGIENE			✓	
11	FOOD TEMPERATURES/THERMOMETERS			✓ fridge @ 41°F, discussed add'l thermometers	
12	FOOD STORAGE/CROSS CONTAMINATION				
13	FOOD CONTACT SURFACES/SANITIZING			✓ bleach water @ 50 ppm	
14	DISHWASHING/SANITIZING			✓ dish washer	
15	UTENSIL STORAGE			✓ discussed knife storage	
16	MEDICINES/HAZARDOUS SUBSTANCES	X		discussed, dish pods accessible, moved pods to lunch room	4/19
17	GARBAGE COVERED/REMOVED			✓	
18	PLUMBING/SEWAGE DISPOSAL			✓ city	
19	WATER SUPPLY/WELL SAMPLED			✓ city water	
20	HANDWASHING FACILITIES			✓ stocked	
21	DIAPER CHANGING FACILITIES			✓ on mat, sanitized w/bleach after each use	
22	FIREARM STORAGE			✓ N/A	
23	WATER HAZARDS (POOLS, CANALS...)			✓	
24	SMOKING/ALCOHOL CONSUMPTION			✓ N/A	
25	SLEEPING-PLAY AREAS, RESTROOMS CLEAN			✓ bedding provided, washed weekly	
26	HEAT, LIGHT & VENTILATION			✓	
27	OUTDOOR PLAY AREAS			✓ discussed gate security	
28	ANIMAL, PET HEALTH/VACCINATION			✓ N/A	
29	GENERAL SAFETY			✓ discussed outlet covers needed	
30	TRANSPORTATION SAFETY			✓ good, discussed	
31	SAFE SLEEP - Alone, on back, CPSC crib			✓ discussed, aware of practices	

COMMENTS: **Provider stated BC documents were approved by Idaho stars + stated physical copies weren't needed. Informed that hard copies must be present.**

Referral Date: <b>4/7/22</b>	Payment Date:	Inspection Passed <input checked="" type="checkbox"/> Date: <b>4/20/22</b>	Inspection Not Passed <input checked="" type="checkbox"/> Date: <b>4/19/22</b>
Investigation Resolved <input checked="" type="checkbox"/> Date:	Investigation Not Resolved <input type="checkbox"/> Date:	Unsubstantiated <input type="checkbox"/>	Substantiated <input type="checkbox"/>
Signatures X	X	Date E-mailed / faxed to IDSTARS: <b>4/20/22</b>	



CITY OF KUNA  
P.O. BOX 13  
KUNA, ID 83634  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

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

Brady Barroso  
Engineering Technician I

## MEMORANDUM

**To:** Doug Hanson - Planning and Zoning Director  
**From:** Brady Barroso - Engineering Technician I  
Catherine Feistner - Assistant City Engineer  
**Date:** 4 May 2022  
**RE:** Public Works Comments  
2997 N New Morning Avenue In-Home Daycare – 22-02-SUP (Special Use Permit)

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The 2997 N New Morning Avenue property, 22-02-SUP, special use permit request dated 13 April 2022 has been reviewed. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received by [PWoffice@kunaid.gov](mailto:PWoffice@kunaid.gov).

Public Works staff can support approval for this special use permit.

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

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF ) **Case No. 22-15-DR (DESIGN REVIEW)**  
 ) **MODIFICATION**  
**MRS PROPERTIES, LLC** )  
 )  
 ) **STAFF REPORT FOR THE 679 BEST**  
*For Design Review Modification at 679 ) **BUSINESS METAL SHELL DESIGN***  
*Best Business.* ) **REVIEW MODIFICATION.**

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1. Exhibit List
2. Process and Noticing
3. Applicants Request
4. General Project Facts
5. Traffic & Connectivity
6. Staff Analysis
7. Proposed Findings of Fact & Conclusions of Law
8. Commission’s Order of Decision



**I  
EXHIBIT LIST**

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

**1.1 Exhibits:**

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
<b>1.1</b>	Staff Report			X
<b>2.1</b>	P&Z Application Coversheet			X

<b>2.2</b>	Design Review Application			X
<b>2.3</b>	Narrative			X
<b>2.4</b>	Vicinity Map			X
<b>2.5</b>	Aerial Map			X
<b>2.6</b>	Deed of Trust			X
<b>2.7</b>	Affidavit of Legal Interest			X
<b>2.8</b>	Site Plan			X
<b>2.9</b>	Rendering Photos			X
<b>2.10</b>	Color Chart			X
<b>2.11</b>	Kuna Rural Fire District			X
<b>2.12</b>	Public Works			X

**II  
PROCESS AND NOTICING**

**2.1** In accordance with Kuna City Code (KCC) 5-4-2, all new commercial projects, landscaping and parking lots are required to submit an application for review by the Planning and Zoning Commission. As a public meeting item, this action requires no formal public noticing actions.

**2.2 Notifications**

**2.2.1** Completeness Letter: April 27, 2022

**2.2.2** Agenda: May 10, 2022

**III  
APPLICANTS REQUEST**

**3.1** MRS Properties, LLC, requests Design Review Modification approval to increase one (1) of the previously approved metal shells (18-11-DR & 18-28-DR), from 6,000 square feet to 9,000 square feet. The subject site is located in the southwest corner of 679 S Best Business Avenue (APN: R7880430102); Section 25, Township 2 North, Range 1 West.

**IV  
GENERAL PROJECT FACTS**

**4.1 Site History**

**4.1.1** The subject site is located within Shortline Park Subdivision No. 1; several of the previously approved metal shells have already been constructed.

**4.2 Surrounding Land Uses**

<b>North</b>	M-1	Light Manufacturing/Industrial – Kuna City
<b>South</b>	M-1	Light Manufacturing/Industrial – Kuna City
<b>East</b>	M-1	Light Manufacturing/Industrial – Kuna City
<b>West</b>	M-1	Ligh Manufacturing/Industrial – Kuna City

#### **4.3 Parcel Number, Parcel Size, Zoning**

**4.3.1** R7880430102

**4.3.2** 8.656 acres

**4.3.3** M-1 Light Industrial/Manufacturing

#### **4.4 Services**

Sanitary Sewer – City of Kuna

Potable Water – City of Kuna

Pressurized Irrigation – City of Kuna

Fire Protection – Kuna Rural Fire District

Police Protection – Kuna Police (Ada County Sheriff’s Office)

Sanitation Services – J&M Sanitation

#### **4.5 Existing Structures, Vegetation, and Natural Features**

**4.5.1** The sites topography is generally flat with a majority of the site improved with metal shell buildings and paved and striped parking areas, while the northern portion remains dirt with native vegetation.

#### **4.6 Environmental Issues**

**4.6.1** Apart from being within the Nitrate Priority Area, staff is not aware of any environmental issues, health or safety conflicts at this time.

### **V**

## **TRAFFIC AND CONNECTIVITY**

#### **5.1 Transportation/Connectivity**

**5.1** The subject site is accessed via an Ada County Highway District (ACHD) approved driveway from S Best Business Avenue. Interior site circulation remains adequate for Light Industrial/Manufacturing uses.

### **VI**

## **STAFF ANALYSIS**

**6.1** A single 6,000 square foot metal shell was approved via Case No. 18-11-DR and four (4) 6,000 square foot metal shells were approved via Case No. 18-28-DR; four (4) of the five (5) approved metal shells have been constructed. At this time, the Applicant has determined the fifth metal shell must be increased in size to 9,000 square feet, in order to properly accommodate storage needs for moving their dry-storage warehouse from Emerald Street in Boise to this new Kuna location.

The 9,000 square foot metal shell is to be constructed on the southwest corner of the subject site. A fire hydrant is located near the northwest corner of the proposed shell, and an existing storm drain is located approximately 45-feet south of the proposed metal shell.

A paved and striped parking area is proposed to face the north façade of the building, and offers eight (8) standard stalls and one (1) ADA accessible stall. A 25-foot-wide loading dock is also proposed on the northeast corner of the metal shell; this loading dock shall meet the requirements listed in KCC 5-9.

Proposed lighting for the metal shell consists of LED wall packs on the North and East side of the structure; these wall packs shall match those which have been previously approved and installed on previously constructed metal shells. Based upon the existing and this proposed additional lighting, staff finds lighting for the site to be adequate to ensure employee safety.

A 20-foot x 30-foot landscape island is proposed on the East side of the metal shell. Vegetation within this proposed landscape island and irrigation of the island shall meet the requirements set forth in KCC 5-17.

The metal siding, main building color and trim color is the same on all elevations; the main portion of the building, gutters and down spouts are a Light Stone color and the trim is in Green. The North elevation of the proposed metal shell contains a dark grey double man-door and a white overhead door for the unloading dock. The roof is also in the Light Stone color and has a side lap fastening system.

Per Public Works comments, (Exhibit 2.12), their staff can support this Design Review application after review of Civil design Drawings and the Applicant incorporating staff comments. Public Works staff requests a site utility layout be provided for review to determine how the proposed building will connect to existing utility lines.

Upon review, Staff has determined the Design Review Modification application generally complies Kuna City Code, Comprehensive Plan, Future Land Use Map, and Idaho Code. Staff recommends the Planning and Zoning Commission approve Case No. 22-15-DR, a request from MRS Properties, LLC, to increase one (1) of the previously approved metal shells (18-11-DR & 18-28-DR), from 6,000 square feet to 9,000 square feet, located at 679 S Best Business Avenue, with the Applicant being subject to the Conditions of Approval listed in Section VIII (8) of this report.

## 6.2 Applicable Standards

- 6.2.1 Kuna City Code Title 5, Chapter 4;
- 6.2.2 City of Kuna Comprehensive Plan;
- 6.2.3 Idaho Code Title 67, Chapter 65.

## VII PROPOSED FINDINGS OF FACT & CONCLUSIONS OF LAW

Based upon the record contained in Case No. 22-15-DR Modification, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, and the exhibits, the Planning and Zoning Commission hereby (*Approves/Conditionally Approves/Denies*) the Findings of Fact and Conclusions of Law, and Conditions of Approval for Case No. 22-15-DR, a request from MRS Properties, LLC, to increase one (1) of the previously approved metal shells (18-11-DR & 18-28-DR), from 6,000 square feet to 9,000 square feet, located at 679 S Best Business Avenue.

*If the Planning and Zoning Commission 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 The contents of the proposed Design Review Modification application *does/does not* contain all of the necessary requirements as listed in KCC 5-4-9: Design Review application required.

**Staff Finding:** *The Applicant has submitted a compete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements listed in KCC Title 5.*

7.2 Based on the evidence contained in Case No. 22-15-DR, the building design, including building mass, proportion of building, relationship of exterior materials, and relationship of openings in the building, this proposal generally *does/does not* comply with Kuna City Code.

**Staff Finding:** *Review by staff of the proposed Design Review modification confirms the proposed building is appropriate for the subject site.*

7.3 Based on the evidence contained in Case No. 22-15-DR, this proposal *does/does not* generally comply with the Comprehensive plan.

**Staff Finding:** *The Comprehensive Plan designates the subject site as Light Industrial/Manufacturing; the site is zoned M-1 (Light Industrial/Manufacturing) and has developed and continues to develop as such, with the applicable uses.*

7.4 The associated parking lot *does/does not* provide adequate parking for the proposed facility and its design *does/does not* provide safe access for pedestrians.

**Staff Finding:** *The fully paved and striped parking lot, including the provided number of standard and ADA accessible stalls, appears to be in compliance with KCC 5-9. Safe pedestrian access has been provided by an 8-foot-wide walkway immediately adjacent to the proposed metal shell.*

## VIII COMMISSIONS ORDER OF DECISION

*Note: The motion is for the Approval, Conditional Approval, or Denial of the Alternative Fence Compliance application. However, if the Planning and Zoning Commission wishes to Approve/Deny specific parts of the requests as detailed in the report, those changes must be specified.*

Based on the facts outlined in staff's report, case file, and discussion at the public meeting, the Planning and Zoning Commission of Kuna, Idaho (acting as Design Review Committee), hereby **Approves/Conditionally Approves/Denies** Case No. 22-15-DR, a request from MRS Properties, LLC, to increase one (1) of the previously approved metal shells (18-11-DR & 18-28-DR), from 6,000 square feet to 9,000 square feet, located at 679 S Best Business Avenue, subject to the following Conditions of Approval:

8.1 The Landowner/Applicant/Developer shall follow all requirements for sanitary sewer, potable water and pressurized irrigation connections, and all other requirements of the Kuna Public Works Department. Potable water shall not be used for irrigation purposes per KCC 6-4-2(B)(9).

8.2 The Landowner/Applicant/Developer shall obtain written approval of the construction plans from the agencies notes below; the approval may be either on agency letterhead referring to the approved use, or may be written or stamped upon a copy of the approved plans. *All site improvements are prohibited prior to approval of these agencies and the issuance of a building permit:*

- a. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the Civil Plan.
- b. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Kuna Rural Fire District is required.
- c. The city shall approve any modifications to the existing water, sewer or irrigation system.
- d. Approval from Ada County Highway District (impact fees), if any, shall be paid prior to

issuance of building permit(s).

- 8.3** Developer/Owner/Applicant shall provide a site utility plan to the Public Works Department for review and acceptance.
- 8.4** Developer/Owner/Applicant shall provide engineering certification on all final engineering drawings, as applicable.
- 8.5** Developer/Owner/Applicant shall provide a utility site layout showing proposed modifications to water/sewer/pressurized irrigation lines and how they connect to the proposed building, to Public Works prior to construction or building permit application.
- 8.6** If applicable, Fire Suppression shall be shown on all plans and approved by the Kuna Rural Fire District.
- 8.7** The Kuna Rural Fire District, or its representative, must approve fire access to the project before, during and after construction.
- 8.8** This development is subject to Architectural and Landscape compliance inspections prior to receiving a Certificate of Occupancy; compliance inspection fees shall be paid prior to requesting staff inspection.
- 8.9** 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 Planning and Zoning Commission, or seek amending them through the Design Review process.
- 8.10** 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. In addition, landscaping shall not be placed within 10-feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities, and must honor all vision triangles.
- 8.11** Developer/Owner/Applicant is hereby notified of Kuna's working hours. Construction of any kind shall only be conducted between 7:00 AM to 11:00 PM; noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 8.12** Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements, as applicable.
- 8.13** Developer/Owner/Applicant shall comply with all local, state and federal laws.

**DATED** this 10<sup>th</sup> day of May, 2022.



# Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://www.KunaCity.ID.gov)



**\*\*Office Use Only\*\***

File No.(s): 22-08-DR  
Project Name: 679 S Best Business Metal Shell DR Mod  
Date Received: 4.13.22  
Date Accepted as Complete: 4.27.22

Type of review requested (check all that apply):

<input type="checkbox"/>	Annexation & Zoning	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input checked="" type="checkbox"/>	Design Review <u>Mod</u>	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

**Owner of Record**

Name: Mike Smith, MRS Properties LLC  
Address: PO Box 100, Kuna, ID 83634  
Phone: \_\_\_\_\_ Email: mikes@spiidaho.com

**Applicant (Developer) Information**

Name: same  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Engineer/Representative Information**

Name: N/A  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Subject Property Information**

Site Address: 679 S Best Business Ave  
Nearest Major Cross Streets: stagecoach & Best Business

Parcel No.(s): R7880430102

Section, Township, Range: 2N1W25

Property Size: 8.65 acres

Current Land Use: Light man/Ind. Proposed Land Use: same

Current Zoning: M-1 Proposed Zoning: same

**Project Description**

Project Name: Best Business Park Shell Mod

General Description of Project: 1 of 5 previously approved metal shells to be increased from 3,000 SF to 9,000 SF.

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): \_\_\_\_\_

see pics

**Non-Residential Project Summary (If Applicable)**

Number of building lots: 1 Other lots: 0

Gross floor area square footage: 9,000 Existing (if applicable): \_\_\_\_\_

Building height: 16' Hours of Operation: \_\_\_\_\_

Total No. of Employees: 2 Max No. of Employees at one time: \_\_\_\_\_

No. of and ages of students: \_\_\_\_\_ Seating capacity: \_\_\_\_\_

**Proposed Parking**

ADA accessible spaces: 1 Dimensions: 8' X 19'

Regular parking spaces: 8 Dimensions: 8' X 19'

Width of driveway aisle: existing

Proposed lighting: exterior wall mounted to match rest of development

Is lighting "Dark Sky" compliant? YES NO

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

privacy slats on chain link fence

Applicant Signature: [Signature] Date: 4.13.22

*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](mailto:pzapplications@kunaid.gov). A link will be provided to you for application attachments to be uploaded to the cloud.**

# DESIGN REVIEW APPLICATION

PO Box 13 | 751 W 4<sup>th</sup> Street | Kuna, ID 83634  
(208) 922-5274 | [www.KunaCity.ID.gov](http://www.KunaCity.ID.gov)



**\*\*Office Use Only\*\***

Case No(s).: 22-08-DR  
 Project Name: 679 S Best Business Metal Shell DR Mod  
 Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by Staff  
 Date Received: 4.13.22  
 Date Accepted as Complete: 4.27.22

The City of Kuna has adopted a Design Review Overlay District whose purpose is to make Kuna a pleasant and comfortable place to live and work. This Design Review process is based on standards and guidelines found in Kuna City Code 5-4. The Design Overlay District includes all of Kuna City Limits.

Design Review includes, but is not limited to:

- Commercial
- Industrial
- Institutional
- Office
- Multi-family Residential
- Common Areas
- Proposed Conversions
- Proposed changes in land and/or building use
- Exterior Remodeling/Restoration
- Enlargement or Expansion of existing buildings or sites

**Application shall contain one (1) copy of the following (digital documents preferred):**

- ✓✗ • Complete Planning & Zoning Application Coversheet
- ✗ • Complete Design Review 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 and how the project complies with Design Review standards.
- ✓✗ • Vicinity Map: 8.5" x 11" at 1" = 300' scale (or similar). Label the location of the property and adjacent streets.
- ✓✗ • Aerial Map: 8.5" x 11" color photo depicting proposed site, street names, and surrounding area within 500'.
- ✓✗ • Recorded Warranty Deed
  - Affidavit of Legal Interest if the individual submitting the application is not the property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.*)
- ✓✗ • Color rendering and material sample(s) specifically noting where each color and material is to be located on the structure. (*PDF or photo of materials acceptable.*)
- ✓✗ • Detailed Plans: Site Plan; Landscape Plan; Drainage Plan; and Elevations.

## Detailed Site Plan Requirements

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Property Lines
- Existing structures – Identify those which are relocated or removed
- On-site and adjoining streets, alleys, private drives and rights-of-way
- Drainage location and method of on-site retention/detention
- Location of public restrooms
- Existing and/or proposed utility services; any above ground utility structures and provide their location
- Location and width of easements, canals and drainage ditches
- Location and dimensions of off-street parking
- Location and size of any loading areas, docks, ramps and vehicle storage or service areas
- Location of trash storage areas and exterior mechanical equipment; provide proposed method of screening
- Sign locations (*A separate Sign Application must be submitted; this is a Staff level review.*)
- On-site transportation circulation plan for motor vehicles, pedestrians and bicycles
- Locations and uses of all Open Spaces (*if applicable*)
- Location, types and sizes of sound and visual buffers (*all buffers must be located outside the public rights-of-way.*)
- Parking layout including spaces, driveways, curbs, cuts, circulation patterns, pedestrian walks and vision triangles
- Location and designation of subdivision lines (*if applicable*), property lines, and rights-of-way
- Location of walls and fences; provide their height and material of construction
- Roofline and foundation plan of building and location onsite

## Landscape Plan

The Landscape Plan need to be drawn by the Project Architect, Professional Landscape Architect, Landscape Designer, or qualified Nurseryman for developments possessing more than twelve thousand (12,000) square feet of private land. The Landscape Plan must be colored and drawn to a scale no smaller than 1" = 30', unless otherwise approved. The Planning & Zoning Director may require the preparation of a landscape plan for smaller developments by one of the noted individuals, if the lot(s) have unique attributes. (*See Kuna City Code 5-17 Landscaping Requirements*)

- Name of plan preparer with contact information
- Name of project and date
- North arrow
- Boundaries, property lines and dimensions
- Location and design of areas to be landscaped
- Location and labels for all proposed plants
- Existing vegetation identified by species & sizes, and if they are proposed to be relocated or removed (*Retention of existing trees required, see Kuna City Code 5-17-4*)
- Plant lists or schedules with the botanical common name, quantity, and spacing as well as the size of all proposed landscape materials at time of planting
- Location of automatic, underground irrigation systems (*See Kuna City Code 5-17-11*)
- Clearly identify pressurized irrigation lines and underground water storage

- Location, description, materials, and cross-sections of special features, including berming, retaining walls, hedges, fences, fountains, street/pathway furniture, etc.
- Sign locations (a separate sign application must be submitted)
- Locations of open spaces (*if applicable*)
- Parking areas
- Location and designations of all sidewalks
- Engineered Grading and Drainage Plans: A generalized drainage plan showing direction drainage with proposed on-site retention. Upon submission of building/construction plans for an approved Design Review application, a detailed site grading and drainage plan prepared by a registered professional engineer (PE), shall be submitted to the City for review and approval by the City Engineer.

**Building Elevations**

- Detailed elevation plans, in color, of each side of any proposed building(s) or addition(s). Label associated elevations with North, South, East, West
- Color renderings of all proposed building materials and indication where each material and color application are to be located, in PDF or JPEG format.
- Screening of mechanical equipment
- Provide a cross-section of the building showing any rooftop mechanical units and their roof placement
- Detailed trash enclosure elevation plans showing the materials to be used in construction

**Lighting Plan**

*See Plans*

- Exterior lighting, including detailed cut sheets and photometric plan (*pedestrian, vehicle, security, decoration, etc.*)
- Types and wattage of all light fixtures. (*NOTE: Lighting fixtures shall comply with "Dark Sky" policies.*)
- Placement of all light fixtures shown on elevations and landscaping plans

**Owner Information**

Name: A.R.S. Properties Michael R Smith  
 Address: 679 S. Best Business Ave Kuna ID 83634  
 Phone: 208-484-9171 Email: MikeS@SPIIdaho.com

**Applicant Information**

Name: MILIE LINDLY  
 Address: 174 E 2<sup>ND</sup> KUNA ID 83634  
 Phone: 208-206-5782 Email: KUNApit@gmail.com

**Engineer/Representative**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_



**Exterior Building Materials and Colors**

	Material	Color
Roof:	metal	Silver
Walls: (include percentage of wall coverage of each material)	metal	Tan
	Trim	Blue
% of Wood Application:		
% EIFS: (Exterior Insulation Finish System)		
% Masonry:		
% Face Block:		
% Stucco:		
Other:		
Windows/Doors:		
Soffits and Fascia:		
Trim, etc.:		

**Mechanical Units**

Please identify mechanical unit(s) size and placement: None, only internal hanging heaters

Proposed screening method? \_\_\_\_\_

**Trash Enclosures**

Please identify trash enclosure location, size, and construction materials: At main warehouse

**Irrigation Ditches/Canals**

Are there any irrigation ditches/canals on or adjacent to the property?  YES  NO

If Yes, what is the name of the irrigation/drainage provider? \_\_\_\_\_

What is the proposed method of on-site drainage retention/detention? \_\_\_\_\_

existing driveway to south

**Fencing**

Is there any existing fencing that will remain?  YES  NO

If Yes, what is the fencing material, size and location? chain links with privacy slats

What is the fencing material for all new fencing? \_\_\_\_\_

The City has regulations for fences, walls, and hedges (see Kuna City Code 5-5-5). A fence permit must be acquired prior to installation of any fencing; a permit cannot be acquired until Design Review Application approval/denial.

**Building Coverage**

see plans

% of site devoted to building coverage?		
% of site devoted to landscaping? (Include landscaped rights-of-way)		Square Footage:
% of site that is hard surface? (paving, driveways, walkways)		Square Footage:
% of site devoted to other uses:		Describe:

**Landscaping**

Please provide dimensions of landscaped areas within public rights-of-way: \_\_\_\_\_

20' x 30' see plans

Are there any existing trees of 4" or greater in caliper on the property?  YES  NO

If Yes, what type, size and general location? (Please indicate location on site plan. NOTE: It is the city's goal to preserve such trees.)

front of private property

**Dock Loading Facilities**

Will there be any dock loading facilities?  YES  NO (If Yes, please continue; if No, please skip this section.)

No. of dock loading facilities and their location: 1 on Northeast of

building

What is the proposed method of screening? private screening existing

**Pedestrian Amenities**

Are there any proposed pedestrian amenities? (i.e. bike racks, trash receptacles, drinking fountains, benches, etc.)  YES  NO

If Yes, please indicate type, number of each type: \_\_\_\_\_

**Parking**

Total number of parking spaces? 8 Dimensions? 8' x 19'

Total number of ADA accessible spaces? 1 Dimensions? 8' x 19' with 8' Accesses

Total number of compact spaces (8' x 17')? \_\_\_\_\_

**Miscellaneous**

Will you be proposing setbacks different than those found in KCC 5-3-3? YES NO

If YES, please provide setbacks below, in feet:

Front: \_\_\_\_\_ Rear: \_\_\_\_\_ Side: \_\_\_\_\_ Side: \_\_\_\_\_

Is any portion of the property subject to flooding conditions? YES NO

*The Ada County Highway District (ACHD) may also conduct a public meeting regarding this application. If you have questions about the meeting date, the traffic that this development may generate or the impact of that traffic on streets in the area, please contact ACHD at (208) 387-6170. In order to expedite your request, please have ready the file number indicated.*

Applicant Signature:  Date: MARCH 28

**Additional Information**

Please indicate/explain/provide any additional information deemed relevant to this application:

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# MRS Properties LLC

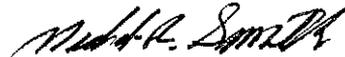
P.O. Box 100 | Kuna, ID 83634  
Phone: (208) 922-5446 | Fax (208) 922-5766

Date:4/12/22

To: Whom it may concern.

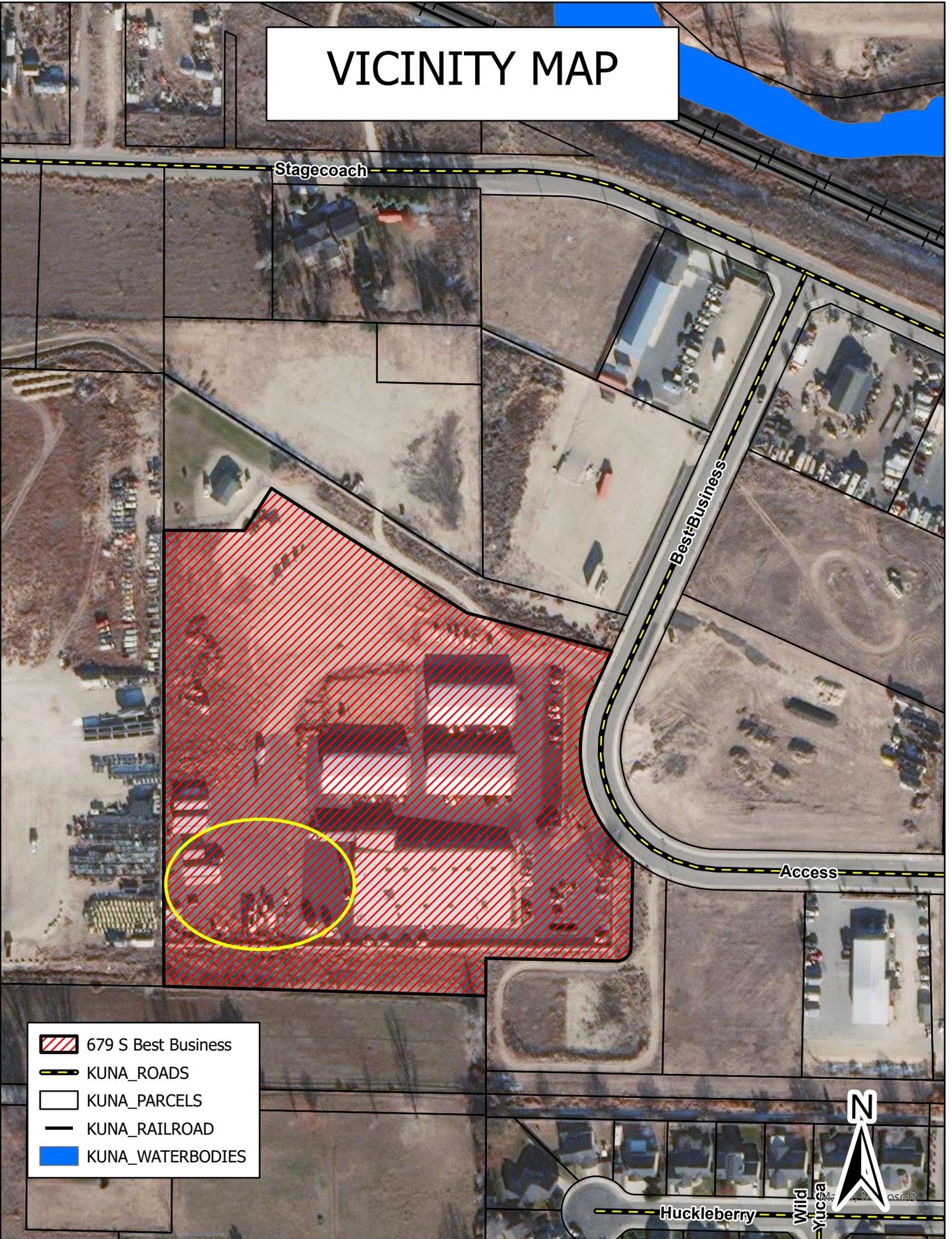
RE: Building #5 In Best Business Industrial Park.

At our previous presentation to Kuna Planning & Zoning we had indicated that we wanted to add 6 buildings at 6000 sf ea. We have built 4 but at this time would like to change our next addition to 9000sf. We are going to keep this building for our own use for the purpose of moving our Emerald Street warehouse currently operating in Boise to Kuna. This saves us a considerable amount of money and enables us to keep the warehouse employees here in Kuna as opposed to commuting to Boise. FYI the previous 4 buildings created 15 new companies in Kuna representing around 100 jobs.



Thanks for all your help. Michael.R.Smith.

# VICINITY MAP



-  679 S Best Business
-  KUNA\_ROADS
-  KUNA\_PARCELS
-  KUNA\_RAILROAD
-  KUNA\_WATERBODIES



Huckleberry

Wild  
Yucca

asoft

# Aerial Map



**RECORDATION REQUESTED BY:**

First Interstate Bank  
Caldwell Kimball Ave  
620 S Kimball Ave  
Caldwell, ID 83605

**WHEN RECORDED MAIL TO:**

First Interstate Bank  
Caldwell Kimball Ave  
620 S Kimball Ave  
Caldwell, ID 83605

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**DEED OF TRUST**

**THIS DEED OF TRUST is dated May 3, 2019, among MRS Properties, LLC, an Idaho Limited Liability Company whose address is 679 S Best Business Ave, KUNA, ID 83634 ("Grantor"); First Interstate Bank, whose address is Caldwell Kimball Ave, 620 S Kimball Ave, Caldwell, ID 83605 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Pioneer Title Company, whose address is 8151 W Rifleman Street, Boise, ID 83704 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ADA County, State of Idaho:

Lot 4 in Block 2 of Shortline Park No. 1, according to the plat thereof, Filed in Book 84 of Plats at Pages 9252 and 9253, and as amended by Affidavit recorded as Instrument No. 2017-061867, records of Ada County, Idaho.

**EXCEPT** that portion thereof described as follows:

Beginning at a 5/8 inch diameter iron pin marking the Northerly corner of said Lot 4;  
Thence South 58 degrees 01'22" East along the Northeasterly boundary of said Lot 4 a distance of 543.35 feet to a 5/8 inch diameter iron pin;  
Thence continuing along said Northeasterly boundary South 75 degrees 52'59" East a distance of 212.85 feet to a 1/2 inch diameter iron pin marking the Northeasterly corner of said Lot 4;  
Thence South 23 degrees 54'17" West along the Easterly boundary of said Lot 4 a distance of 56.83 feet to a 1/2 inch diameter iron pin;  
Thence leaving said Easterly boundary North 75 degrees 52'59" West a distance of 211.99 feet to a 1/2 inch diameter iron pin;  
Thence North 58 degrees 01'22" West a distance of 333.30 feet to a 1/2 inch diameter iron pin;  
Thence South 31 degrees 58'38" West a distance of 72.11 feet to a 1/2 inch diameter iron pin;  
Thence South 89 degrees 26'38" West a distance of 115.61 feet to a 1/2 inch diameter iron pin on the Westerly boundary of said Lot 4;  
Thence North 0 degrees 33'22" West along said Westerly boundary a distance of 225.70 feet to the POINT OF BEGINNING.

**The Real Property or its address is commonly known as 679 South Best Business Avenue, Kuna, ID 83634.**

**CROSS-COLLATERALIZATION.** In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. **THE REAL PROPERTY IS NOT MORE THAN EIGHTY (80) ACRES AND IS NOT PRINCIPALLY USED FOR THE AGRICULTURAL PRODUCTION OF CROPS, LIVESTOCK, DAIRY OR AQUATIC GOODS, OR IS NOT MORE THAN FORTY (40) ACRES REGARDLESS OF USE, OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.**

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of

the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Idaho law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$10,000. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a

manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

**Existing Lien.** The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Other Defaults.** Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Notice of Default.** In the Event of Default Lender shall execute or cause the Trustee to execute a written notice of such default and of Lender's election to cause the Property to be sold to satisfy the Indebtedness, and shall cause such notice to be recorded in the office of the recorder of each county wherein the Real Property, or any part thereof, is situated.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a

receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Notice of sale having been given as then required by law, and not less than the time required by law having elapsed, Trustee, without demand on Grantor, shall sell the property at the time and place fixed by it in the notice of sale at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser his or her deed conveying the Property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable attorneys' fees, including those in connection with the sale, Trustee shall apply proceeds of sale to payment of (a) all sums expended under this Deed of Trust, not then repaid with interest thereon as provided in this Deed of Trust; (b) all Indebtedness secured hereby; and (c) the remainder, if any, to the person or persons legally entitled thereto.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of ADA County, State of Idaho. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**ILLEGAL ACTIVITY/FORFEITURE.** Grantor represents and warrants to Lender that: (a) No portion of the Property has been or will be purchased, improved, equipped or furnished with proceeds of any illegal activity (whether under local, state or federal law) and to the best of Borrower's knowledge, there are no illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana), and (b) There has not been and shall never be committed by Borrower or any other person in occupancy of or involved with the operation or use of the Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Property or any part thereof or any monies paid in performance of Borrower's obligations under this Agreement, the Note, the Security Instrument or the other Loan Documents. Borrower hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture. Borrower also hereby covenants and agrees that it shall not commit, permit or suffer to exist any illegal activities or activities relating to controlled substances at the Property (including, without limitation, any growing, distributing, processing, storing and/or dispensing of marijuana).

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Idaho without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Idaho.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Canyon County, State of Idaho.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means First Interstate Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means MRS Properties, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

**Grantor.** The word "Grantor" means MRS Properties, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

**Lender.** The word "Lender" means First Interstate Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated May 3, 2019, in the original principal amount of \$470,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is May 15, 2029. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Pioneer Title Company, whose address is 8151 W Rilleman Street, Boise, ID 83704 and any substitute or successor trustees.



# NEW BUILDING FOR MRS PROPERTIES

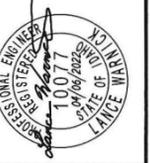
LOCATED IN A PORTION OF THE SE 1/4 OF THE NW 1/4  
OF SECTION 25, T.2N, R.1W, BOISE MERIDIAN  
CITY OF KUNA, ADA COUNTY, IDAHO

**NOTES**

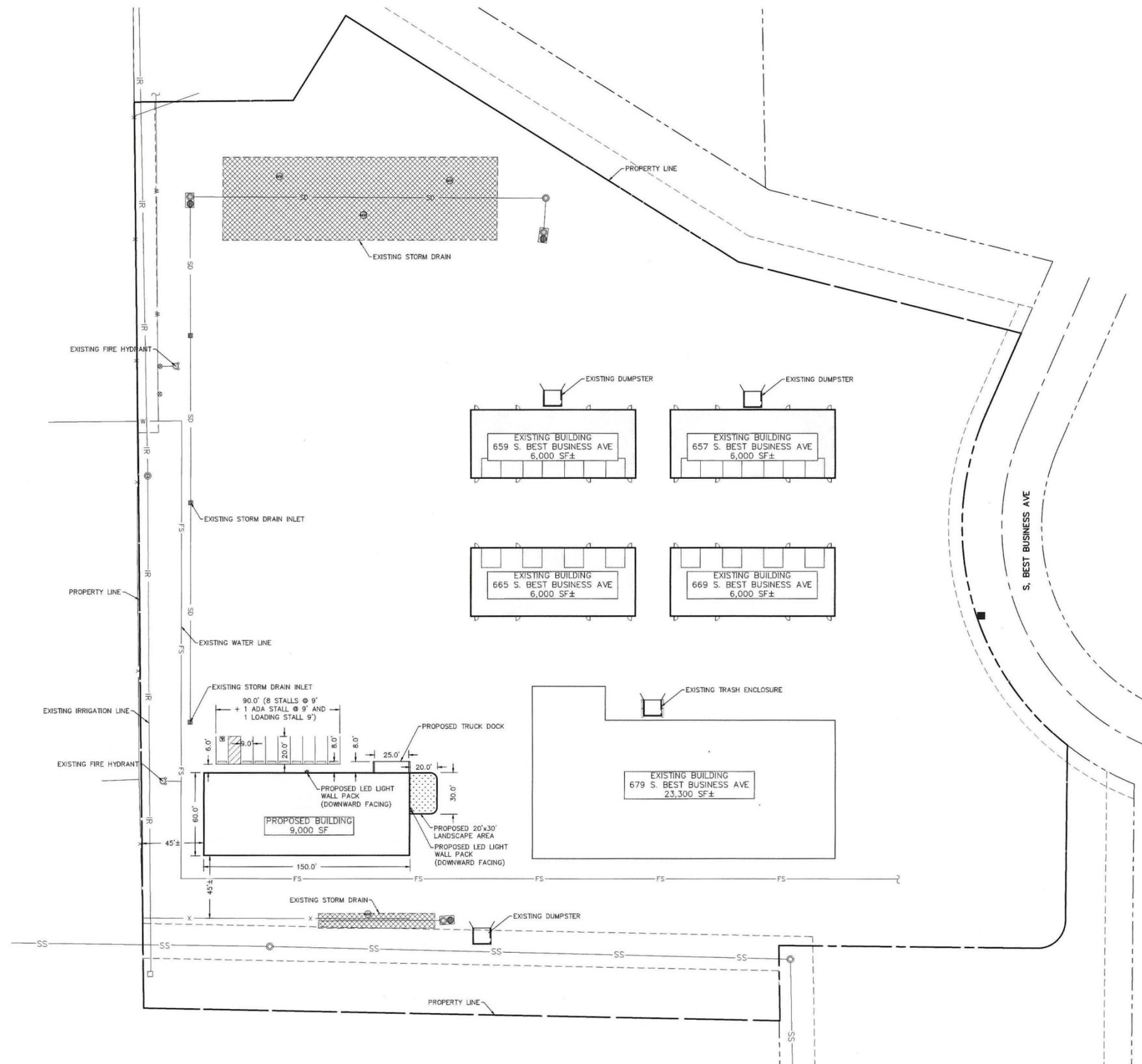
1. THIS CONCEPT PLAN IS INTENDED TO SHOW THE APPROXIMATE LOCATION OF THE EXISTING BUILDINGS AND PROPOSED LOCATIONS OF A NEW BUILDING. THIS IS NOT INTENDED TO BE A PLAN USED FOR CONSTRUCTION.
2. CONTRACTOR SHALL WORK WITH SURVEYOR TO IDENTIFY ALL EXISTING PROPERTY LINES AND EASEMENTS THAT MAY IMPACT BUILDING LOCATIONS, PRIOR TO BEGINNING CONSTRUCTION.
3. CONTRACTOR SHALL PROTECT ALL SURVEY MONUMENTS ENCOUNTERED DURING CONSTRUCTION. ANY MONUMENT DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE REPLACED BY A PROFESSIONAL LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL COMPLY WITH IDAHO CODE CHAPTER 22, TITLE 55 REGARDING UNDERGROUND FACILITIES DAMAGE PREVENTION. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES. CALL DIGLINE, INC. 48 HOURS BEFORE COMMENCING ANY UNDERGROUND WORK, AT 811 OR 800-342-1885

**REVISIONS**

A	01/19/22	-	CONCEPT
B	04/06/22	-	CITY



**DEVELOPER**  
MRS PROPERTIES, LLC  
679 S. BEST BUSINESS AVE  
KUNA, ID 83634  
CONTACT: MIKE SMITH  
208-484-9171



**SITE INFORMATION**

PROJECT:	NEW BUILDING FOR MRS PROPERTIES
PROPERTY:	679 E. ACCESS ST KUNA, IDAHO 83634
PARCEL NO.:	R7880430102
LEGAL:	A PORTION OF LOT 4, BLOCK 2 OF SHORTLINE PARK NO. 2 SUBDIVISION LOCATED IN A PORTION OF THE S 1/4 OF THE NW 1/4 OF SECTION 25, T.2N, R.1W, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.
ZONING:	M-1
PROPERTY SIZE:	8.656 ACRES
BUILDING:	BUILDING SIZE: 9,000 SF±
COVERAGE:	2.3% OF SITE WILL BE COVERED BY THIS BUILDING 14.9% OF SITE WILL BE COVERED BY THE EXISTING AND PROPOSED BUILDING
PARKING:	8 REGULAR STALLS 1 ADA STALL 9 TOTAL (1 SPACE / 1,000 SF)
SETBACKS:	WEST (SIDE): 45' SOUTH (REAR): 45'

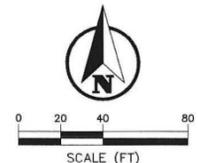
**NEW BUILDING FOR MRS PROPERTIES**  
679 BEST BUSINESS AVE  
KUNA, IDAHO 83634

<b>DRAWN</b>	TCW	<b>SCALE</b>	SHOWN
<b>CHECKED</b>	LBW	<b>REVISION</b>	B
<b>DATE</b>	04/06/2022		

**PROJECT**  
22020

**NEW BUILDING FOR MRS PROPERTIES**  
SITE PLAN

**SHEET**  
**C1.1**  
1 of 1



P:\2022\22020\Drawings\Civil\PerB\220200\_C1.1.dwg - Apr 06, 2022 - 3:12pm - Thayne

**SUBJECT SITE**



WEST ELEVATION



EAST ELEVATION



**SOUTH ELEVATION**



**NORTH ELEVATION**





White



Galvalume



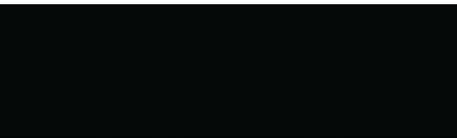
Light Gray



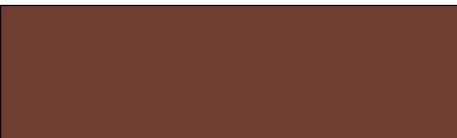
Charcoal



Burnished Slate\*\*



Black



Brown



Tan



*Freedom Steel Structures*

# Color Chart

\*\* Premium Colors



Crimson\*\*



Barn Red



Burgandy



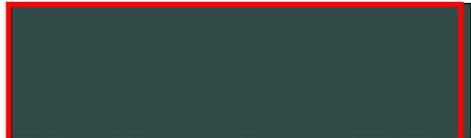
Light Stone



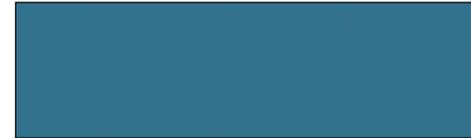
Clay



Ivory



Green



Ocean Blue



**3GM 20 Year Limited Warranty**

Colored screws available  
at 2% of building cost



# KUNA RURAL FIRE DISTRICT

EST. 1951

150 W BOISE ST  
PO Box 607  
Kuna, ID 83634  
PHONE: (208) 922-1144  
FAX: (208) 922-1982

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**Date:** 4/27/2022  
**From:** Kuna Rural Fire District

**Regarding:** Agency Comments Design Review  
22-15-DR  
Existing Building SHELL Addition  
679 S Best Business Access  
Kuna, ID 83634

## Agency Comments:

The Fire District can support approval for the application to increase the current building area of the existing 6,000 sqft. commercial structure with an additional 3,000 sqft. under the following conditions:

1. The existing fire department vehicle access roadways will be made to comply with current Idaho Fire Code providing for a minimum 20 feet unobstructed clear width around the entire structure and include turning radii meeting a 28' inside and 48' outside for apparatus to safely maneuver through the property. This includes the south and east sides of the existing building.
2. Existing fire hydrants are confirmed to provide the minimum required fire flow as required by the Idaho Fire Code appendix "B", or not less than 1,500 gpm. Qualifying fire hydrants shall be located along the approved fire access roadways serving the proposed structure.
3. Any existing fire protection systems shall be extended and/or modified to protect the new constructed additions of the commercial structure. Existing occupied portions of the commercial facility shall continue to be protected with automatic fire protection during construction.

Regards,

Kuna Rural Fire District  
[scott@fccnwi.com](mailto:scott@fccnwi.com)  
Kuna, ID 83634  
1.208.922.1144



CITY OF KUNA  
P.O. BOX 13  
KUNA, ID 83634  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

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

Brady Barroso  
Engineering Technician I

## DESIGN REVIEW MEMORANDUM

**To:** Doug Hanson - Planning and Zoning Director  
**From:** Brady Barroso - Engineering Technician I  
Catherine Feistner - Assistant City Engineer  
**Date:** 4 May 2022  
**RE:** Public Works Comments  
Best Business Shell Modification – 22-15-DR (Design Review)

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The Best Business property, 22-15-DR, design review request dated 27 April 2022 has been reviewed. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received by [PWoffice@kunaid.gov](mailto:PWoffice@kunaid.gov).

Public Works staff must review the civil site plan prior to applying for a building permit. After the applicant incorporates any comments from Public Works staff, Public Works Staff can support this design review.

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

### 1) Inspection & Fees

- a) Public Works utility connection fees will need to be paid. Additional costs may be incurred at the time of the building permit dependent on a fixture count analysis.
- 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 Kuna Rural Fire District's fees can be found on their website. *Payment is due and payable prior to the pre-construction meeting.*

### 2) General

- a) Provide a utility site layout to the Public Works Department prior to applying for a building permit.
- b) Sufficient fire access is required per Kuna Rural Fire District (KRFD).
- c) Provide engineering certification on all final engineering drawings as applicable.
- d) City's building official must review and approve all building plans.
- e) Fire suppression must be shown and approved by Kuna Rural Fire District (KRFD). Additional fire flow and/or a sprinkler connection may be required to provide adequate fire suppression.

### 3) Right-of-Way

- a) The Design Review does not affect existing Right-of-Way.

### 4) Sanitary Sewer Connection

- a) This project is not connected to City services and it is unclear if/how it plans to connect.
- b) Provide a utility site layout to Public Works Department showing the location of the existing/additional sewer service. The closest possible connection to sewer is directly to the south of the proposed building.
- c) All sewer infrastructure must meet or exceed City of Kuna requirements.
- d) Sewer connection fees apply to each lot containing a facility.

### 5) Potable Water Connection

- a) This project is not connected to City services and it is unclear if/how it plans to connect.
- b) Provide a utility site layout to Public Works Department showing the location of the existing/additional water service. The closest possible connection to water is directly to the south of the proposed building.
- c) The KRFD Deputy Fire Marshal, or KRFD representative, must approve fire access to the project before, during, and after construction.
- d) Fire suppression shall be approved by KRFD.
- e) All water infrastructure must meet or exceed City of Kuna requirements.
- f) Water connection fees apply to each lot containing a facility.

### 6) Pressurized Irrigation

- a) This project is not connected to City services and it is unclear if/how it plans to connect.
- b) Provide a utility site layout to Public Works Department showing the location of the existing/additional pressure irrigation service.
- c) Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
- d) All pressurized irrigation infrastructure must meet or exceed City of Kuna requirements.
- e) Pressurized irrigation connection fees apply to each lot containing a facility.

### 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) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
- c) 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.
- 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.*

- e) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.

**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 as-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

**9) Exhibits**

- a) No maps are included to support Public Works comments.