



OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Matt Biggs, Council Member
John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, January 03, 2023

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

2. Invocation

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda: ACTION ITEMS

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

A. Regular City Council Meeting Minutes Dated December 20, 2022

B. Accounts Payable Dated December 28, 2022, in the amount of \$733,669.59

C. Resolutions

1. Resolution R01-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DATUM CONSTRUCTION FOR ARBY’S FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R02-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 5 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk’s Office at (208) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

3. Resolution R03-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 5 FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R04-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN SUBDIVISION NO. 3 FOR UNCOMPLETED WORK FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R05-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution R06-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN SUBDIVISION NO. 3 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.

City Council members may ask questions throughout the public hearing process.

Once the public hearing is closed, no further testimony or comments are heard.

City Council may move to continue the application to a future meeting or approve or deny the application.

- A.** Consideration to approve Case Nos. 22-01-CPM (Comprehensive Plan Map Amendment) 22-03-ZC (Rezone), 22-02-S (Preliminary Plat) – Mark Hampton, requests approval to Amend the Comprehensive Plan Map (FLUM) from Commercial to High Density Residential (HDR), and to Rezone a combined approx.. 8.93 total acres from R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial) to R-20 (HDR); and approx.. 2.88 acres from R-6 to the C-1 zone; and requests Preliminary Plat approval to subdivide the same land into 2 buildable lots, in Section 24, Township 2 North, Range 1 West (APN; S1324110095). – Troy Behunin, Senior Planner **ACTION ITEM**

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A. Election of Council President for 2023. ACTION ITEMS

- B. Consideration to propose Idaho Development Impact Fee Act amendments to the state legislature that would authorize school district impact fees. Marc J. Bybee, City Attorney
ACTION ITEM

8. Ordinances:

9. Executive Session:

9. Mayor/Council Announcements:

10. Adjournment:

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Chris Bruce, Council Member
 Matt Biggs, Council Member
 John Laraway, Council Member

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

City Council Meeting
MINUTES
Tuesday, December 20, 2022

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

(Timestamp 00:00:07)

COUNCIL MEMBERS PRESENT:

Mayor Joe Stear
 Council President McPherson
 Council Member Chris Bruce
 Council Member Matt Biggs
 Council Member John Laraway - Absent

CITY STAFF PRESENT:

Marc Bybee, City Attorney
 Chris Engels, City Clerk
 Jared Empey, City Treasurer
 Mike Fratusco, Kuna Police Chief
 Doug Hanson, P & Z Director
 Bobby Withrow, Parks Director - Absent
 Morgan Treasure, Economic Development Director
 Paul Stevens, City Engineer - Absent
 Nancy Stauffer, Human Resource Director
 Jessica Reid, Associate Planner

2. Invocation**3. Pledge of Allegiance: Mayor Stear**

(Timestamp 00:00:19)

4. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:00:39)

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- A. Regular City Council Meeting Minutes Dated December 06, 2022
- B. Accounts Payable Dated December 15, 2022, in the amount of \$534,630.43
- C. Resolutions

- 1. Resolution R94-2022

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE SCOPE OF WORK WITH T.O. ENGINEERS AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Motion To: Approve the Consent Agenda
Motion By: Council President McPherson
Motion Seconded: Council Member Biggs
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members, Bruce, McPherson
Voting No: None
Absent: Laraway
Motion Passed: 3-0-1

5. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.

City Council members may ask questions throughout the public hearing process.

Once the public hearing is closed, no further testimony or comments are heard.

City Council may move to continue the application to a future meeting or approve or deny the application.

(Timestamp 00:01:18)

- A. Consideration to approve Case Nos. 22-06-S (Preliminary Plat) – SH69 North33, LLC, requests Preliminary Plat approval in order to subdivide approx. 24.56 acres into 74 total lots (53 Residential Lots, 10 Commercial Lots and 11 Common lots). The subject site is located at 1925 N Meridian Rd, Section 13 Township 2 North, Range 1 West, Boise Meridian, (APN: S1313449905). Troy Behunin, Senior Planner **ACTION ITEM**

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

T.J. Ackesman (SP), Applicant reviewed the application and stood for questions.

James Murphy, Kuna Resident, testified neutral of the project.

Danielle Horras, Kuna School District, testified in opposition of the project.

T.J. Ackesman (SP) responded to James Murphy's concerns.

Vincent Cavanaugh, Owner of Castle Gardens testified neutral in the project.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close Evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: McPherson, Biggs, Bruce

Voting No: None

Absent: Laraway

Motion Passed: 3-0-1

Motion To: Approve Case No. 22-06-S (Preliminary Plat)

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: McPherson, Biggs, Bruce

Voting No: None

Absent: Laraway

Motion Passed: 3-1-0

B. Case Nos. 22-01-CPM (Comprehensive Plan Map Amendment) 22-03-ZC (Rezone), 22-02-S (Preliminary Plat) – Mark Hampton, requests approval to Amend the Comprehensive Plan Map (FLUM) from Commercial to High Density Residential (HDR), and to Rezone a combined approx. 8.93 total acres from R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial) to R-20 (HDR); and approx. 2.88 ac. From R-6 to the C-1 zone; and requests Preliminary Plat approval to subdivide the same lands into 2 buildable lots, in Section 24, Township 2 North, Range 1 West (APN; S1324110095). Troy Behunin, Senior Planner. **ACTION ITEM** – *The applicant has requested this item be tabled to a date certain, of January 3, 2023.*

(Timestamp 00:29:13)

Motion To: Table Case Nos. 22-01-CPM, 22-03-ZC, 22-02-S until January 3, 2023

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: McPherson, Biggs, Bruce

Voting No: Laraway

Absent: None

Motion Passed: 3-1-0

7. Business Items:

8. Ordinances:

9. Executive Session:

9. Mayor/Council Announcements:

10. Adjournment: 6:35 pm

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 01.03.2022*

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17427		<u>SHOP RENT FOR JANUARY 2023-PARKS</u>	12/15/2022	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	12/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17427		<u>SHOP RENT FOR JANUARY 2023-WATER</u>	12/15/2022	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	12/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17427		<u>SHOP RENT FOR JANUARY 2023-SEWER</u>	12/15/2022	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	12/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17427		<u>SHOP RENT FOR JANUARY 2023-PI</u>	12/15/2022	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	12/22		
Total 17427:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	12272022ACP		<u>PROSECUTORIAL SERVICES FOR JANUARY 2023</u>	12/27/2022	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	12/22		
Total 12272022ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	108656		<u>SHERIFF POLICE SERVICES FOR DECEMBER, '22</u>	12/12/2022	283,562.00	283,562.00	01-6000 LAW ENFORCEMENT SERVICES	0	12/22	12/23/2022	
Total 108656:						283,562.00	283,562.00					
Total ADA COUNTY SHERIFF'S OFFICE:						283,562.00	283,562.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	34623		<u>QUARTERLY MAINTENANCE CHARGES FOR 10/1/22-09/30/23 - ADMIN</u>	12/01/2022	94.08	.00	01-6255 TELEPHONE	0	12/22		
1566	ADVANCED COMMUNICATIONS, INC.	34623		<u>QUARTERLY MAINTENANCE CHARGES FOR 10/1/22-09/30/23 - WATER</u>	12/01/2022	87.36	.00	20-6255 TELEPHONE EXPENSE	0	12/22		
1566	ADVANCED COMMUNICATIONS, INC.	34623		<u>QUARTERLY MAINTENANCE CHARGES FOR 10/1/22-09/30/23 - SEWER</u>	12/01/2022	87.36	.00	21-6255 TELEPHONE EXPENSE	0	12/22		
1566	ADVANCED COMMUNICATIONS, INC.	34623		<u>QUARTERLY MAINTENANCE CHARGES FOR 10/1/22-09/30/23 - P.I</u>	12/01/2022	33.60	.00	25-6255 TELEPHONE EXPENSE	0	12/22		
1566	ADVANCED COMMUNICATIONS, INC.	34623		<u>QUARTERLY MAINTENANCE CHARGES FOR 10/1/22-09/30/23 - P & Z</u>	12/01/2022	33.60	.00	01-6255 TELEPHONE	1003	12/22		
Total 34623:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-121322		<u>EMPLOYEE DRUG SCREEN, B. REED, DEC. '22</u>	12/13/2022	25.00	25.00	01-5950 TEAM BUILDING, ONBOARDING	0	12/22	12/23/2022	
Total 8773-121322:						25.00	25.00					
Total ALLIANCE MEDICAL GROUP LLC:						25.00	25.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	803381		<u>TELEPHONE, DATA AND NETWORK SERVICES , 12/01-12/31/22-ADMIN</u>	12/01/2022	380.46	380.46	01-6255 TELEPHONE	0	12/22	12/16/2022	
1411	ALLSTREAM BUSINESS US, INC	803381		<u>TELEPHONE, DATA AND NETWORK SERVICES , 12/01-12/31/22-WATER</u>	12/01/2022	353.28	353.28	20-6255 TELEPHONE EXPENSE	0	12/22	12/16/2022	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1411	ALLSTREAM BUSINESS US, INC	803381		<u>TELEPHONE, DATA AND NETWORK SERVICES, 12/01-12/31/22-SEWER</u>	12/01/2022	353.28	353.28	21-6255 TELEPHONE EXPENSE	0	12/22	12/16/2022	
1411	ALLSTREAM BUSINESS US, INC	803381		<u>TELEPHONE, DATA AND NETWORK SERVICES, 12/01-12/31/22-PI</u>	12/01/2022	135.88	135.88	25-6255 TELEPHONE EXPENSE	0	12/22	12/16/2022	
1411	ALLSTREAM BUSINESS US, INC	803381		<u>TELEPHONE, DATA AND NETWORK SERVICES, 12/01-12/31/22-P&Z</u>	12/01/2022	135.89	135.89	01-6255 TELEPHONE	1003	12/22	12/16/2022	
Total 803381:						1,358.79	1,358.79					
Total ALLSTREAM BUSINESS US, INC:						1,358.79	1,358.79					
ALPINE OFFICE PRODUCTS												
2118	ALPINE OFFICE PRODUCTS	WO-12629-2		<u>MINTS FOR CITY HALL, C. MERRITT, DEC. '22- ADMIN</u>	12/14/2022	7.54	.00	01-6165 OFFICE SUPPLIES	0	12/22		
2118	ALPINE OFFICE PRODUCTS	WO-12629-2		<u>MINTS FOR CITY HALL, C. MERRITT, DEC. '22- WATER</u>	12/14/2022	5.16	.00	20-6165 OFFICE SUPPLIES	0	12/22		
2118	ALPINE OFFICE PRODUCTS	WO-12629-2		<u>MINTS FOR CITY HALL, C. MERRITT, DEC. '22- SEWER</u>	12/14/2022	5.16	.00	21-6165 OFFICE SUPPLIES	0	12/22		
2118	ALPINE OFFICE PRODUCTS	WO-12629-2		<u>MINTS FOR CITY HALL, C. MERRITT, DEC. '22- P.I</u>	12/14/2022	1.97	.00	25-6165 OFFICE SUPPLIES	0	12/22		
Total WO-12629-2:						19.83	.00					
Total ALPINE OFFICE PRODUCTS:						19.83	.00					
AMBROSE TECHNICAL SALES												
1584	AMBROSE TECHNICAL SALES	105978	14660	<u>5 POLE RODS, M. NADEAU, NOV. '22</u>	11/08/2022	347.00	347.00	21-6150 M & R - SYSTEM	0	12/22	12/16/2022	
Total 105978:						347.00	347.00					
Total AMBROSE TECHNICAL SALES:						347.00	347.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
APPLIED CONCEPTS INC												
2079	APPLIED CONCEPTS INC	S279830	14886	<u>2 LIDAR GUNS FOR THE POLICE DEPARTMENT, N. STANLEY, DEC. '22</u>	12/19/2022	5,435.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	12/22		
Total S279830:						5,435.00	.00					
Total APPLIED CONCEPTS INC:						5,435.00	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	200009486	14851	<u>REGISTRATION FOR OFFICIAL DAY AT THE CAPITAL, 3 COUNCIL MEMBERS ATTENDING, C.ENGELS, DEC.'22-ADMIN</u>	12/13/2022	135.00	135.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	12/22	12/16/2022	
8	ASSOCIATION OF IDAHO CITIES	200009486	14851	<u>REGISTRATION FOR OFFICIAL DAY AT THE CAPITAL, 3 COUNCIL MEMBERS ATTENDING, C.ENGELS, DEC.'22-WATER</u>	12/13/2022	6.00	6.00	<u>20-6155 MEETINGS/COMMITTEES</u>	0	12/22	12/16/2022	
8	ASSOCIATION OF IDAHO CITIES	200009486	14851	<u>REGISTRATION FOR OFFICIAL DAY AT THE CAPITAL, 3 COUNCIL MEMBERS ATTENDING, C.ENGELS, DEC.'22-SEWER</u>	12/13/2022	6.00	6.00	<u>21-6155 MEETINGS/COMMITTEES</u>	0	12/22	12/16/2022	
8	ASSOCIATION OF IDAHO CITIES	200009486		<u>REGISTRATION FOR OFFICIAL DAY AT THE CAPITAL, 3 COUNCIL MEMBERS ATTENDING, C.ENGELS, DEC.'22-PI</u>	12/13/2022	3.00	3.00	<u>25-6155 MEETING/COMMITTEES</u>	0	12/22	12/16/2022	
Total 200009486:						150.00	150.00					
Total ASSOCIATION OF IDAHO CITIES:						150.00	150.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	11593	14641	<u>LIFT RENTAL FOR CHRISTMAS LIGHTS, B. REED, OCT. '22</u>	11/21/2022	1,650.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	12/22		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 11593:						1,650.00	.00					
Total BIG SKY RENTALS LLC:						1,650.00	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	13090		<u>WATER LINE REPAIR, AVALON & ASH, DEC. '22</u>	12/12/2022	542.80	542.80	<u>20-6150 M & R - SYSTEM</u>	0	12/22	12/16/2022	
Total 13090:						542.80	542.80					
Total CAPITAL PAVING CO:						542.80	542.80					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 12/07/22-01/06/2023-ADMIN</u>	12/07/2022	15.97	15.97	<u>01-6255 TELEPHONE</u>	0	12/22	12/23/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 12/07/22-01/06/2023-WATER</u>	12/07/2022	14.83	14.83	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/22	12/23/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 12/07/22-01/06/2023-SEWER</u>	12/07/2022	14.83	14.83	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/22	12/23/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 12/07/22-01/06/2023-PI</u>	12/07/2022	5.70	5.70	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/22	12/23/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 12/07/22-01/06/2023-P&Z</u>	12/07/2022	5.71	5.71	<u>01-6255 TELEPHONE</u>	1003	12/22	12/23/2022	
Total 2089229179548B12072022:						57.04	57.04					
Total CENTURYLINK:						57.04	57.04					
CORE & MAIN LP												
63	CORE & MAIN LP	R270121	14840	<u>GASKETS FOR FIRE HYDRANT REPAIRS, J. OSBORN, DEC. '22</u>	12/13/2022	1,252.06	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total R270121:						1,252.06	.00					
63	CORE & MAIN LP	R298131	14612	<u>100 METERS AND 200 METER GASKETS, J. OSBORN, OCT. '22</u>	10/21/2022	38,413.00	38,413.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	12/22	12/23/2022	
Total R298131:						38,413.00	38,413.00					
63	CORE & MAIN LP	R298139	14840	<u>100 METERS AND 200 GASKETS, J. OSBORN, DEC. '22</u>	12/13/2022	38,413.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1089	12/22		
Total R298139:						38,413.00	.00					
63	CORE & MAIN LP	R369744		<u>1 EA REGISTER, J. OSBORNE, DEC. '22</u>	12/13/2022	257.28	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	12/22		
Total R369744:						257.28	.00					
Total CORE & MAIN LP:						78,335.34	38,413.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8947	14881	<u>TROUBLE SHOOTING CRIMSON POINT LIFT STATION, D. CROSSELY, DEC. '22</u>	08/12/2022	1,585.90	1,585.90	<u>20-6150 M & R - SYSTEM</u>	0	12/22	12/23/2022	
Total 8947:						1,585.90	1,585.90					
147	CUSTOM ELECTRIC, INC.	9018	14865	<u>WIRING FOR BLOWERS, T.FLEMING, DEC.'22</u>	12/09/2022	7,055.34	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1304	12/22		
Total 9018:						7,055.34	.00					
Total CUSTOM ELECTRIC, INC.:						8,641.24	1,585.90					
D & B SUPPLY												
75	D & B SUPPLY	31319	14875	<u>CHRISTMAS TREE STAND FOR CHRISTMAS PARTY, S. JONES, DEC. '22-ADMIN</u>	12/16/2022	6.44	.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22		

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75	D & B SUPPLY	31319	14875	<u>CHRISTMAS TREE STAND FOR CHRISTMAS PARTY, S. JONES, DEC. '22-WATER</u>	12/16/2022	8.51	.00	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22		
75	D & B SUPPLY	31319	14875	<u>CHRISTMAS TREE STAND FOR CHRISTMAS PARTY, S. JONES, DEC. '22-SEWER</u>	12/16/2022	8.51	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22		
75	D & B SUPPLY	31319	14875	<u>CHRISTMAS TREE STAND FOR CHRISTMAS PARTY, S. JONES, DEC. '22-PI</u>	12/16/2022	2.33	.00	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22		
Total 31319:						25.79	.00					
75	D & B SUPPLY	63912	14860	<u>MUCK BOOTS FOR J. LISH, DEC. '22-WATER</u>	12/14/2022	119.99	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	12/22		
75	D & B SUPPLY	63912	14860	<u>MUCK BOOTS FOR J. LISH, DEC. '22-PI</u>	12/14/2022	30.00	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	12/22		
Total 63912:						149.99	.00					
75	D & B SUPPLY	69857	14895	<u>INFERNO PROPANE TORCH KIT, M.DAVILA, DEC.'22</u>	12/20/2022	59.99	.00	<u>20-6175 SMALL TOOLS</u>	0	12/22		
Total 69857:						59.99	.00					
75	D & B SUPPLY	70473	14920	<u>EXTENSION CORDS AND BOX FANS TO DRY WELL 10, J. WEBB, DEC. '22</u>	12/23/2022	140.96	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
Total 70473:						140.96	.00					
Total D & B SUPPLY:						376.73	.00					
DELL MARKETING L.P.												
1466	DELL MARKETING L.P.	10639837632		<u>PRINTER FOR N. STAUFFER, DEC. '22-ADMIN</u>	12/21/2022	307.61	.00	<u>01-6141 IT SMALL EQUIPMENT</u>	0	12/22		

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1466	DELL MARKETING L.P.	10639837632		<u>PRINTER FOR N. STAUFFER, DEC. '22-WATER</u>	12/21/2022	406.05	.00	<u>20-6141 IT SMALL EQUIPMENT</u>	0	12/22		
1466	DELL MARKETING L.P.	10639837632		<u>PRINTER FOR N. STAUFFER, DEC. '22-SEWER</u>	12/21/2022	406.05	.00	<u>21-6141 IT SMALL EQUIPMENT</u>	0	12/22		
1466	DELL MARKETING L.P.	10639837632		<u>PRINTER FOR N. STAUFFER, DEC. '22-PI</u>	12/21/2022	110.75	.00	<u>25-6141 IT SMALL EQUIPMENT</u>	0	12/22		
Total 10639837632:						1,230.46	.00					
Total DELL MARKETING L.P.:						1,230.46	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	270228	14888	<u>3 2.5 GALLONS OF DEF FLUID FOR SEWER SERVICE TRUCK, R. DAVILA, DEC. '22</u>	12/29/2022	56.58	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	12/22		
Total 270228:						56.58	.00					
2115	DYNA PARTS LLC	270259	14891	<u>HITCH PIN FOR F350 FOR PULLING TRAILERS, J. MORFIN, DEC. '22</u>	12/20/2022	5.77	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	12/22		
Total 270259:						5.77	.00					
Total DYNA PARTS LLC:						62.35	.00					
ELAM & BURKE												
796	ELAM & BURKE	199379		<u>LEGAL SERVICES, GENERAL REPRESENTATION, 11/02-11/30/2022</u>	11/30/2022	495.00	495.00	<u>52-6202 PROFESSIONAL SERVICES</u>	0	12/22	12/16/2022	
Total 199379:						495.00	495.00					
796	ELAM & BURKE	199380		<u>PROFESSIONAL SERVICES, URBAN RENEWAL, EAST KUNA PLAN, 11/01-11/30/2022</u>	11/30/2022	2,727.75	2,727.75	<u>01-6045 CONTINGENCY</u>	1283	12/22	12/16/2022	

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Total 199380:						2,727.75	2,727.75					
Total ELAM & BURKE:						3,222.75	3,222.75					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0841840	14811	<u>BROKEN AIR VENT @ POND 7, D. CROSSLEY, DEC. '22</u>	12/14/2022	608.62	.00	<u>21-6150 M & R - SYSTEM</u>	0	12/22		
Total 0841840:						608.62	.00					
Total FERGUSON ENTERPRISES INC:						608.62	.00					
GRANITE EXCAVATION INC												
1907	GRANITE EXCAVATION INC	21538		<u>150 E DEER FLAT RD HYDRANT REPAIR, D. CROSSLEY, DEC. '22</u>	12/20/2022	3,347.22	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
Total 21538:						3,347.22	.00					
1907	GRANITE EXCAVATION INC	21539		<u>2ND STREET WATER MAIN REPAIR, D. CROSSLEY, DEC. '22</u>	12/20/2022	8,156.23	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
Total 21539:						8,156.23	.00					
Total GRANITE EXCAVATION INC:						11,503.45	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	1001775		<u>PORTABLE ABRASIVE BLASTER KIT, ABRSV-GLASS BEAD 50, DEC. '22</u>	12/08/2022	119.97	.00	<u>21-6175 SMALL TOOLS</u>	0	12/22		
Total 1001775:						119.97	.00					
1312	HARBOR FREIGHT TOOLS	387077	14866	<u>TOOL BOX FOR FLEET, J.DURHAM, DEC.'22-ADMIN</u>	12/15/2022	352.48	.00	<u>01-6175 SMALL TOOLS</u>	0	12/22		

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				<u>PHASE-KU22-0416, DEC. '22</u>	12/12/2022	175.00	175.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1277	12/22	12/16/2022	
Total 48214:						175.00	175.00					
Total HOLLADAY ENGINEERING CO:						7,565.00	7,565.00					
IDAHO POWER CO												
38	IDAHO POWER CO	12152022IP		<u>ELECTRIC SERVICE 11/12-12/13/2022-STREET LIGHTS</u>	12/15/2022	2,136.59	2,136.59	<u>01-6290 UTILITIES</u>	1002	12/22	12/23/2022	
Total 12152022IP:						2,136.59	2,136.59					
38	IDAHO POWER CO	12162022IP		<u>ELECTRIC SERVICE 10/13-11/25/2022-STREETS</u>	11/29/2022	4,848.66	4,848.66	<u>01-6290 UTILITIES</u>	1002	12/22	12/16/2022	
Total 12162022IP:						4,848.66	4,848.66					
Total IDAHO POWER CO:						6,985.25	6,985.25					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	29378	14873	<u>AD# 315581, LEGAL PUBLIC NOTICE, PERDIDO COVE, T. BEHUNIN, DEC. '22</u>	12/21/2022	39.60	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	12/22		
Total 29378:						39.60	.00					
1802	IDAHO PRESS TRIBUNE, LLC	29510		<u>AD# 315182, LEGAL PUBLIC NOTICE, WELL 6 RESERVOIR & BOOSTER STATION, KU-0308, N. STANLEY, DEC. '22</u>	12/28/2022	365.56	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	12/22		
Total 29510:						365.56	.00					
1802	IDAHO PRESS TRIBUNE, LLC	29512	14901	<u>AD# 316417, LEGAL PUBLIC NOTICE, ORDINANCE NO. 2022-35, N. STANLEY, DEC. '22</u>	12/28/2022	144.93	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	12/22		

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Total 29512:						144.93	.00					
1802	IDAHO PRESS TRIBUNE, LLC	29513	14902	<u>AD# 316422, LEGAL PUBLIC NOTICE, 2023 MEETING SCHEDULE, N. STANLEY, DEC. '22</u>	12/28/2022	291.12	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	12/22		
Total 29513:						291.12	.00					
Total IDAHO PRESS TRIBUNE, LLC:						841.21	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000120		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 11/02-12/05/2022-WATER</u>	12/06/2022	1,296.89	1,296.89	<u>20-6290 UTILITIES EXPENSE</u>	0	12/22	12/16/2022	
37	INTERMOUNTAIN GAS CO	482195000120		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 11/02-12/05/2022-SEWER</u>	12/06/2022	1,296.89	1,296.89	<u>21-6290 UTILITIES EXPENSE</u>	0	12/22	12/16/2022	
37	INTERMOUNTAIN GAS CO	482195000120		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 11/02-12/05/2022-PI</u>	12/06/2022	494.07	494.07	<u>25-6290 UTILITIES EXPENSE</u>	0	12/22	12/16/2022	
Total 48219500012062022:						3,087.85	3,087.85					
Total INTERMOUNTAIN GAS CO:						3,087.85	3,087.85					
IRMINGER CONSTRUCTION												
188	IRMINGER CONSTRUCTION	4206	14906	<u>REMOVE AND INSTALL TWO BLOWERS AT PLANT, D. CROSSLEY, DEC. '22</u>	12/22/2022	39,623.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	12/22		
Total 4206:						39,623.00	.00					
Total IRMINGER CONSTRUCTION:						39,623.00	.00					

J & M SANITATION, INC.

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230	J & M SANITATION, INC.	12092022-121		<u>SANITATION RECEIPT TRANSFER, 12/09-12/15/2022</u>	12/16/2022	144,828.70	144,828.70	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	12/22	12/16/2022	
230	J & M SANITATION, INC.	12092022-121		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 12/09-12/15/2022</u>	12/16/2022	-14,309.07	-14,309.07	<u>01-4170 FRANCHISE FEES</u>	0	12/22	12/16/2022	
Total 12092022-12152022:						130,519.63	130,519.63					
230	J & M SANITATION, INC.	12162022-122		<u>SANITATION RECEIPT TRANSFER, 12/16-22/2022</u>	12/23/2022	42,755.56	42,755.56	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	12/22	12/23/2022	
230	J & M SANITATION, INC.	12162022-122		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 12/16-22/2022</u>	12/23/2022	-4,224.25	-4,224.25	<u>01-4170 FRANCHISE FEES</u>	0	12/22	12/23/2022	
Total 12162022-12222022:						38,531.31	38,531.31					
Total J & M SANITATION, INC.:						169,050.94	169,050.94					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0158470		<u>PROFESSIONAL SERVICES FROM 10/01-12/03/2022, RAILROAD OVERPASS PEL PLANNING STUDY</u>	12/15/2022	8,319.92	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1273	12/22		
Total 0158470:						8,319.92	.00					
1236	J-U-B ENGINEERS, INC.	0158680		<u>PROFESSIONAL SERVICES FROM 10/30-12/17/2022, ZAMZO'S PROPERTY & UPRR PROPERTY SURVEYS</u>	12/20/2022	9,232.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	12/22		
Total 0158680:						9,232.00	.00					
Total J-U-B ENGINEERS, INC.:						17,551.92	.00					

KELLER ASSOCIATES, INC.

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429	KELLER ASSOCIATES, INC.	0223691		<u>PROFESSIONAL SERVICES FROM 11/06-12/03/2022- WASTEWATER SYSTEM MASTER PLAN UPDATE</u>	12/03/2022	16,575.00	.00	<u>21-6045 CONTINGENCY</u>	1315	12/22		
Total 0223691:						16,575.00	.00					
429	KELLER ASSOCIATES, INC.	0223704		<u>PROFESSIONAL SERVICES FROM 11/06-12/03/2022- AVENUE B SIDEWALK IMPROVEMENTS</u>	12/03/2022	150.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	12/22		
Total 0223704:						150.00	.00					
429	KELLER ASSOCIATES, INC.	0223901		<u>PROFESSIONAL SERVICES, KUNA-RISING SUN 3 CONSTRUCTION--WATER</u>	12/03/2022	420.00	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	12/22		
429	KELLER ASSOCIATES, INC.	0223901		<u>PROFESSIONAL SERVICES, KUNA-RISING SUN 3 CONSTRUCTION-SEWER</u>	12/03/2022	420.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/22		
429	KELLER ASSOCIATES, INC.	0223901		<u>PROFESSIONAL SERVICES FROM KUNA-RISING SUN 3 CONSTRUCTION-PI</u>	12/03/2022	160.00	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	12/22		
Total 0223901:						1,000.00	.00					
429	KELLER ASSOCIATES, INC.	0223954		<u>PROFESSIONAL SERVICES FROM 11/6-12/3/22. KUNA- AVALON SIGNAL WARRANT STUDY</u>	12/20/2022	2,524.75	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	12/22		
Total 0223954:						2,524.75	.00					
Total KELLER ASSOCIATES, INC.:						20,249.75	.00					
KUNA LUMBER												
499	KUNA LUMBER	A133154	14847	<u>EPOXY FOR FIXING EQUIPMENT. S.HOWELL, DEC.'22</u>	12/13/2022	8.09	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	12/22		

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Total A133154:						8.09	.00					
499	KUNA LUMBER	A133162	14850	<u>DOOR HANDLE FOR WELL #6, J. ADAMS, DEC. '22</u>	12/13/2022	22.48	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
Total A133162:						22.48	.00					
499	KUNA LUMBER	A133164	14853	<u>GFI OUTLETS FOR LIGHT POLE BEHIND CITY HALL AND STOCK, S. HOWELL, DEC. '22</u>	12/13/2022	62.07	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	12/22		
Total A133164:						62.07	.00					
499	KUNA LUMBER	A133193	14867	<u>DOOR HANDLES FOR WELL HOUSES J. ADAMS, DEC. '22</u>	12/15/2022	47.22	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
499	KUNA LUMBER	A133193	14867	<u>LIGHT COVERS FOR PARKS SHOP, J. ADAMS, DEC. '22</u>	12/15/2022	11.66	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	12/22		
Total A133193:						58.88	.00					
499	KUNA LUMBER	A133198	14869	<u>PAINT FOR STOVE AT PARKS SHOP, J. ADAMS, DEC.'22</u>	12/15/2022	136.52	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	12/22		
Total A133198:						136.52	.00					
499	KUNA LUMBER	A133207	14876	<u>VALVE FOR THE TANK IN MAG TRUCK, R. WARWICK, DEC. '22</u>	12/16/2022	5.10	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	12/22		
Total A133207:						5.10	.00					
499	KUNA LUMBER	A133255	14883	<u>2 PACKAGES HEAT TAPE, OUTLET PLUG FOR 10 MILE LIFT STATION, R. DAVILLA, DEC.'22</u>	12/19/2022	79.17	.00	<u>21-6150 M & R - SYSTEM</u>	0	12/22		

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Total A133255:						79.17	.00					
499	KUNA LUMBER	A133262	14889	<u>CHAIN AND SOAPSTONE FOR THE NEW PARKS OFFICE, J. MORFIN, DEC. 22</u>	12/19/2022	14.71	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	12/22		
Total A133262:						14.71	.00					
499	KUNA LUMBER	B167977	14870	<u>GATE VALVES FOR CONSTRUCTION WATER METERS, T.FLEMING, DEC. '22</u>	12/15/2022	98.98	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
Total B167977:						98.98	.00					
499	KUNA LUMBER	B168053	14893	<u>DOOR HANDLE FOR CEDAR WELL HOUSE, J.ADAMS, DEC.'22</u>	12/20/2022	15.74	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
Total B168053:						15.74	.00					
499	KUNA LUMBER	B168063	14894	<u>8 KEYS AND TAGS FOR SHED, J. MORFIN, DEC. '22</u>	12/20/2022	29.26	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	12/22		
Total B168063:						29.26	.00					
499	KUNA LUMBER	B168098	14905	<u>STAIN SUPPLIES FOR THE NEW PICNIC TABLES, B. REED, DEC.'22</u>	12/22/2022	110.74	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	12/22		
Total B168098:						110.74	.00					
Total KUNA LUMBER:						641.74	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1128434		<u>CONTRACT LEASE CHARGE, MPC307SPF & SERIAL # C509P900318-ADMIN</u>	12/15/2022	47.49	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	12/22		

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1619	LOCAHAN LLC	AR1128434		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR 11/01-11/30/22,</u> <u>MPC307SPF & SERIAL #</u> <u>C509P900318-ADMIN</u>	12/15/2022	9.25	.00	<u>01-6142 MAINT. &</u> <u>REPAIR -</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128434		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR 11/01-11/30/22,</u> <u>MPC307SPF & SERIAL #</u> <u>C509P900318-WATER</u>	12/15/2022	6.33	.00	<u>20-6142 MAINT. &</u> <u>REPAIRS-</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128434		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR 11/01-11/30/22,</u> <u>MPC307SPF & SERIAL #</u> <u>C509P900318-SEWER</u>	12/15/2022	6.33	.00	<u>21-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128434		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR 11/01-11/30/22,</u> <u>MPC307SPF & SERIAL #</u> <u>C509P900318-PI</u>	12/15/2022	2.44	.00	<u>25-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	12/22		
Total AR1128434:						71.84	.00					
1619	LOCAHAN LLC	AR1128435		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR WASTEWATER</u> <u>TREATMENT PLANT, 11/01-</u> <u>11/30/2022, MX2651, SERIAL #</u> <u>03012172,-WATER</u>	12/15/2022	36.65	.00	<u>20-6142 MAINT. &</u> <u>REPAIRS-</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128435		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR WASTEWATER</u> <u>TREATMENT PLANT, 11/01-</u> <u>11/30/2022, MX2651, SERIAL #</u> <u>03012172-SEWER</u>	12/15/2022	36.65	.00	<u>21-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128435		<u>CONTRACT OVERAGE</u> <u>CHARGE FOR WASTEWATER</u> <u>TREATMENT PLANT, 11/01-</u> <u>11/30/2022, MX2651, SERIAL #</u> <u>03012172-PI</u>	12/15/2022	13.97	.00	<u>25-6142 MAINT. &</u> <u>REPAIRS -</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128435		<u>CONTRACT LEASE CHARGE</u> <u>FOR WASTEWATER</u> <u>TREATMENT PLANT, . MX2651,</u> <u>SERIAL # 03012172-WATER</u>	12/15/2022	40.13	.00	<u>20-6212 RENT -</u> <u>EQUIPMENT</u>	0	12/22		
1619	LOCAHAN LLC	AR1128435		<u>CONTRACT LEASE CHARGE</u> <u>FOR WASTEWATER</u> <u>TREATMENT PLANT, MX2651,</u> <u>SERIAL # 03012172-SEWER</u>	12/15/2022	40.13	.00	<u>21-6212 RENT-</u> <u>EQUIPMENT</u>	0	12/22		

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1619	LOCAHAN LLC	AR1128435		<u>CONTRACT LEASE CHARGE FOR WASTEWATER TREATMENT PLANT, MX2651, SERIAL # 03012172-PI</u>	12/15/2022	15.29	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	12/22		
Total AR1128435:						182.82	.00					
Total LOCAHAN LLC:						254.66	.00					
LUCKYDOG RECREATION												
1810	LUCKYDOG RECREATION	ID1222-3803	14455	<u>2 EA REPLACEMENT NET FOR SPIN TOWER AT BERNIE FISHER, J. LORENTZ, SEPT.'22</u>	12/20/2022	2,292.12	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	12/22		
Total ID1222-3803:						2,292.12	.00					
Total LUCKYDOG RECREATION:						2,292.12	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	12232022CN		<u>PICTURES FOR CITY CHRISTMAS PARTY-ADMIN</u>	12/21/2022	62.50	62.50	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
1849	MISCELLANEOUS #2	12232022CN		<u>PICTURES FOR CITY CHRISTMAS PARTY-WATER</u>	12/21/2022	82.50	82.50	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
1849	MISCELLANEOUS #2	12232022CN		<u>PICTURES FOR CITY CHRISTMAS PARTY-SEWER</u>	12/21/2022	82.50	82.50	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
1849	MISCELLANEOUS #2	12232022CN		<u>PICTURES FOR CITY CHRISTMAS PARTY-PI</u>	12/21/2022	22.50	22.50	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
Total 12232022CN:						250.00	250.00					
1849	MISCELLANEOUS #2	12232022SJ		<u>REIMBURSE S. JONES FOR EXTRA STERNO FOR THE CITY CHRISTMAS PARTY-ADMIN</u>	12/23/2022	6.90	6.90	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	

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1849	MISCELLANEOUS #2	12232022SJ		<u>REIMBURSE S. JONES FOR EXTRA STERNO FOR THE CITY CHRISTMAS PARTY-WATER</u>	12/23/2022	9.11	9.11	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
1849	MISCELLANEOUS #2	12232022SJ		<u>REIMBURSE S. JONES FOR EXTRA STERNO FOR THE CITY CHRISTMAS PARTY-SEWER</u>	12/23/2022	9.11	9.11	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
1849	MISCELLANEOUS #2	12232022SJ		<u>REIMBURSE S. JONES FOR EXTRA STERNO FOR THE CITY CHRISTMAS PARTY-PI</u>	12/23/2022	2.51	2.51	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
Total 12232022SJ:						27.63	27.63					
Total MISCELLANEOUS #2:						277.63	277.63					
NANCY ELLEN STAUFFER												
722	NANCY ELLEN STAUFFER	12232022NS		<u>REIMBURSEMENT FOR CITY CHRISTMAS PARTY, ICE, FOOD, BEVERAGE & TABLE DECOR. - ADMIN</u>	12/23/2022	45.01	45.01	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
722	NANCY ELLEN STAUFFER	12232022NS		<u>REIMBURSEMENT FOR CITY CHRISTMAS PARTY, ICE, FOOD, BEVERAGE & TABLE DECOR. - WATER</u>	12/23/2022	59.42	59.42	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
722	NANCY ELLEN STAUFFER	12232022NS		<u>REIMBURSEMENT FOR CITY CHRISTMAS PARTY, ICE, FOOD, BEVERAGE & TABLE DECOR. - SEWER</u>	12/23/2022	59.42	59.42	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
722	NANCY ELLEN STAUFFER	12232022NS		<u>REIMBURSEMENT FOR CITY CHRISTMAS PARTY, ICE, FOOD, BEVERAGE & TABLE DECOR. -PI</u>	12/23/2022	16.22	16.22	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	12/22	12/23/2022	
Total 12232022NS:						180.07	180.07					
Total NANCY ELLEN STAUFFER:						180.07	180.07					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1159		<u>WELL #6 ELECTRICAL PANEL INSTALL, DEC. '22</u>	11/29/2022	750.00	750.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22	12/23/2022	

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Total 1159:						750.00	750.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						750.00	750.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1256453		<u>ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, & SEGO PRAIRIE) 01/01/23-01/31/23-WATER</u>	01/01/2023	221.41	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	12/22		
1021	PEAK ALARM COMPANY, INC	1256453		<u>ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, & SEGO PRAIRIE) 01/01/23-01/31/23- P.I</u>	01/01/2023	55.35	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	12/22		
Total 1256453:						276.76	.00					
Total PEAK ALARM COMPANY, INC:						276.76	.00					
SAGE SUPPLY INC												
1854	SAGE SUPPLY INC	22-38005		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- ADMIN</u>	12/15/2022	378.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	12/22		
1854	SAGE SUPPLY INC	22-38005		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- P&Z</u>	12/15/2022	135.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1003	12/22		
1854	SAGE SUPPLY INC	22-38005		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- WATER</u>	12/15/2022	351.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
1854	SAGE SUPPLY INC	22-38005		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- SEWER</u>	12/15/2022	351.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	12/22		
1854	SAGE SUPPLY INC	22-38005		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- P.I</u>	12/15/2022	135.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	12/22		

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Total 22-38005:						1,350.00	.00					
1854	SAGE SUPPLY INC	22-38044		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22-ADMIN</u>	12/19/2022	378.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	12/22		
1854	SAGE SUPPLY INC	22-38044		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- P&Z</u>	12/19/2022	135.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1003	12/22		
1854	SAGE SUPPLY INC	22-38044		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22-WATER</u>	12/19/2022	351.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	12/22		
1854	SAGE SUPPLY INC	22-38044		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22-SEWER</u>	12/19/2022	351.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	12/22		
1854	SAGE SUPPLY INC	22-38044		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, DEC. '22- P.I</u>	12/19/2022	135.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	12/22		
Total 22-38044:						1,350.00	.00					
Total SAGE SUPPLY INC:						2,700.00	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0226656-IN	14918	<u>ONE LARGE MESH SAFTEY VEST AND 2 EXTRA LARGE SAFTEY VESTS, M.WEBB, DEC.'22- WATER</u>	12/23/2022	48.00	.00	<u>20-6230 SAFETY TRAINING & EQUIPMENT</u>	0	12/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0226656-IN	14918	<u>ONE LARGE MESH SAFTEY VEST AND 2 EXTRA LARGE SAFTEY VESTS, M.WEBB, DEC.'22- P.I</u>	12/23/2022	12.00	.00	<u>25-6230 SAFETY TRAINING & EQUIPMENT</u>	0	12/22		
Total 0226656-IN:						60.00	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						60.00	.00					

SPECIALTY PLASTICS & FABRICATI, INC.

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1477	SPECIALTY PLASTICS & FABRICATI, INC.	87063	14752	<u>PVC CONNECTION PARTS AND BACKFLOW GAUGES FOR CHEMICAL SKIDS. M.NADEAU. NOV.'22</u>	12/13/2022	2,152.27	.00	<u>21-6150 M & R - SYSTEM</u>	0	12/22		
Total 87063:						2,152.27	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						2,152.27	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	226729200	14862	<u>BUSINESS CARDS FOR J. REID. DEC. '22</u>	12/16/2022	45.85	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	12/22		
Total 226729200:						45.85	.00					
Total TAYLOR CORPORATION:						45.85	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4555		<u>LIFT STATIONS ACCESS CONTROL INSTALLATION. DEC. '22</u>	12/09/2022	8,980.74	8,980.74	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	0	12/22	12/23/2022	
Total 4555:						8,980.74	8,980.74					
Total TECHNOLOGY SOLUTIONS LLC:						8,980.74	8,980.74					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:08627901		<u>ONE EACH COOLER RENTAL. CITY HALL, DEC. '22- ADMIN</u>	12/14/2022	7.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08627901		<u>ONE EACH COOLER RENTAL. CITY HALL, DEC. '22- WATER</u>	12/14/2022	5.20	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08627901		<u>ONE EACH COOLER RENTAL. CITY HALL, DEC. '22- SEWER</u>	12/14/2022	5.20	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08627901		<u>ONE EACH COOLER RENTAL. CITY HALL, DEC. '22- P.I</u>	12/14/2022	2.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/22		

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Total 2160:08627901:						20.00	.00					
992	TREASURE VALLEY COFFEE	2160:08635362		FIRST AID SUPPLIES FOR PARKS OFFICE AND SHOP, DEC. '22	12/14/2022	73.70	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	12/22		
Total 2160:08635362:						73.70	.00					
992	TREASURE VALLEY COFFEE	2160:08671618	14878	4 EACH 5 GALLON WATER BOTTLES AND CONE COOLER RENTAL FOR PARKS OFFICE, DEC. '22	12/16/2022	39.80	.00	01-6165 OFFICE SUPPLIES	1004	12/22		
Total 2160:08671618:						39.80	.00					
992	TREASURE VALLEY COFFEE	2160:08671620	14878	4 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL PARKS MAINTENCE SHOP, DEC. '22	12/16/2022	37.80	.00	01-6165 OFFICE SUPPLIES	1004	12/22		
Total 2160:08671620:						37.80	.00					
992	TREASURE VALLEY COFFEE	2160:08671645	14878	3 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, DEC. '22- ADMIN	12/16/2022	12.58	.00	01-6165 OFFICE SUPPLIES	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08671645	14878	3 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, DEC. '22- WATER	12/16/2022	8.61	.00	20-6165 OFFICE SUPPLIES	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08671645	14878	3 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, DEC. '22- SEWER	12/16/2022	8.61	.00	21-6165 OFFICE SUPPLIES	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08671645	14878	3 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, DEC. '22- P.I	12/16/2022	3.30	.00	25-6165 OFFICE SUPPLIES	0	12/22		

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Total 2160:08671645:						33.10	.00					
992	TREASURE VALLEY COFFEE	2160:08671669	14874	<u>6 EACH 5 GALLON WATER BOTTLES, COFFEE, SUGAR AND CUPS FOR TREATMENT PLANT, D. CROSSLEY- WATER</u>	12/16/2022	129.41	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08671669	14874	<u>6 EACH 5 GALLON WATER BOTTLES, COFFEE, SUGAR AND CUPS FOR TREATMENT PLANT, D. CROSSLEY- SEWER</u>	12/16/2022	129.41	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/22		
992	TREASURE VALLEY COFFEE	2160:08671669	14874	<u>6 EACH 5 GALLON WATER BOTTLES, COFFEE, SUGAR AND CUPS FOR TREATMENT PLANT, D. CROSSLEY- P.I</u>	12/16/2022	49.31	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/22		
Total 2160:08671669:						308.13	.00					
Total TREASURE VALLEY COFFEE:						512.53	.00					
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	3011649-00		<u>NOZZLES FOR SPRAYER, DEC. '22</u>	12/21/2022	231.46	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	12/22		
Total 3011649-00:						231.46	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	3011649-01		<u>MAINTENANCE TO PARKS SPRAYER, DEC. '22</u>	12/22/2022	28.74	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	12/22		
Total 3011649-01:						28.74	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	763677-00	14909	<u>WATER AND FUEL FILTERS FOR PARKS EQUIPMENT, J.DURHAM, DEC.'22</u>	12/23/2022	772.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	12/22		
Total 763677-00:						772.00	.00					

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				<u>STATION/EAST KUNA RD, WATER</u>	12/16/2022	95.00	95.00	<u>20-6212 RENT - EQUIPMENT</u>	0	12/22	12/23/2022	
Total INV-01268731:						95.00	95.00					
Total UNITED SITE SERVICES OF NEVADA INC:						859.25	859.25					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	50758855	14798	<u>2 TOTES SODIUM HYPOCHLORITE, M. NADEU, DEC. '22</u>	12/05/2022	2,772.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	12/22		
1410	UNIVAR SOLUTIONS USA, INC.	50758855	14798	<u>CONTAINER DEPOSIT (X2), M. NADEU, DEC.'22</u>	12/05/2022	1,400.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	12/22		
Total 50758855:						4,172.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	50771978	14798	<u>3 TOTES OF CITRIC, M. NADEU, DEC. '22</u>	12/09/2022	10,123.75	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	12/22		
Total 50771978:						10,123.75	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97749091		<u>REFUND/CREDIT CONTAINER DEPOSIT, DEC. '22</u>	12/06/2022	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	12/22		
Total 97749091:						-700.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97749092		<u>REFUND/CREDIT CONTAINER DEPOSIT, DEC. '22</u>	12/06/2022	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	12/22		
Total 97749092:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						12,895.75	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	196040	14805	<u>CHEMICALS FOR FOR LAB TESTING, D. CROSSLEY, DEC. '22</u>	12/05/2022	1,225.24	1,225.24	<u>21-6150 M & R - SYSTEM</u>	0	12/22	12/23/2022	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 196040:						1,225.24	1,225.24					
Total USA BLUE BOOK:						1,225.24	1,225.24					
UTILITY REFUND #15												
2166	UTILITY REFUND #15	221475.02		<u>GEORGE HARRELSON, 932 S RUMNEY AVE - UTILITY REFUND</u>	12/16/2022	32.08	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	221475.02		<u>GEORGE HARRELSON, 932 S RUMNEY AVE - UTILITY REFUND</u>	12/16/2022	42.42	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
2166	UTILITY REFUND #15	221475.02		<u>GEORGE HARRELSON, 932 S RUMNEY AVE - UTILITY REFUND</u>	12/16/2022	29.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/22		
Total 221475.02:						103.89	.00					
2166	UTILITY REFUND #15	242037.00		<u>TRESIDIO HOMES, 116 S SUNNIVA AVE - UTILITY REFUND</u>	12/02/2022	92.73	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	242037.00		<u>TRESIDIO HOMES, 116 S SUNNIVA AVE - UTILITY REFUND</u>	12/02/2022	21.53	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 242037.00:						114.26	.00					
2166	UTILITY REFUND #15	242046.00		<u>TRESIDIO HOMES, 2098 E THEA DR - UTILITY REFUND</u>	12/06/2022	83.08	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	242046.00		<u>TRESIDIO HOMES, 2098 E THEA DR - UTILITY REFUND</u>	12/06/2022	8.86	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 242046.00:						91.94	.00					
2166	UTILITY REFUND #15	242047.00		<u>TRESIDIO HOMES, 2076 E THEA DR - UTILITY REFUND</u>	12/14/2022	58.65	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		

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2166	UTILITY REFUND #15	242047.00		<u>TRESIDIO HOMES, 2076 E THEA DR - UTILITY REFUND</u>	12/14/2022	44.22	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 242047.00:						102.87	.00					
2166	UTILITY REFUND #15	242055.00		<u>TRESIDIO HOMES, 1900 E THEA DR - UTILITY REFUND</u>	12/02/2022	101.53	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	242055.00		<u>TRESIDIO HOMES, 1900 E THEA DR - UTILITY REFUND</u>	12/02/2022	22.30	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 242055.00:						123.83	.00					
2166	UTILITY REFUND #15	242099.00		<u>TRESIDIO HOMES, 145 S FUSION AVE - UTILITY REFUND</u>	12/14/2022	88.21	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	242099.00		<u>TRESIDIO HOMES, 145 S FUSION AVE - UTILITY REFUND</u>	12/14/2022	60.46	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 242099.00:						148.67	.00					
2166	UTILITY REFUND #15	274640.02		<u>CHRISTOPHER HOWARD, 334 W QUAKING ASPEN LN, UTILITY REFUND</u>	12/16/2022	25.02	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	274640.02		<u>CHRISTOPHER HOWARD, 334 W QUAKING ASPEN LN, UTILITY REFUND</u>	12/16/2022	10.06	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
2166	UTILITY REFUND #15	274640.02		<u>CHRISTOPHER HOWARD, 334 W QUAKING ASPEN LN, UTILITY REFUND</u>	12/16/2022	-15.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	12/22		
Total 274640.02:						19.70	.00					
2166	UTILITY REFUND #15	277622.00		<u>CBH, 744 W TREEHOUSE WAY, UTILITY REFUND</u>	12/02/2022	102.84	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	277622.00		<u>CBH, 744 W TREEHOUSE WAY, UTILITY REFUND</u>	12/02/2022	40.45	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		

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Total 277622.00:						143.29	.00					
2166	UTILITY REFUND #15	277626.00		<u>CBH, 733 W WOLF WILLOW ST, UTILITY REFUND</u>	12/14/2022	82.78	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	277626.00		<u>CBH, 733 W WOLF WILLOW ST, UTILITY REFUND</u>	12/14/2022	9.69	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 277626.00:						92.47	.00					
2166	UTILITY REFUND #15	277630.00		<u>CBH, 659 W WOLF WILLOW ST - UTILITY REFUND</u>	12/02/2022	107.05	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	277630.00		<u>CBH, 659 W WOLF WILLOW ST - UTILITY REFUND</u>	12/02/2022	38.06	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 277630.00:						145.11	.00					
2166	UTILITY REFUND #15	277719.00		<u>CBH, 2170 N IDITAROD AVE - UTILITY REFUND</u>	12/06/2022	106.76	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	277719.00		<u>CBH, 2170 N IDITAROD AVE - UTILITY REFUND</u>	12/06/2022	39.40	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 277719.00:						146.16	.00					
2166	UTILITY REFUND #15	281508.00		<u>VENTA HOMES, 1476 W SMOKY QUARTZ ST - UTILITY REFUND</u>	12/14/2022	153.58	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
Total 281508.00:						153.58	.00					
2166	UTILITY REFUND #15	292133.00		<u>CBH, 8697 S FORAKER WAY - UTILITY REFUND</u>	12/02/2022	90.47	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	292133.00		<u>CBH, 8697 S FORAKER WAY - UTILITY REFUND</u>	12/02/2022	20.62	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		

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Total 292133.00:						111.09	.00					
2166	UTILITY REFUND #15	292138.00		<u>CBH, 2205 W RICKON ST, UTILITY REFUND</u>	12/08/2022	82.46	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	292138.00		<u>CBH, 2205 W RICKON ST, UTILITY REFUND</u>	12/08/2022	11.40	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 292138.00:						93.86	.00					
2166	UTILITY REFUND #15	302601.00		<u>RIVERWOOD HOMES, 8858 S FUEGO AVE - UTILITY REFUND</u>	12/02/2022	119.98	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	302601.00		<u>RIVERWOOD HOMES, 8858 S FUEGO AVE - UTILITY REFUND</u>	12/02/2022	41.91	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 302601.00:						161.89	.00					
2166	UTILITY REFUND #15	302638.00		<u>RIVERWOOD HOMES, 861 E TUCMAN ST - UTILITY REFUND</u>	12/02/2022	90.58	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	302638.00		<u>RIVERWOOD HOMES, 861 E TUCMAN ST - UTILITY REFUND</u>	12/02/2022	20.51	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 302638.00:						111.09	.00					
2166	UTILITY REFUND #15	302645.00		<u>RIVERWOOD HOMES, 1017 E TUCMAN ST, UTILITY REFUND</u>	12/02/2022	94.37	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	302645.00		<u>RIVERWOOD HOMES, 1017 E TUCMAN ST, UTILITY REFUND</u>	12/02/2022	27.70	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 302645.00:						122.07	.00					
2166	UTILITY REFUND #15	320231.00		<u>HAYDEN HOMES, 1075 N RYDE AVE - UTILITY REFUND</u>	12/06/2022	114.43	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	320231.00		<u>HAYDEN HOMES, 1075 N RYDE AVE - UTILITY REFUND</u>	12/06/2022	32.50	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 320231.00:						146.93	.00					
2166	UTILITY REFUND #15	320244.00		<u>HAYDEN HOMES, 1110 N RYDE AVE - UTILITY REFUND</u>	12/15/2022	52.82	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	320244.00		<u>HAYDEN HOMES, 1110 N RYDE AVE - UTILITY REFUND</u>	12/15/2022	46.38	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 320244.00:						99.20	.00					
2166	UTILITY REFUND #15	340086.00		<u>CBH, 6617 S CATFISH CREEK AVE, UTILITY REFUND</u>	12/14/2022	92.74	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	340086.00		<u>CBH, 6617 S CATFISH CREEK AVE, UTILITY REFUND</u>	12/14/2022	24.39	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 340086.00:						117.13	.00					
2166	UTILITY REFUND #15	340099.00		<u>CBH, 6507 S BIRCH CREEK AVE, UTILITY REFUND</u>	12/14/2022	117.79	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	340099.00		<u>CBH, 6507 S BIRCH CREEK AVE, UTILITY REFUND</u>	12/14/2022	41.81	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 340099.00:						159.60	.00					
2166	UTILITY REFUND #15	360045.00		<u>SHALC GC INC, 12056 S CONNECTION LN, UTILITY REFUND</u>	12/05/2022	76.75	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	360045.00		<u>SHALC GC INC, 12056 S CONNECTION LN - UTILITY REFUND</u>	12/05/2022	41.43	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 360045.00:						118.18	.00					
2166	UTILITY REFUND #15	360046.00		<u>SHALC GC INC, 12042 S CONNECTION LN - UTILITY REFUND</u>	12/02/2022	77.93	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2166	UTILITY REFUND #15	360046.00		<u>SHALC GC INC. 12042 S CONNECTION LN - UTILITY REFUND</u>	12/02/2022	43.89	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 360046.00:						121.82	.00					
2166	UTILITY REFUND #15	360047.00		<u>SHALC GC INC. 12028 S CONNECTION LN - UTILITY REFUND</u>	12/05/2022	59.13	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	360047.00		<u>SHALC GC INC. 12028 S CONNECTION LN - UTILITY REFUND</u>	12/05/2022	4.91	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 360047.00:						64.04	.00					
2166	UTILITY REFUND #15	360049.00		<u>SHALC GC INC. 12000 S CONNECTION LN - UTILITY REFUND</u>	12/02/2022	62.63	.00	<u>20-4500 METERED WATER SALES</u>	0	12/22		
2166	UTILITY REFUND #15	360049.00		<u>SHALC GC INC. 12000 S CONNECTION LN - UTILITY REFUND</u>	12/02/2022	12.15	.00	<u>21-4600 SEWER USER FEES</u>	0	12/22		
Total 360049.00:						74.78	.00					
Total UTILITY REFUND #15:						2,887.45	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN002239446	14858	<u>BACKUP GENERATOR RENTAL WHILE GENERATOR AT CRIMSON POINT LIFT STATION WAS REPAIRED. T. FLEMING, DEC. '22</u>	12/14/2022	1,231.23	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	12/22		
Total IN002239446:						1,231.23	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002246767	14887	<u>NEW GENERATOR FOR CRIMSON POINT LIFT STATION VANDALISM. D. CROSSLEY, DEC. '22</u>	12/21/2022	13,143.02	.00	<u>21-6150 M & R - SYSTEM</u>	0	12/22		

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Total IN002246767:						13,143.02	.00					
Total WESTERN STATES EQUIPMENT CO.:						14,374.25	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302022WPG		<u>LEGAL SERVICES FOR 11/30/2022-WATER</u>	11/30/2022	135.00	135.00	20-6202 PROFESSIONAL SERVICES	0	12/22	12/16/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302022WPG		<u>LEGAL SERVICES FOR 11/30/2022-ADMIN</u>	11/30/2022	3,124.50	3,124.50	01-6202 PROFESSIONAL SERVICES	0	12/22	12/16/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302022WPG		<u>LEGAL SERVICES FOR 11/30/2022-P&Z</u>	11/30/2022	2,880.00	2,880.00	01-6202 PROFESSIONAL SERVICES	1003	12/22	12/16/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302022WPG		<u>LEGAL SERVICE FOR NOV/30/22-PI</u>	11/30/2022	2,416.02	2,416.02	25-6202 PROFESSIONAL SERVICES	0	12/22	12/16/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302022WPG		<u>LEGAL SERVICES FOR 11/30/2022-ADMIN</u>	11/30/2022	1,042.11	1,042.11	01-6202 PROFESSIONAL SERVICES	0	12/22	12/16/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	11302022WPG		<u>LEGAL SERVICES 11/30/2022-SEWER</u>	11/30/2022	1,170.00	1,170.00	21-6202 PROFESSIONAL SERVICES	0	12/22	12/16/2022	
Total 11302022WPGN:						10,767.63	10,767.63					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						10,767.63	10,767.63					
Grand Totals:						733,669.59	540,876.00					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R01-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DATUM CONSTRUCTION FOR ARBY'S FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Arby's exists as part of an approved preliminary plat; and

WHEREAS construction plans for Arby's were approved by the Kuna City Engineer on 4 December 2012; and

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

WHEREAS the fencing had not been completed for Arby's according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at eleven thousand two hundred eighty dollars and zero cents (\$11,280.00) adding 25% for a total of fourteen thousand one hundred dollars and zero cents (\$14,100.00); and

WHEREAS developer desires to record the final plat for Arby's prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Arby's** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least fourteen thousand one hundred dollars and zero cents (\$14,100.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of January, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of January, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between DATUM CONSTRUCTION, (hereinafter “Developer”); whose address is 9777 W Chinden Blvd. Garden City, ID 83703, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, ID 83634.

WHEREAS, Developer desires to record its final plat for the development known as Arby’s, (“Development”) located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Arby’s and the associated Bid for landscaping by Summer Lawns, and;

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

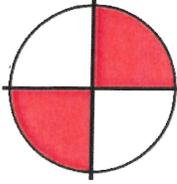
- 2. Cash Deposit. Developer has executed and delivered to City cash or cashier’s check to the City’s trust account in the aggregate amount of fourteen thousand one hundred eighty-seven dollars and fifty cents (\$14,100.00), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.



DATUM CONSTRUCTION

www.datumconstruction.com RCE-37097 P: (208) 377-3099 F: (208) 939-6508

EXHIBIT TO AGREEMENT WITH CITY OF KUNA Rev. 2

12/22/22

As a follow up top correspondence regarding Bond costs and expenses to complete Sod as soon as farms can cut sod again.

• Summer Lawns Provide and Install Sod:	\$9,400
• Datum Construction over see sod install and start up/adjustment of system:	<u>\$1,880</u>
• Total	<u>\$11,280</u>
• Bond Total Submitted: (x 1.25)	<u><u>\$14,100</u></u>

Keith A Jones _____

12/22/22

(President)

**RESOLUTION NO. R02-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 5 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 5 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 5 were approved by the Kuna City Engineer on 31 March 2022; and

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

WHEREAS the street lighting, have not been completed for Falcon Crest Subdivision No. 5 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the streetlighting completion has been estimated at thirty-three thousand seven hundred eighty dollars and sixty cents (\$33,780.60) adding 25% for a total of forty-two thousand two hundred twenty-five dollars and seventy-five cents (\$42,225.75); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 5 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 5** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least forty-two thousand two hundred twenty-five dollars and seventy-five cents (\$42,225.75);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of January, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of January, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase five of the development known as Falcon Crest Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Light Plan for Falcon Crest Subdivision No. 5 and the associated Bid for street lighting by Street Lights LLC and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of forty-two thousand two hundred twenty-five dollars and seventy-five cents (\$42,225.75), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for City project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty (120) day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty (120) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further,

- Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.
8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, if applicable.
 9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
 10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
 11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
 12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
 13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
 14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
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 16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
 17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder

whether incurred through litigation or otherwise.

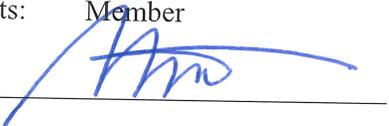
18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2022.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member



By William I. Brownlee
Manager

This record was acknowledged before me on this 10th day of November, 2022, before me Dena Nelson-Hendren, appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Falcon Crest, LLC.

(seal)



Dena Nelson-Hendren
Notary Public for Idaho
Residing at Ada County
My commission expires: 3.15.2025

City of Kuna, Idaho

By Joe Stear (seal)
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A

Proposal



Street Lights LLC

RCE # 51142

PO Box 6985

Boise, Idaho 83707

Mark Peterson

Phone : (208) 870-3220

Email : streetlightsllc@gmail.com

July 14, 2022

Project : **Falcon Crest Subdivision No. 5**

Quote To: **M3 c/o Conger Group**

Bid Date:

Revision Date: N/A

Date of Plans: 3/31/22

INCLUDED IN THIS PROPOSAL:

1. Provide and install (7) 25' Kuna standards black poles with Cooper USSL 52W LED heads
2. Provide the required trenching, conduit, and installation for 295 ft. per drawing...\$32,997.00
3. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete, or driveway rated
 - b) Required grounding, electrical permits, and inspections
4. Provide the required 6' sleeving under detached sidewalks 12 ft. per drawing and separate mobilization included.....\$783.60

GRAND TOTAL\$33,780.60

NOT INCLUDED IN THIS PROPOSAL:

1. IPCO fees
2. Meter Pedestal (none anticipated or unless otherwise noted)
3. Extra labor or material if rock or water is encountered.
4. Bid does not include any surface restoration. (i.e. landscape, asphalt, ect.)
5. All sleeving under asphalt, concrete, ect. By others.
6. Any Ada County/Highway District right of way fees or Permits
7. Rock excavation if encountered

Notes:

Final billing may change due to field adjustments

Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____

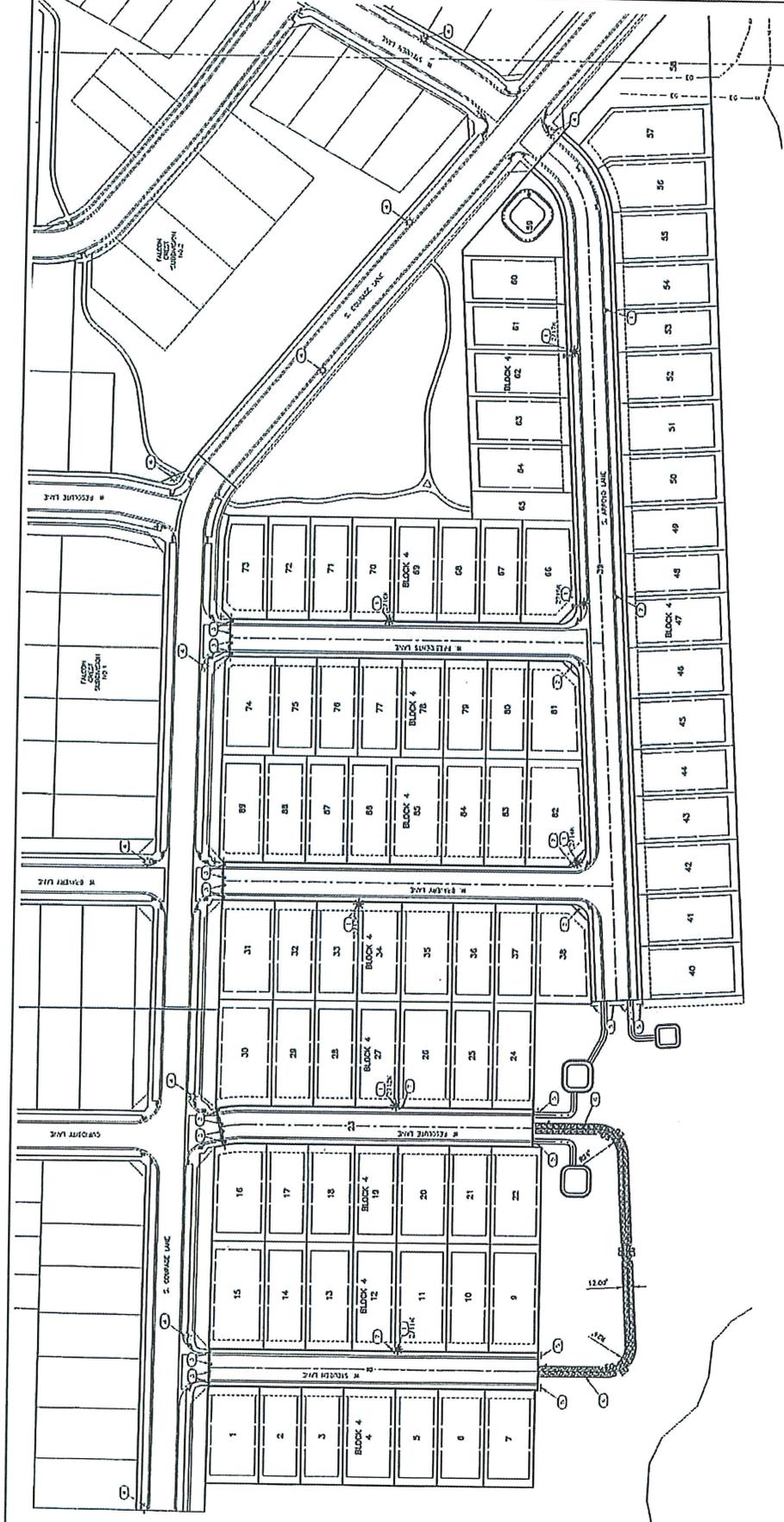
JUB
JUB ENGINEERS, INC.
2760 W. Excursion Ln.
Suite 400
Meridian, ID 83642
Phone: 208 726 2311



DATE	DESCRIPTION
11/15/2022	ISSUED FOR PERMITS

FALCON CREST SUBDIVISION NO. 5
KUNA, IDAHO
STREET LIGHT AND SIGNAGE PLAN

ALL DIMENSIONS UNLESS OTHERWISE NOTED SHALL BE IN FEET AND DECIMALS THEREOF.
DATE PLOTTED: 11/15/2022
SHEET NUMBER: C-102



— = 6" SECTION OF 4" SLEEVE UNDER SIDEWALKS

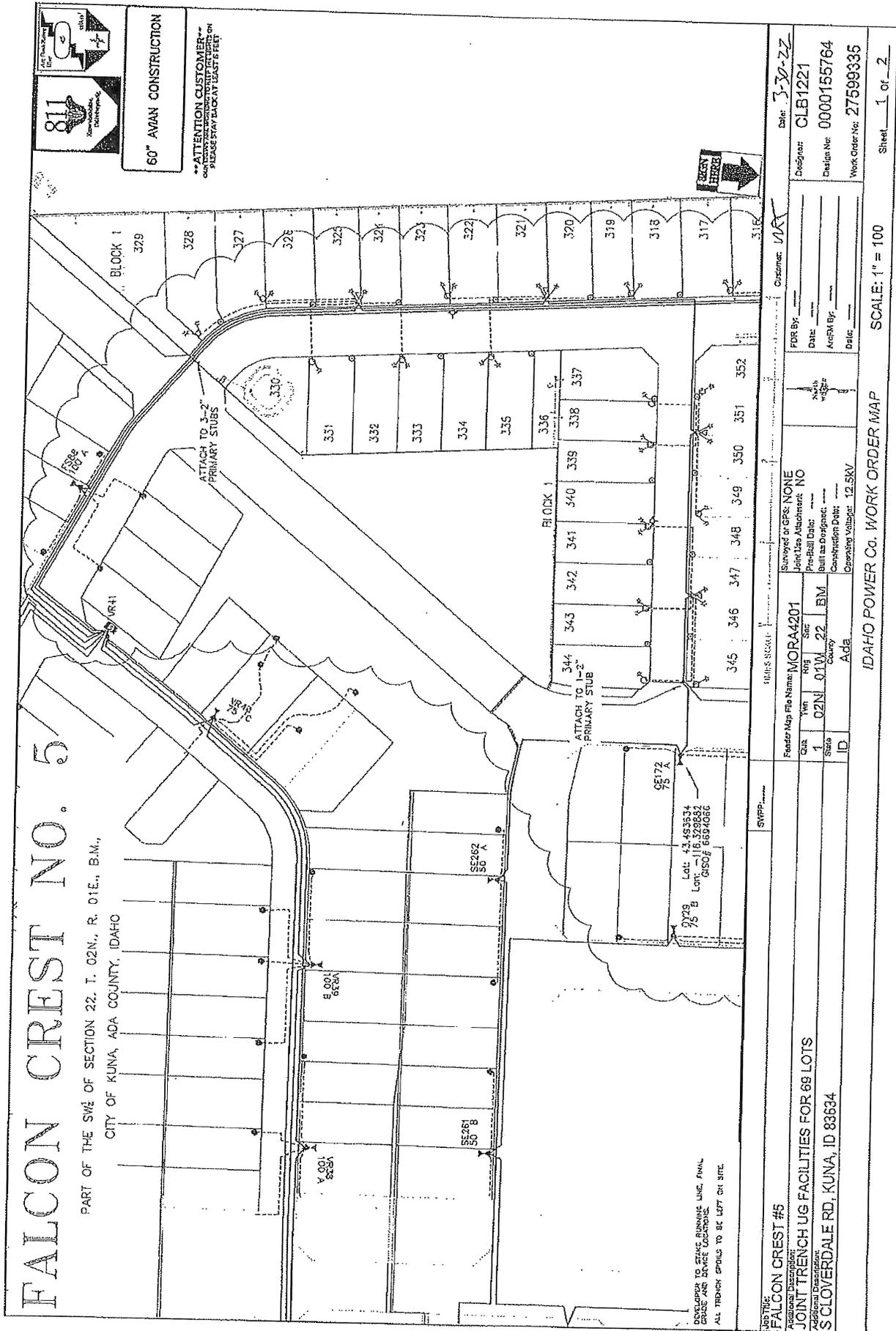


- LIGHTING NOTES:**
1. ALL STREET LIGHTS MUST BE 3000 BUCK LED.
 2. NO OTHER STREET LIGHT PLANS PROVIDED BY THE CITY OF KUNA, CONTRACTOR OR SUB-CONTRACTOR SHALL BE VALID. ALL STREET LIGHTS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF KUNA PUBLIC WORKS DEPARTMENT BEFORE INSTALLATION OF KUNA.
 3. STREET LIGHT INSTALLATION SHALL BE IN ACCORDANCE WITH CITY OF KUNA SIGN SPECIFICATIONS.

- KEYED NOTES**
- Ⓚ INSTALL LED STREET LIGHT (57 WATT INTERIOR EQUIVALENT) PER KUNA STANDARD DRAWING K-1116
 - Ⓛ INSTALL STREET RESOLUTION SIGN
 - Ⓜ REMOVE EXISTING TRAFFIC BARRICADE
 - Ⓝ EXISTING STREET LIGHT
 - Ⓞ INSTALL TRAFFIC BARRICADE PER USMC 3D-1123A
 - Ⓟ COORDINATE WITH KUNA PUBLIC WORKS DEPARTMENT TO COORDINATE DESIGN WITH OWNER AND DISKEEP PRIOR TO CONSTRUCTION
 - Ⓠ PRE-MOUNT PER KUNA STANDARD DRAWING K-404

Falcon Crest 5 sleeve plan 5/16/22

DATE PLOTTED: 11/15/2022
SHEET NUMBER: C-102

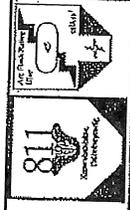


FALCON CREST NO. 5

PART OF THE SW 1/4 OF SECTION 22, T. 02N., R. 01E., B.M.,
CITY OF KUNA, ADA COUNTY, IDAHO

60" AVAN CONSTRUCTION

ATTENTION CUSTOMER--
PLEASE STAY BACK AT LEAST 10 FEET



DO NOT REMOVE OR DESTROY ANY MARKERS, FINALS,
GRADES AND DRAINAGE FACILITIES.
ALL TRENCH SPILLS TO BE LEFT ON SITE.

TESTING:
FALCON CREST #5
Additional Description:
JOINT TRENCH UG FACILITIES FOR 69 LOTS
Additional Description:
S CLOVERDALE RD, KUNA, ID 83634

QTY	Year	Ring	Size	Material	Notes
1	02N	01W	22	EM	

Surveyed on GPS: NONE
Joint Use Attachment: NO
Pre-Built Date: ---
Built as Original: ---
Construction Date: 12.SRV
Operating Voltage: 12.SRV

SWPP: ---
4th S. Scale: ---
FDR By: ---
Date: ---
ACRM By: ---
Date: ---
Customer: VNR

Date: 3-30-22
Designer: CLB1221
Design No: 0000155764
Work Order No: 27599335

SCALE: 1" = 100

IDAHO POWER CO. WORK ORDER MAP

Sheet 1 of 2

**RESOLUTION NO. R03-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 5 FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 5 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 5 were approved by the Kuna City Engineer on 31 March 2022; and

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

WHEREAS the landscaping has not been completed for Falcon Crest Subdivision No. 5 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at seventy-six thousand seven hundred eighty dollars and zero cents (\$76,780.00) adding 25% for a total of ninety-five thousand nine hundred seventy-five dollars and zero cents (\$95,975.00); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 5 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 5** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least ninety-five thousand nine hundred seventy-five dollars and zero cents (\$95,975.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of January, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of January, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase five of the development known as Falcon Crest Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Falcon Crest Subdivision No. 5 and the associated Bid for landscaping by Franz Witte, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of ninety-five thousand nine hundred seventy-five dollars and zero cents (\$95,975.00), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for City project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty (120) day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty (120) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further,

- Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.
8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, if applicable.
 9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
 10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
 11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
 12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
 13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
 14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
 15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
 16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
 17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder

whether incurred through litigation or otherwise.

18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
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21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

Exhibit A



Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Phase 5 Install 2022
 W Reining Horse Lane Kuna, Idaho

Est ID: EST3033095 Plans Dated (10.27.21)
Date: Apr-28-2022

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated October 27, 2021:

- | | |
|--|--------------------|
| Irrigation | \$29,980.00 |
| <ul style="list-style-type: none"> • Design/build irrigation system • Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt • Install irrigation controller with two wire communication and decoders • Includes point of connection into property water source, requires a minimum of 200 micron filtration | |
| Trees | \$8,810.00 |
| <ul style="list-style-type: none"> • All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN • Includes "Bio-Plex" plant fertilizer tablets • Includes 10' of root barrier per trees adjacent to roadways | |
| Shrubs | \$6,840.00 |
| <ul style="list-style-type: none"> • All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN • Includes "Bio-Plex" plant fertilizer tablets | |
| Landscape Beds | \$10,555.00 |
| <ul style="list-style-type: none"> • Install bark mulch @ 3" depth in landscape beds • Includes fine and finish grade • Site to be received with topsoil place at +/- .10" of finish grade | |

Exhibit A

Turf

\$20,595.00

- Install fescue sod per plans
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade
- Includes sod starter fertilizer

Estimate Total

\$76,780.00

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

Contractor:

Andrew Gates

Andrew Gates

Client:

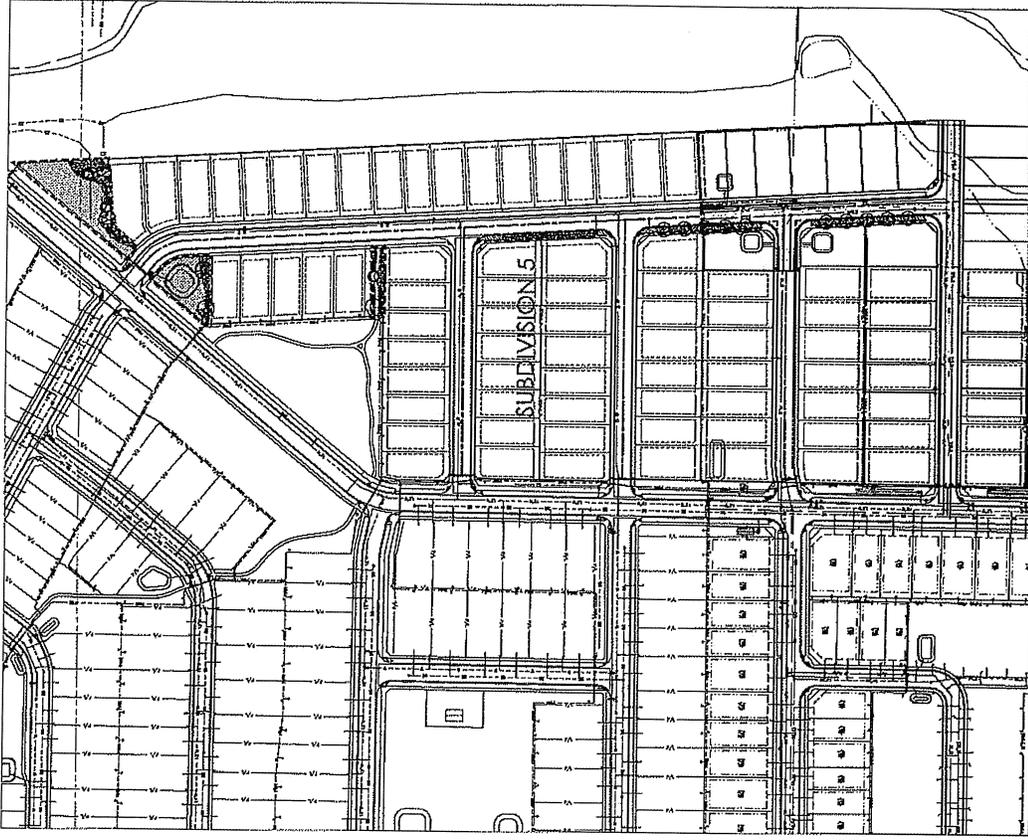
Signature Date:

04/28/2022

Signature Date:

Email: andrew.g@franzwitte.com

LANDSCAPE PLANS FOR
FALCON CREST
SUBDIVISION 5
 CITY OF KUNA, IDAHO
 2022



OVERALL LANDSCAPE PLAN

SHEET INDEX

Cover Sheet	L0.0
General Notes / Landscape Calculations	L0.1
Overall Landscape Sheet Layout	L3.0
Planting Plans	L3.1-3.2
Planting Details	L7.1
Planting Specifications	L8.1

DEVELOPER

M3 COMPANIES
 1087 W. River Street
 Suite 310
 Boise, Idaho 83702
 (208) 339-6253 Fax: 208-939-6762

CIVIL ENGINEERS

J-U-B ENGINEERS, INC.
 2760 W. Excursion Ln., Suite 400
 Meridian, ID 83854
 (208) 376-7330 Fax: 208-323-9336

LANDSCAPE ARCHITECT

Greig / Pickett
 Landscape Architecture | Community Design
 7144 E. Stetson Drive, Suite 205
 Scottsdale, Arizona 85251
 (480) 605-0019 Fax: (480) 608-0068

Delta 1 (09.07.2022) - added
 landscape areas at end of row of
 lots. Landscaping to be installed
 and maintained by Builder.



L0.0
 1 of 7

Overall Landscape Plan

DATE: 09/07/22
 DRAWN BY: RPL/LL/ANW

REVISIONS:
 NO. DATE BY
 1 09/07/22 RPL/LL/ANW

Overall Landscape Plan

FALCON CREST
 SUBDIVISION 5
 Landscape Construction Documents
 KUNA, IDAHO



GREIG PICKETT
 landscape architecture | community design
 7144 E. Stetson Drive, Suite 205
 Scottsdale, Arizona 85251
 (480) 605-0019 Fax: (480) 608-0068

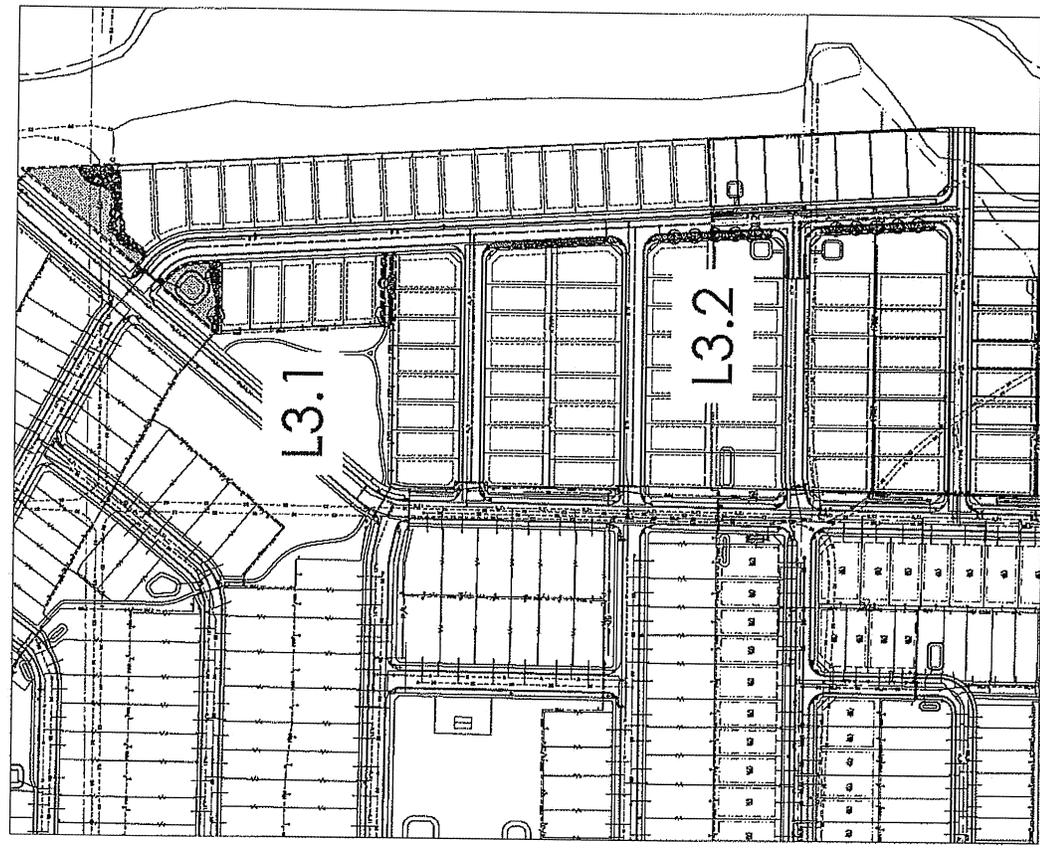
PLANT MATERIALS LEGEND

Sym.	Plant Name	Qty.	Remarks
	Class I Trees		
	Class II Trees		
	Shrubs		
	Inerts		
	Mass Planting		



- Class I Trees**
- Arbutus Menziesii "Strawberry" 2' Cal. 3 Standard
 - Neurospora "Pum" 2' Cal. 3 Standard
- Class II Trees**
- Quercus laevis "White Oak" 2' Cal. 3 Standard
 - Quercus macrocarpa "Red Oak" 2' Cal. 3 Standard
 - Quercus bicolor "White Oak" 2' Cal. 3 Standard
 - Quercus prinus "White Oak" 2' Cal. 3 Standard
 - Quercus rubra "Red Oak" 2' Cal. 3 Standard
 - Quercus sp. "White Oak" 2' Cal. 3 Standard
- Shrubs**
- Arbutus Menziesii "Strawberry" 3' Cal. 5 Standard
 - Neurospora "Pum" 3' Cal. 5 Standard
 - Quercus laevis "White Oak" 3' Cal. 5 Standard
 - Quercus macrocarpa "Red Oak" 3' Cal. 5 Standard
 - Quercus bicolor "White Oak" 3' Cal. 5 Standard
 - Quercus prinus "White Oak" 3' Cal. 5 Standard
 - Quercus rubra "Red Oak" 3' Cal. 5 Standard
 - Quercus sp. "White Oak" 3' Cal. 5 Standard
- Mass Planting**
- Arbutus Menziesii "Strawberry" 3' Cal. 5 Standard
 - Neurospora "Pum" 3' Cal. 5 Standard
 - Quercus laevis "White Oak" 3' Cal. 5 Standard
 - Quercus macrocarpa "Red Oak" 3' Cal. 5 Standard
 - Quercus bicolor "White Oak" 3' Cal. 5 Standard
 - Quercus prinus "White Oak" 3' Cal. 5 Standard
 - Quercus rubra "Red Oak" 3' Cal. 5 Standard
 - Quercus sp. "White Oak" 3' Cal. 5 Standard

- MASS PLANTING**
- | Sym. | Description |
|------|---------------------------|
| | LAWN: PEGSUE SOD |
| | INERTS |
| | UNIT OF TURF |
| | BARK MULCH: PREMIUM BLEND |
- NOTE: All trees, shrubs, and plants are shown in their 100% maturity.



LANDSCAPE SHEET LAYOUT



L3.0
3 of 7

Sheet #

Overall Landscape Plan

10.27.2021
 10.27.2021
 10.27.2021

10.27.2021
 10.27.2021
 10.27.2021

FALCON CREST
 SUBDIVISION 5
 Landscape Construction Documents
 KUNA, IDAHO



landscape architecture community design
 GREY PICKETT
 714 West 27th Street, Suite 205
 Boise, Idaho 83726
 208.333.8888

FALCON CREST
SUBDIVISION 5
Landscape Construction Documents
KUNA, IDAHO

G R E Y P I C K E T T
landscape architects community design
714 S. HICKORY DRIVE, SUITE 205
BOISE, IDAHO 83725
408.338.2839 FAX: 408.338.0088

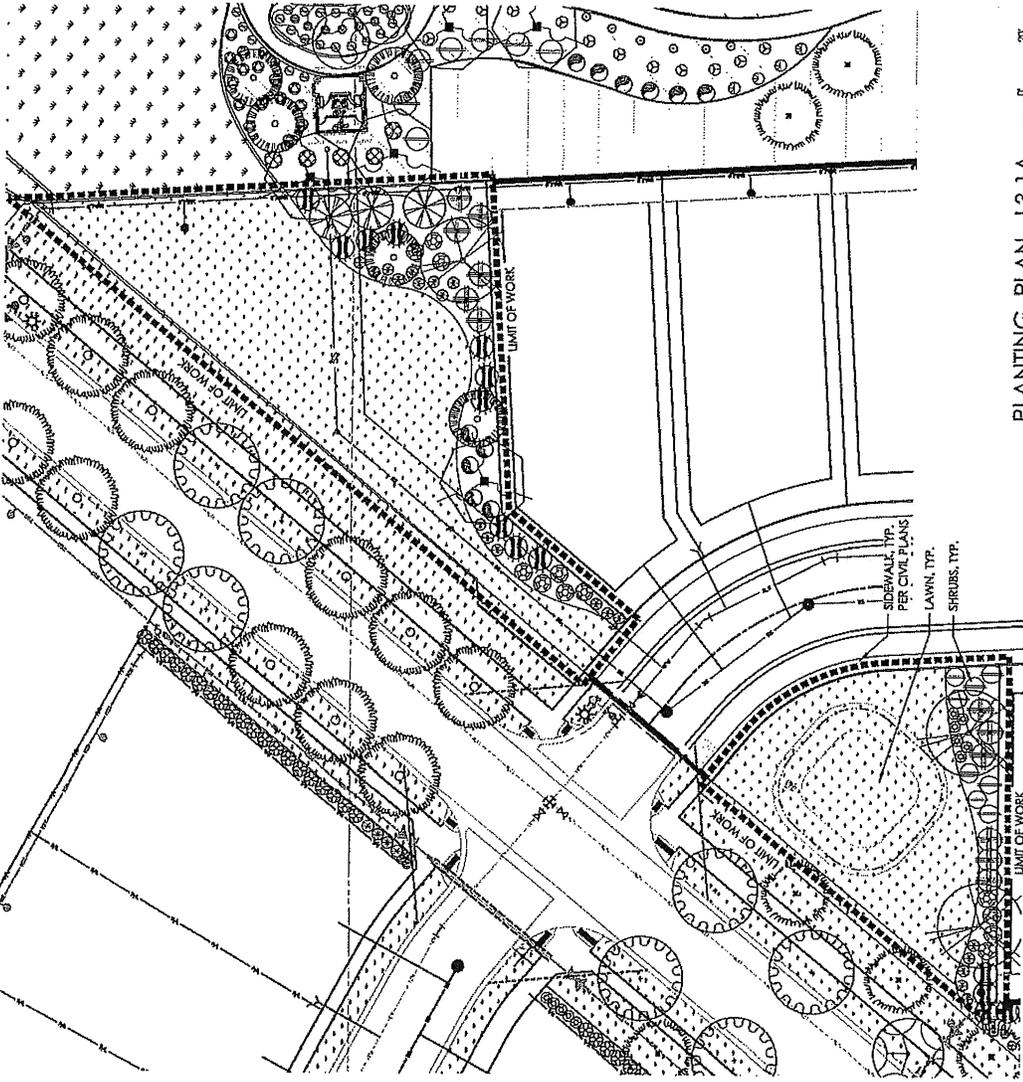


PLANT MATERIALS LEGEND

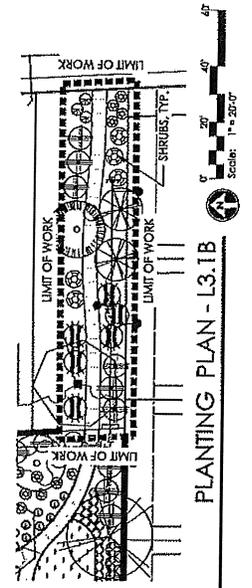
Sym.	Plant Name	Size	Qty.	Remarks
	Prunella 'Wagner'	7' Cal.	3	Transect
	Hebe 'Spiral' / 'Spiral'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect
	Prunella 'Wagner'	7' Cal.	3	Transect

MASS PLANTING

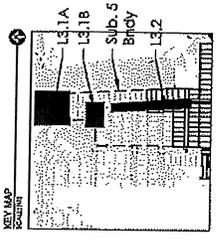
Sym.	Description
	LAWN: FESCUE SOD
	INERTS
	LIMIT OF TURF
	BANK MULCH, PREMIUM BLENDED



PLANTING PLAN - L3.1A
Scale: 1" = 20'-0"



PLANTING PLAN - L3.1B
Scale: 1" = 20'-0"



L3.1
4 of 7

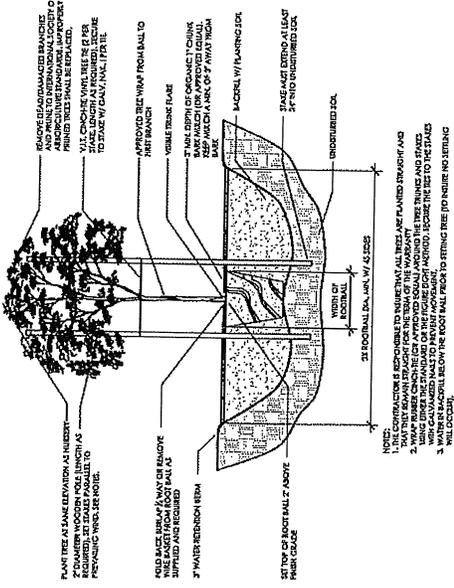
DATE: 07/10/2022
DRAWN BY: [Name]
CHECKED BY: [Name]
DATE: 10/27/2022
PROJECT: [Name]
SHEET: 4 of 7
PLANTING PLAN

PROJECT: [Name]
DATE: 10/27/2022
SHEET: 4 of 7
PLANTING PLAN

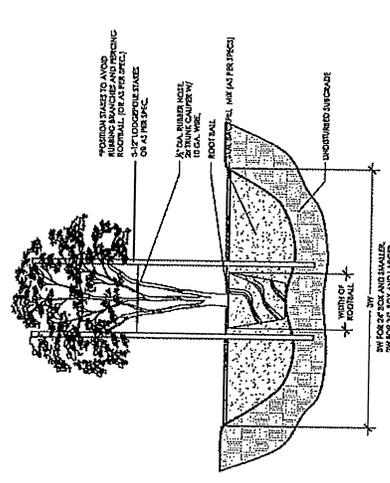


DATE: 10/27/2021
PROJECT: Falcon Crest
SHEET: 6 of 7
DRAWN BY: [Name]
CHECKED BY: [Name]
REVIEWED BY: [Name]
DATE: 10/27/2021
PROJECT: Falcon Crest
SHEET: 6 of 7

17.1
6 of 7

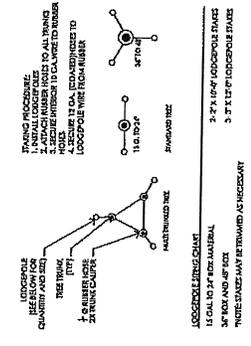


1.1 Deciduous Tree Planting Detail
Scale: N.T.S.

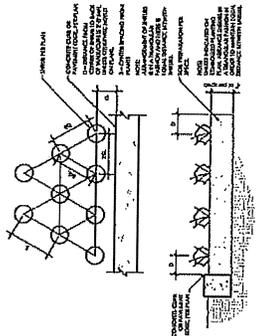


1.2 Evergreen Tree Planting Detail
Scale: N.T.S.

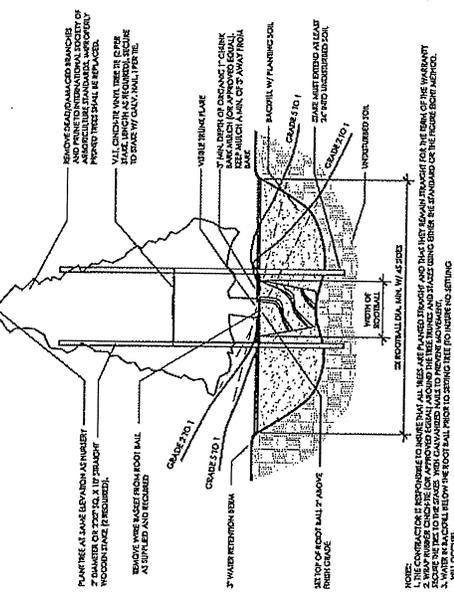
1.4 Tree Staking Detail
Scale: N.T.S.



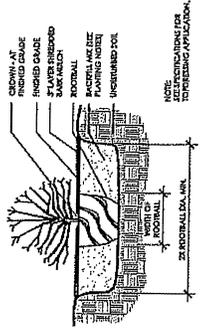
1.7 Tree Spacing Diagram
Scale: N.T.S.



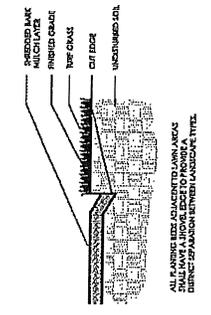
1.8 PLANT SPACING DETAIL
Scale: 1/4" = 1'-0"



1.3 Tree Guying Detail
Scale: N.T.S.



1.5 Shrub Planting Detail
Scale: N.T.S.



1.6 Cut Edge Detail
Scale: N.T.S.

**RESOLUTION NO. R04-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN SUBDIVISION NO. 3 FOR UNCOMPLETED WORK FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Rising Sun Subdivision No. 3 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rising Sun Estates Subdivision No. 3 were approved by the Kuna City Engineer on 2 June 2022; and

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

WHEREAS the fencing had not been completed for Rising Sun Subdivision No. 3 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at forty-five thousand six hundred eighty-seven dollars and fifty cents (\$45,687.50) adding 25% for a total of fifty-seven thousand one hundred nine dollars and thirty-eight cents (\$57,109.38); and

WHEREAS developer desires to record the final plat for Rising Sun Subdivision No. 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Rising Sun Subdivision No. 3** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least fifty-seven thousand one hundred nine dollars and thirty-eight cents (\$57,109.38);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of January, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of January, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
RISING SUN SUBDIVISION NO. 3**

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase three of the development known as Rising Sun Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Fence Plan for Rising Sun Subdivision No. 3 and the associated Bid for fencing by Boise River Fence, INC., and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of fifty-seven thousand one hundred nine dollars and thirty-eight cents (\$57,109.38), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for City project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty (120) day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty (120) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further,

Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, authorizing the treasurer to release funds if applicable.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
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16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a

reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
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- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2022.

M3 ID Rising Sun, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member



By William I. Brownlee
Manager

This record was acknowledged before me on this 10th day of November, 2022, before me Dena Nelson-Hendren, appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Rising Sun, LLC.

(seal)



Dena Nelson-Hendren
Notary Public for Idaho
Residing at Ada County
My commission expires: 3-15-2025

City of Kuna, Idaho

By Joe Stear
Mayor

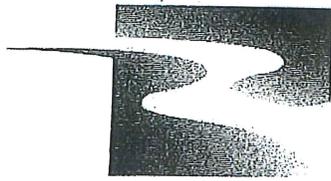
(seal)

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A



Boise River FENCE, INC.

WROUGHT IRON * VINYL * CEDAR * CHAIN LINK
POWDER COATING * POWER WASHING * SAND BLASTING

5200 Bethel Street - Boise, Idaho 83706
Phone (208) 383.9535 - Fax (208) 331.6190
www.boiseriverindustries.com

DATE:	<u>1/18/2022</u>	Customer:	<u>Conger Management Group</u>	Address:	<u>4824 W Fairview Ave.</u>
		Phone #:	<u>208-336-5355</u>		<u>Boise, ID 83706</u>
RE:	<u>Rising Sun 3</u>			Email:	<u>ryan@congergroup.com</u>

BID ITEMS:	DESCRIPTION:	QTY:	UNIT	PRICE	TOTAL
Screen Fence	6' Solid privacy with Powder coated steel posts and rails with solid wood slats.	2053.00	LF	\$62.50	\$128,312.50
			LF		\$0.00
					\$0.00
Total					\$128,312.50

SUBMITTED BY: Scott Howe Phone # 208-869-2730

EXCLUDED in quote: Signage, bonding, site surveying, concrete drilling, any underground utility including sprinkler repair, and material testing.
Price is subject to change if quantities vary from this quote.. These items are available for an additional charge.

QUOTE GOOD FOR THIRTY (30) DAYS FROM BID DATE.

Idaho Contractors Registration No: RCE-1735
Idaho Disadvantaged Business Enterprise No: Authority 49 CFR 26
Idaho Public Works No: C-16457-A-4

PER 6-4-2.B.4,

ONLY OUTER PERIMETER
FENCING REQUIRED.

731' @ \$62.50 / LF = \$45,687.50

Exhibit A

PLAT BOOK _____ PAGE _____

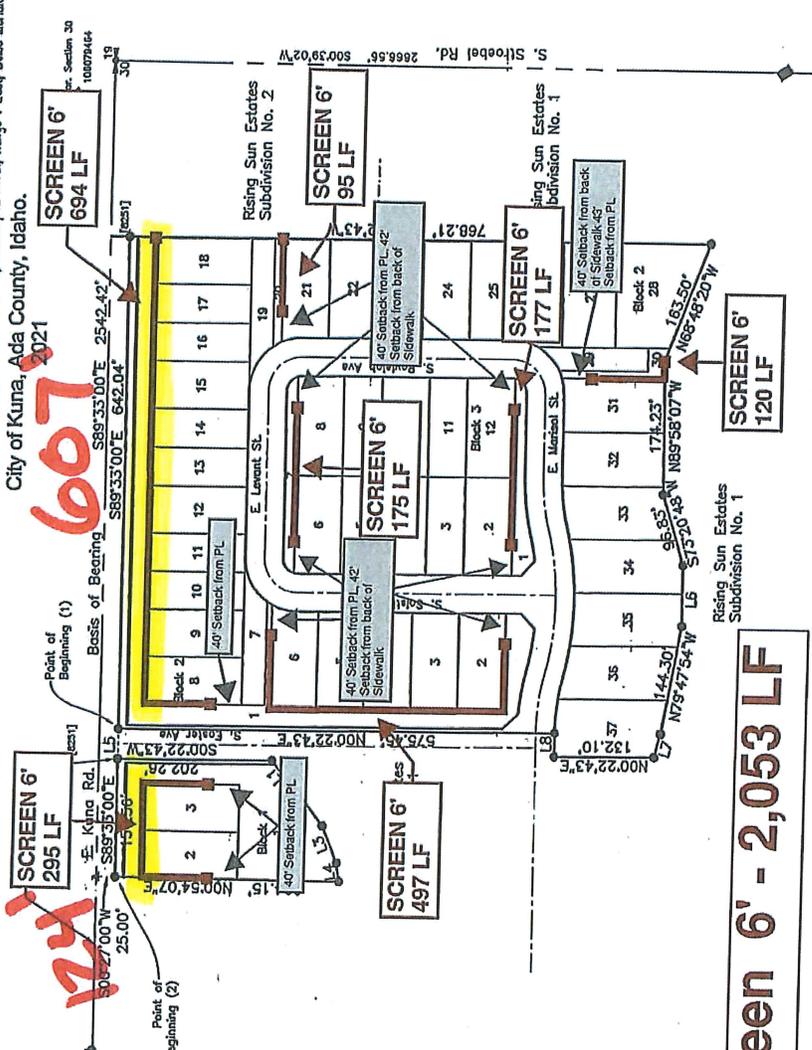
Rising Sun Estates Subdivision No. 3

Those portions of Lots 5, 7 and 10 of Block 5 of the Avian Orchard Tracts and of Lots 1 and 3 in the northeast-quarter of the northwest-quarter of Section 30 of Avian Orchard Tracts situated in the Northwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 1 East, Base Meridian, City of Kuna, Ada County, Idaho.

607
2021

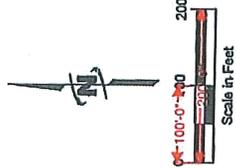
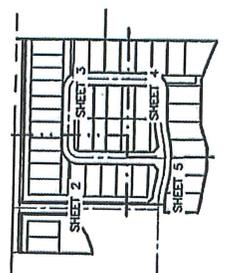
124

MC. Cor. Section 30
Aluminum Cap
C/P# No. 2848122
24919
24920
24921
24922
24923
24924
24925
24926



TOTAL Screen 6' - 2,053 LF

Line #	Description	Length
L1	S89°33'00"E 2542.42'	2542.42'
L2	S89°33'00"E 642.04'	642.04'
L3	S89°33'00"E 2542.42'	2542.42'
L4	S89°33'00"E 642.04'	642.04'
L5	S89°33'00"E 2542.42'	2542.42'
L6	S89°33'00"E 642.04'	642.04'
L7	S89°33'00"E 2542.42'	2542.42'
L8	S89°33'00"E 642.04'	642.04'



- Legend**
- Subdivision Boundary Line
 - Lot Line
 - Right-of-way Line
 - Section Line
 - Center Line
 - Marker Line
 - Tie Line
 - Utility Easement Line
 - ACHD Sidewalk Easement Line
 - ACHD Driveway Easement Line
 - Kuna Irrigation Easement Line
 - Section Corner, as noted
 - Quarter-Section Corner, as noted
 - Found 5/8" Rebar with Plastic Cap Marked "PLS 16642" unless otherwise noted
 - Found 1/2" x 24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 1/2" x 24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 5/8" x 24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 1-3/16" Bernstein EP-Cap with Magnet Marked "J-U-B 16642"
 - Set 1/2" x 24" Rebar, with Plastic Cap Marked "JUB 16642"
 - Point Not Set Found
 - Curve Number (Typical)
 - Lot Number (Typical)
 - PLS Number Found on Monument



THIS IS A BRUIE VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT BEEN RECORDED AND DOES NOT HAVE MONUMENTS SET. NOT FOR RECORDATION

JUB ENGINEERS, INC.
2780 W. Emerald Lane, Suite 400, Meridian, ID 83642
P. 208.376.7330 W. www.jub.com

RISEING SUN 3 FENCE PLAN 12/16/21

**RESOLUTION NO. R05-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Rising Sun Subdivision No. 3 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rising Sun Estates Subdivision No. 3 were approved by the Kuna City Engineer on 2 June 2022; and

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

WHEREAS the landscaping had not been completed for Rising Sun Subdivision No. 3 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at one hundred forty-five thousand nine hundred nineteen dollars and zero cents (\$145,919.00) adding 25% for a total of one hundred eighty-two thousand three hundred ninety-eight dollars and seventy-five cents (\$182,398.75); and

WHEREAS developer desires to record the final plat for Rising Sun Subdivision No. 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Rising Sun Subdivision No. 3** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least one hundred eighty-two thousand three hundred ninety-eight dollars and seventy-five cents (\$182,398.75);

4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of January, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of January, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
RISING SUN SUBDIVISION NO. 3**

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase three of the development known as Rising Sun Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Rising Sun Subdivision No. 3 and the associated Bid for landscaping by Intermountain Plantings, LLC, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of one hundred eighty-two thousand three hundred ninety-eight dollars and seventy-five cents (\$182,398.75), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for City project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty (120) day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty (120) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further,

Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, authorizing the treasurer to release funds if applicable.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a

reasonable attorney’s fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2022.

M3 ID Rising Sun, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member



By William I. Brownlee
Manager

This record was acknowledged before me on this 10th day of November, 2022, before me Dena Nelson-Hendren, appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Rising Sun, LLC.

(seal)



Dena Nelson-Hendren
Notary Public for Idaho
Residing at Ada County
My commission expires: 3.15.2025

City of Kuna, Idaho

By Joe Stear
Mayor

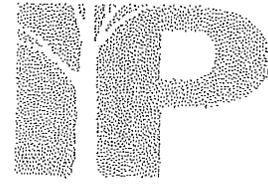
(seal)

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Intermountain Plantings, LLC.
 1530 W. State St. Suite E
 Meridian, ID 83642
 RCE-46090



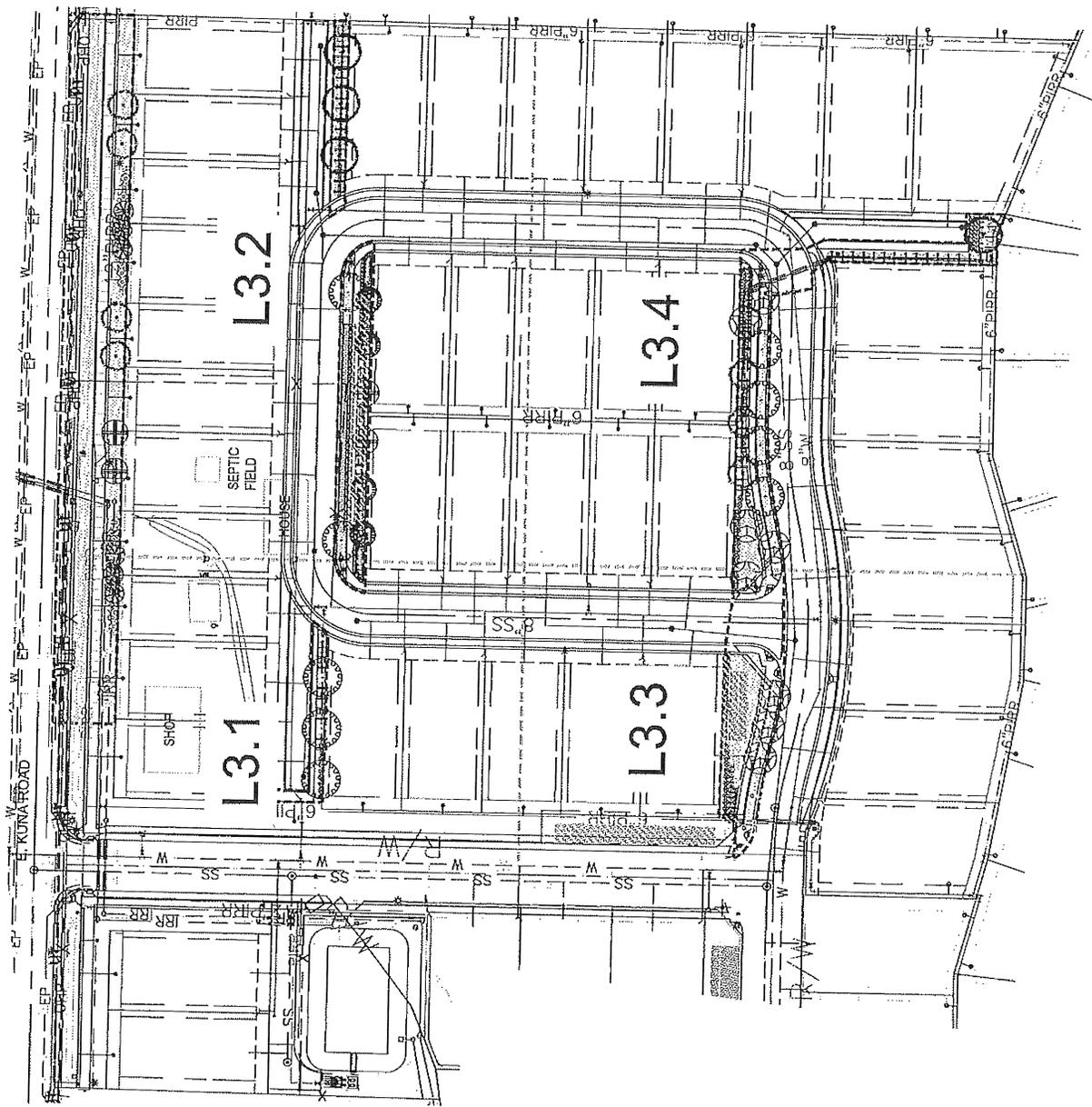
INTERMOUNTAIN
 PLANTINGS

Landscape & Irrigation Proposal

Project Name:		Rising Sun Phase 3		
Address:		2067 E. Kuna Rd, Kuna, ID 83634		
Bid Date:		Friday, September 9, 2022		
Qty.	Size/Unit	Description	Unit Price	Total Price
Irrigation System				
1	Lump Sum	Irrigation System	\$50,430.00	\$ 50,430.00
Soil Work & Amendments				
38	Per 1K SF	Pre Emergent Weed Preventor	\$ 22.00	\$ 836.00
39	Cubic Yards	Place 1/2" Compost per Note 3.03 Sheet L8.1	\$ 68.00	\$ 2,652.00
3	1000 Lb Bag	Turf Areas Gypsum 100lbs/1000 sq ft	\$ 980.00	\$ 2,940.00
19	Lbs	Turf Area Phosphate 2lbs/1000 sq ft	\$ 5.50	\$ 104.50
47	Lbs	Turf Area Soil Sulfur 5lbs/1000 sq ft	\$ 4.50	\$ 211.50
13	Cubic Yards	Planting Pit Amendment of Soil: 5 parts soil; 1 part compost	\$ 68.00	\$ 884.00
37500	Square Feet	Rototill Compost and Amendments per note 3.03 Sheet L8.1	\$ 0.08	\$ 3,000.00
37500	Square Feet	Remove Weeds/Finish Grade Rake/Tractor	\$ 0.14	\$ 5,250.00
Plants				
7	2" Caliper	Cercis canadensis - Eastern Redbud Multi	\$ 425.00	\$ 2,975.00
4	2" Caliper	Prunus cerasifera 'Newport' - Newport Purple Leaf Plum	\$ 425.00	\$ 1,700.00
4	2" Caliper	Pyrus calleryana 'Chanticleer' - Callery Pear	\$ 425.00	\$ 1,700.00
9	2" Caliper	Acer truncatum x 'Pacific Sunset' - Pacific Sunset Maple	\$ 425.00	\$ 3,825.00
4	2" Caliper	Ginkgo biloba 'Autumn Gold' - Autumn Gold Ginkgo	\$ 450.00	\$ 1,800.00
8	2" Caliper	Tilia americana 'Little Leaf' - Little Leaf Linden	\$ 425.00	\$ 3,400.00
6	6'-8" Height	Pinus flexilis 'Vanderwolfs' - Vanderwolfs Pine	\$ 485.00	\$ 2,910.00
84	Each	Tree Stakes **2 per tree	\$ 9.00	\$ 756.00
42	Each	PHC Tree Saver Tree Fertilizer	\$ 7.00	\$ 294.00
6	3 Gallon	Berberis thunbergii 'Gentry' - Royal Burgundy Barberry	\$ 44.00	\$ 264.00
27	3 Gallon	Caryopteris x clandonensis 'Dark Knight' - Dark Knight Bluebeard	\$ 44.00	\$ 1,188.00
78	3 Gallon	Euonymus kiautschovicus 'Manhattan' - Manhattan Euonymus	\$ 53.00	\$ 4,134.00
18	3 Gallon	Euonymus japonicus 'Silver King' - Silver King Euonymus	\$ 53.00	\$ 954.00
4	3 Gallon	Juniperus chinensis 'Monlep' - Mint Julep Juniper	\$ 42.00	\$ 168.00
73	3 Gallon	Photinia x fraseri - Photinia Fraseri	\$ 59.00	\$ 4,307.00
59	3 Gallon	Potentilla fruticosa 'Tangerine' - Tangerine	\$ 42.00	\$ 2,478.00
12	3 Gallon	Prunus x cistena - Cistena Plum	\$ 46.00	\$ 552.00
46	3 Gallon	Rosa x 'Noare' - Flower Carpet TM Red Rose	\$ 48.00	\$ 2,208.00
24	3 Gallon	Rosa x 'Noalesa' - Flower Carpet Yellow Rose	\$ 48.00	\$ 1,152.00
1	50 LB bag	Plant Fertilizer	\$ 150.00	\$ 150.00
Bark/Mulch				
111	Cubic Yards	3" Depth of Premium Ground Cover Mulch over 11,990 SF in all Planter Areas	\$ 98.00	\$ 10,878.00
1	Cubic Yards	3' Diameter Premium Ground Cover Mulch Ring for All Trees in Lawn Areas	\$ 100.00	\$ 100.00
2	Cubic Yards	9" Wide Bark Mulch Border Between Lawn and Fence	\$ 100.00	\$ 200.00

		Sod			
26000	Square Feet	Sodded Fescue	\$ 0.54	\$ 14,040.00	
Establishment Period					
1	Lump Sum	90 Day Establishment Period	\$ 3,828.00	\$ 3,828.00	
SUBTOTALS			Working	Subtotals	
Irrigation System			10.00	\$ 50,430.00	
Soil Work & Amendments			2.43	\$ 15,878.00	
Plants			1.34	\$ 36,915.00	
Bark Mulch			0.99	\$ 11,178.00	
Sod			1.30	\$ 14,040.00	
Establishment Period			0.00	\$ 3,828.00	
Working Days to Complete Scope of Work				16	
Grand Total				\$ 132,269.00	
ALTERNATES					
Alternate #1					
Provide and install topsoil in landscape areas					
350	Cubic Yards	3" Depth of topsoil purchased and placed over 37,500 sq ft of landscape area	\$ 39.00	\$ 13,650.00	
Total Alternate #1				\$ 13,650.00	
The following is a list of qualifications and/or items excluded from our proposal, unless otherwise stated above.					
<u>Project Specific Notes</u>					
Per Note 2.10 Sheet L8.1 root barrier shall be installed matching ACHD standard details. The ACHD standard detail requires rootbarrier adjacent to trees planted in park strips smaller than 6' wide. Since the park strips are 8' wide in this project, we have not included root					
On-site testing and placement of topsoil by others. We will amend and rototill the topsoil that is placed by others.					
<u>General Qualifications and Exclusions</u>					
Protection of existing landscape and irrigation is not included in our bid proposal					
All demolition will be by others.					
Water meter, water connection and water by others.					
Water hook-ups or conduits inside buildings for irrigation purposes by others.					
Electrical work to irrigation controller by others. Clock and valve wiring done by Intermountain Plantings.					
Erosion and dust control by others.					
Traffic control by others.					
Construction access to site is provided by others (repair of temporary access roads if any are not included).					
Repair of improperly identified/ buried utility, cable, gas, and phone lines (including fiber optics) are not included.					
Performance and payment bond costs are not included.					
Any and all permits not listed specifically above are not included.					
Sleeving under existing hardscapes or boring not included (if necessary).					
Hardscape (concrete, pavers, retaining walls, etc.) done by others.					
Construction site protection and security to be provided by others.					
Discovery and removal of underground obstructions by others.					
There are 2 mobilizations budgeted in this proposal. There will be a charge of \$400.00 for each additional mobilization.					
2 weeks notice required on all new sleeving.					
This proposal represents a complete package (as per the plans and specifications), and is valued upon the entire scope of work listed above being awarded to Intermountain Plantings.					
Finish grade of subgrade/rough grade must be received at 1/10th +/- of 1' or as per specifications.					
Proposal is based on the following:					
Plan Pages:	L0.0, L0.1, L3.0-L3.4, L7.1, L8.1				
Spec Sections:	NA				
Addendums:	NA				
Proposal valid for 30 days					
Proposal submitted by: Chad Richards; Local Contact: Milke Stanger 208-724-3731					

145,919.00



GREY PICKETT
 landscape architecture | community design
 77 N. ASTOR AVENUE, SUITE 202
 SCOTTSDALE, ARIZONA 85251
 480.939.0039 | 480.939.0042



LANDSCAPE CONSTRUCTION DOCUMENTS
 RISING SUN
 SUBDIVISION NO. 3
 KUNA, IDAHO

revision:
 1. 05-09-2021
 2. 05-09-2021
 3. 05-09-2021
 4. 05-09-2021
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LANDSCAPE SHEET LAYOUT
 SCALE: 1" = 40'-0"

L3.0
 03 of 09
 sheet 4

LANDSCAPE SHEET LAYOUT

**RESOLUTION NO. R06-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN SUBDIVISION NO. 3 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Rising Sun Subdivision No. 3 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rising Sun Estates Subdivision No. 3 were approved by the Kuna City Engineer on 2 June 2022; and

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

WHEREAS the streetlighting had not been completed for Rising Sun Subdivision No. 3 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the streetlighting completion has been estimated at fifty-five thousand one hundred forty-six dollars and zero cents (\$55,146.00) adding 25% for a total of sixty-eight thousand nine hundred thirty-two dollars and fifty cents (\$68,932.50); and

WHEREAS developer desires to record the final plat for Rising Sun Subdivision No. 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Rising Sun Subdivision No. 3** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least sixty-eight thousand nine hundred thirty-two dollars and fifty cents (\$68,932.50);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of January, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of January, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
RISING SUN SUBDIVISION NO. 3**

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase three of the development known as Rising Sun Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Light Plan for Rising Sun Subdivision No. 3 and the associated Bid for street lighting by Street Lights LLC, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of sixty-eight thousand nine hundred thirty-two dollars and fifty cents (\$68,932.50), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for City project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty (120) day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty (120) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further,

Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, authorizing the treasurer to release funds if applicable.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a

reasonable attorney’s fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2022.

M3 ID Rising Sun, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member



By William I. Brownlee
Manager

This record was acknowledged before me on this 10th day of November, 2022, before me Dena Nelson-Hendren, appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Rising Sun, LLC.

(seal)



Dena Nelson-Hendren
Notary Public for Idaho
Residing at Ada County
My commission expires: 3.15.2025

City of Kuna, Idaho

By Joe Stear
Mayor

(seal)

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A

Estimate



Street Lights LLC

RCE # 51142

89 S. Dewey Ln, Nampa, Idaho 83687
Mark Peterson
Phone : (208) 870-3220
Email : streetlightsllc@gmail.com

April 28, 2022

Quote To: M3 c/o Conger Group

Project : Rising Sun 3
Bid Date: April 25, 2022
Revision Date: N/A
Date of Plans: 4/11/22

INCLUDED IN THIS PROPOSAL:

1. Provide and install (7) 25' poles with Leotek AR-13 52W LED fixtures and Valmont 25' black poles.....\$25,417.00
2. Provide and install (3) 30' poles with Leotek AR-13 88W LED fixtures and Valmont 30' black poles.....\$29,729.00
3. Provide the required trenching, conduit, and installation for 1,240 ft. per drawing
4. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete or driveway rated
5. Required grounding, electrical permits and inspections

GRAND TOTAL\$55,146.00

NOT INCLUDED IN THIS PROPOSAL:

1. IPCO fees
2. Meter Pedestal (none anticipated or unless otherwise noted)
3. Extra labor or material if rock or water is encountered.
4. Bid does not include any surface restoration. (i.e. landscape, asphalt, ect.)
5. All sleeving under asphalt, concrete, ect. By others.
6. Any Ada County/Highway District right of way fees or Permits
7. Rock excavation if encountered

Notes:

Final billing may change due to field adjustments
Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____

JUB
JUB ENGINEERS, INC.
2760 W. Excursion Lane
Meridian, ID 83642
Phone: 208.376.2330
www.jub.com



DATE	BY	REVISION
12/20/23	JUB	ISSUE FOR PERMITS

STREET LIGHTING AND SIGNAGE PLAN
RISING SUN SUBDIVISION NO. 3
KUNA, IDAHO

PROJECT NO.	23027
DATE	12/20/23
SCALE	AS SHOWN
DESIGNED BY	JUB
CHECKED BY	JUB
DATE	12/20/23
PROJECT	RISING SUN SUBDIVISION NO. 3
SHEET NUMBER	C-102

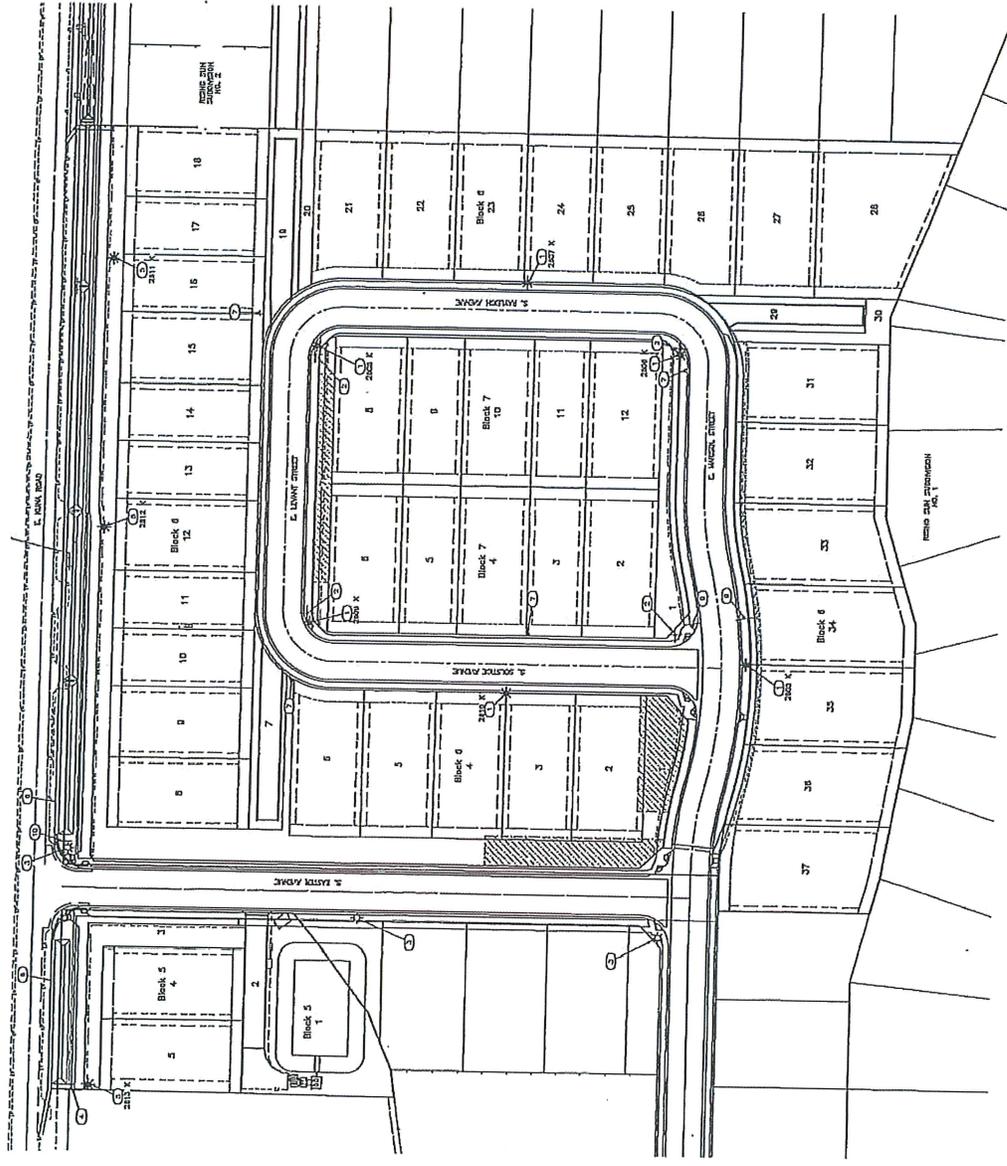


- KEYED NOTES**
- INSTALL INTERNAL LED STREET LIGHT (48-96 WATT EQUIVALENT) PER ISD-1118
 - INSTALL STREET DESIGNATION SIGN
 - DESTINE STREET LIGHT
 - INSTALL TYPE A TERMINUS BARRIAGE WITH KICK PLATE AND 1/2" X 1/2" X 1/2" SIGNPOST TO SPREAD SIGN-1120A. BARRIAGE SHALL HAVE THROUGH HOLES TO ALIGN WITH 6" WIDE REFLECTIVE RED/WHITE DIAGONAL DETAILS.
 - INSTALL EXTERNAL LED STREET LIGHT (60-90 WATT EQUIVALENT) PER ISD-1118
 - REMOVE POLE LINE
 - RELOCATE SIGN
 - DESTINE STREET DESIGNATION SIGN
 - INSTALL IS-3 "NO PEDESTRIAN CROSSING" SIGN ON APPROXIMATE CENTERLINE OF SIDEWALK. THE SIGN SHALL BE INSTALLED OUTSIDE OF SIDEWALK AND COORDINATE WITH SIGN
 - RELOCATED STREET DESIGNATION SIGN

- SIGNAGE AND STRIPE NOTES**
- CONTRACTOR RESPONSIBLE FOR SIGN INSTALLATION MUST BE BRANDED WITH ADO AND OCEAN A RIGHT-OF-WAY PERMIT FROM TO INSTALLATION OF SIGN.
 - ALL SIGN SIGNS AND HARDWARE MUST COMPLY WITH CITY OF KUNA SPECIFICATIONS.
 - CUSTOM FINISHES MUST BE REVIEWED AND APPROVED BY ADO PRIOR TO INSTALLATION. APPROVAL IS NOT GUARANTEED.
 - CUSTOM INSTALLATION OF STREET SIGNS AND HARDWARE REQUIRED BY ADO IS PROHIBITED.

- LIGHTING NOTES**
- ALL STREET LIGHTS MUST BE LED.
 - NO OTHER STREET LIGHT PLANS PROVIDED BY THE CITY OF KUNA SHALL BE INSTALLED ON THIS SUBDIVISION. ALL STREET LIGHT PLANS SHALL BE VALID AND APPROVED BY THE CITY OF KUNA PUBLIC WORKS DEPARTMENT BEFORE INSTALLATION.
 - CITY OF KUNA INSTALLATION SHALL BE IN ACCORDANCE WITH PERMITS BELOW.

18
Permits below.
Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES



Project Introduction and Request for Zone Change

Project Data

- 11.81 Acres Directly Behind Ridleys Market
- Present Existing Parcels carry a random mix of R-6 and C-1
- Requesting a C-1 Zone for the Land directly South of the Ridleys Store, of 2.88 acres
- Requesting a R-20 Zone for the remaining 8.93 acres
- Property sites between a producing dairy and the back delivery of Ridleys
- 3 "pre-application" meetings were held with NO Citizen attendance
- Project presently consists of 192 Garden Style Apartments ranging from Studio, 1 Bed 1 Bath, to 2 Bed 2 Baths
- Project allows for a clubhouse and work out facility, pool, and outdoor amenities
- Project allows for 3 cars per unit, as per City Code
- Project allows for 3.45 Acres of open space or 32.8%



ECONOMIC IMPACT

Affordable Housing Dramatically Needed
Support local Retail Business and Services
Housing needed in Kuna for bus drivers, service providers, newly established families, etc
Help with the 1.6% vacancy and rent escalations



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

MEMO

Date: October 11, 2022
From: Morgan Treasure, Economic Development Director
To: Kuna Planning and Zoning Commission
RE: Kuna Apartments Re-zone

Planning and Zoning Commissioners,

Before you is a proposed change to the City of Kuna Comprehensive Plan Map, a Rezone and Preliminary Plat for the Kuna Apartments Subdivision.

This parcel sits off of State Highway 69, behind existing commercial development. Based on the surrounding retail users, the lack of visibility and the proximity to a traffic corridor that can handle larger demand, a high-density residential use would be appropriate in this area. Since the initial development of this land, the trend in retail development has shifted from large, high-square footage retail shopping centers to a mixed-use model that integrates shopping, services and residential in a single location. This rezone would bring the western side of Highway 69 more in-line with that model of development.

Area businesses are struggling to find employees and are looking to the City for solutions. Providing more workforce housing options, especially in our current market with a 1.6% percent vacancy rate (5-6% is considered healthy), could be part of the solution to keeping Kuna a great place to do business and growing our commercial and industrial base.

As a general rule, the Economic Development Department seeks to preserve as much commercially zoned property as possible, but in the case of this parcel, would agree with a FLUM amendment and Rezone. The size and location of the parcel make it an appropriate place for high-density residential and create an area on the western side of the highway that is more compatible with the current market demand for mixed-use residential/retail development.

Thank you for your consideration,

Morgan Treasure
Economic Development Director
mtreasure@kunaid.gov
208-559-5926

*** 2017 KSD STRATEGIC PLAN 2020-21**

"...the outline of Projects under this growth model shows that essentially the build projects under the 2017 bond election (along with the rezoning and moving 6th grade to the Middle School) should be adequate to respond to an average of 2% growth for the next 10 years without a need for another significant construction project"

Schools In the District 2020-21	Capacity	2019-20	2020-21	% Full	*2021-22	% Full	
Crimson Point Elementary	600	423	380	63%	419	70%	
Hubbard Elementary	506	233	185	37%	220	43%	Note
Fremont Middle	720	556	467	65%	522	73%	Kuna Graduation Statistics average 10% higher than the State of Idaho
Indian Creek Elementary	345	307	242	70%	298	86%	Average Daily Attendance in above 95%, 5% higher than Idaho State Average
Initial Point High	125	104	105	84%	106	85%	
Kuna High	1600	1733	1616	101%	1688	106%	
Kuna Middle	800	837	702	88%	788	99%	
Reed Elementary	700	628	534	76%	601	86%	
Ross Elementary	432	244	214	50%	218	50%	
Silver Tails Elementary	700	486	426	61%	431	62%	
Swan Falls High	500	N/A	Integrated in KHS				
K-12 Virtual	infinite	N/A	539		485		
		Capacity	2020-21	69%	2021-22	76%	
TOTAL ENROLLMENT (without Virtual students)		7028	4871		5291		

* 5799-6206 2017 KSD 10 Yr Plan Forecasted in 2022

Kuna School District Impact Assumptions	
Total Units	192
Child per Unit	0.7 (note: No distinction on what a 'unit' means)
Total Expected K-12 Children	134.4

**have asked for the data behind the .7 students per unit, several times but have not been provided*

ACTUAL CHILDREN LIVING IN OUR APARTMENT COMMUNITIES					
1000 Unit Survey			<i>*Rockworth Property Management</i>		
Location	Total Units	Total Children	Total K-12	Moved in from OUTSIDE zip code	
Bozeman	242	42	27	11	
Cheyenne	220	45	29	15	
Sandy	245	43	28	19	
Helena	182	32	20	7	
Provo	176	35	22	16	
TOTALS	1065	197	126	68	
		18%	12%	6%	

ACTUAL STUDENT PROJECTIONS	Units	K-12 Children		
	192	36	23	12
				0.118 83% Less than KSD assumption

	Children	K-12 Age	Impact per door
VERADO TOWNHOMES 250 Homes	98	31	0.124

0.700 as per KSD

0.118 as per our existing communities

Verado Neighborhood



PROJECT DATA/KSD REQUEST

Kuna Apartments	KSD Ratio	KSD Anticipated Impact	Requested Fee per Unit	KSD Requested Amount
192	0.7	134.4	\$ 3,720.00	\$ 714,240.00

KSD Use of FUNDS

Kuna School District Demands

- **“Needs Assessment” from KSD largely focuses on “Deferred Maintenance”, including:**
 - **Hubbard Elementary (Existing Facility):**
 - Fire alarms (\$125k) and kitchen remodel (\$2m)
 - **Fremont H. Teed Middle School (Existing Facility):**
 - Bleachers (\$300k), ADA compliance (\$15k), plumbing fixtures (\$40k)
 - **Kuna Middle School (Existing Facility):**
 - Bleachers (\$300k), ADA compliance (\$180k), kitchen remodel (\$2m)



Interim Capital Plan
Needs assessment
Jan 2, 2022 - February 2023

Facility Needs

1. Aux gyms at Both Middle Schools: \$5 million each
2. New elementary near Mendian Rd. \$28 million
3. Need for replacement (k-5) elementary school in central Kuna on Ross campus. \$20 million
4. Gyms at Hubbard and Indian Creek Elementary schools. \$5 million each
5. Completion of Swan Falls High School \$80 million

Deferred Maintenance

- Hubbard Elementary**
 Roofing-70,000
 Exterior Door Hardware - 35,000
 Restroom Renovation - 200,000
 Fire Alarm - 125,000
 Security Camera Upgrade - 10,000
 Kitchen - 2,000,000
- Fremont H. Teed Middle School**
 Bleachers - 300,000
 Ada Compliance -15,000
 Exterior Door Hardware - 15,000
 Stair handrails - 15,000
 Plumbing fixtures - 40,000
 Security Camera Upgrade - 15,000

Reed Elementary

- Roofing 260,000
 Vinyl floor 50,000
 HVAC 70,000
 Oven (2)- 30,000 / ea

- Crimson Point Elementary**
 Roofing 266,000
 Oven (2)- 30,000 / ea



Contrast with Impact Fees

- No control on when funds will be spent
- No control on where funds will be spent
- No approved capital improvements plan that is limited to impacts of actual development (not deferred maintenance)
- No ability to request a proportionate share analysis to confirm you are paying your fair share
- **NO WAY TO CONFIRM THAT THESE FUNDS WILL BE USED TO INCREASE CAPACITY**

These Demands Violate Idaho State



- 67-6513. SUBDIVISION ORDINANCE. Each governing board shall provide, by ordinance adopted, amended, or repealed in accordance with the notice and hearing procedures provided under section [67-6509](#), Idaho Code, for standards and for the processing of applications for subdivision permits under sections [50-1301](#) through [50-1329](#), Idaho Code. Each such ordinance may provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision. **Fees established for purposes of mitigating the financial impacts of development must comply with the provisions of [chapter 82, title 67](#), Idaho Code.** Denial of a subdivision permit or approval of a subdivision permit with conditions unacceptable to the landowner may be subject to the regulatory taking analysis provided for by section [67-8003](#), Idaho Code, consistent with the requirements established thereby.

Kuna School District Demands

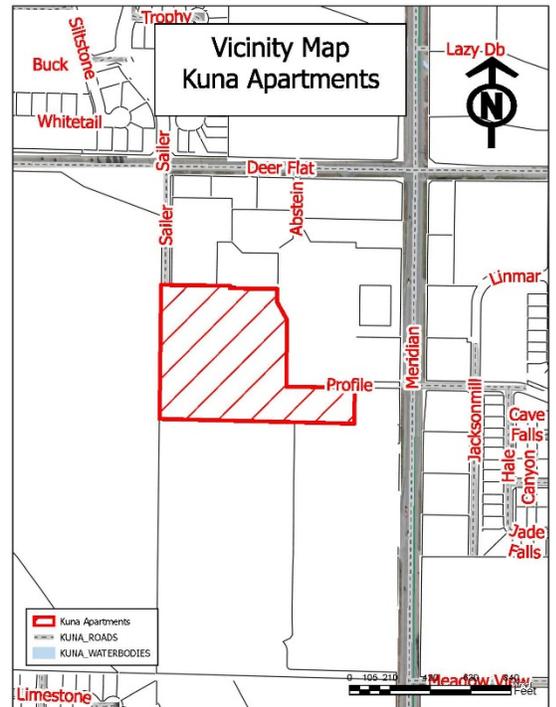
- **Summary**
 - **Majority of identified needs are not capacity-related**
 - **No control on when funds will be spent**
 - **No control on where funds will be spent**
 - **No ability to confirm funds are related to actual impacts**

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 22-01-CPM (Comprehensive**
) **Plan Map Amendment) 22-03-ZC**
) **(Rezone) and 22-02-S (Preliminary**
MARK HAMPTON) **Plat).**
)
)
For a Comprehensive Plan Map)
Amendment, Rezone and Preliminary Plat) **STAFF MEMO FOR THE KUNA**
Request at N Sailer Avenue.) **APARTMENTS SUBDIVISION.**

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2. Process and Noticing
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7. Proposed Findings of Fact and Conclusions of Law
8. Proposed Comprehensive Plan Analysis
9. Commission’s Recommendation
10. Councils Proposed 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
1.1	Staff Memo			X

2.1	Application Coversheet			X
2.2	Comp Plan Amendment Application			X
2.3	Rezone Application			X
2.4	Preliminary Plat Application			X
2.5	Deeds			X
2.6	Affidavit of Legal Interest			X
2.7	Project Narrative			X
2.8	Rezone Narrative			X
2.9	Neighborhood Meeting Certification			X
2.10	Vicinity Map			X
2.11	Legal Description C-1			X
2.12	Legal Description R-20			X
2.13	Preliminary Plat			X
2.14	Landscape Plan			X
2.15	Site Utility & Drainage			X
2.16	Commitment to Property Posting			X
2.17	CC&R's			X
2.18	Landscape Plan			X
2.19	Letter Requesting Agency Comments			X
2.20	City Engineer Memo			X
2.21	ACHD Letter			X
2.22	BPBC Letter			X
2.23	Central Dist. Health Dept. Letter			X
2.24	COMPASS Letter			X
2.25	KSD Letter			X
2.26	Nampa Meridian Irr. Dist. Letter			X
2.27	KMN Proof of Publish Pnz			X
2.28	300 Legal Mailer Proof of Mailer PnZ			X
2.29	Proof of Site Posting PnZ			X
2.30	Website Publish PnZ			X
2.31	Commission FCO's			X
2.32	Commission Meeting Minutes			X
2.33	KMN Proof of Publish			X
2.34	300 Legal Mailer Proof of Mailer			X
2.35	Proof of Site Posting			X
2.36	Website Publish			X

II PROCESS AND NOTICING

- 2.1** Kuna City Code (KCC), Title 1, Chapter 14, Section 3 states Comprehensive Plan Map Amendments, Rezones and Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

2.1.1 Notifications

- | | |
|--|----------------------------|
| 2.1.1.1 Neighborhood Meeting: | May 5, 2022 (No Attendees) |
| 2.1.1.2 Agency Comments Request: | August 4, 2022 |
| 2.1.1.3 300 FT Legal Mailer Notice: | December 9, 2022 |
| 2.1.1.4 Kuna Melba News Newspaper: | November 23, 2022 |
| 2.1.1.5 Site Posted: | December 9, 2022 |

III APPLICANTS REQUEST

- 3.1** Mark Hampton, requests approval to amend the Comprehensive Plan Map (FLUM) from Commercial to High Density Residential (HDR), Rezone approx. 8.93 total acres from R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial) TO R-20 (HDR); and approx. 2.88 ac. from R-6 to the C-1 zone; and requests Preliminary Plat approval to subdivide the site into 2 buildable lots. The site is located in Section 24, Township 2 North, Range 1 West (APN; S1324110095).

IV GENERAL PROJECT FACTS

4.1 Site History

- 4.1.1** The site was previously used for farming purposes. It has been an empty field for more than ten (10) years.

4.2 Surrounding Land Uses

North	C-1	Neighborhood Commercial - Kuna City
South	R-6	Medium Density Residential - Kuna City
East	C-1	Neighborhood Commercial - Kuna City
West	RUT	Rural Urban Transition – Ada County

4.3 Parcel Number, Owner, Parcel Size and Current Zoning

- 4.3.1** S1324110095
4.3.1.1 CJM, LLLP

- 4.3.1.2 Approximately 11.81 acres
- 4.3.1.3 R-6 (High Density Residential) *and*,
- 4.3.1.4 C- 1 (Neighborhood Commercial)

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 proposed project site currently has vegetation consistent with that of an unused, vacant agricultural field. The site has an estimated average slope of 1.5% to 1.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be greater than 60 inches.

4.6 Environmental Issues

4.6.1 Staff is not aware of any environmental issues, health or safety conflicts and the subject site is well outside the boundary of the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) has recommendations for surface and groundwater protection practices and requirements for development of all sites.

4.7 Comprehensive Plan Future Land Use Map

4.7.1 The Future Land Use Map (FLUM) is intended to serve as a guide for the decision-making body for the city. The FLUM indicates land use designations generally speaking, it is not the actual zone. The FLUM identifies the proposed project site as Commercial.

4.8 Recreation and Pathways Map

4.8.1 The Pathways Master Plan Map does not indicate a future trail or pathway along or adjacent the site.

4.9 Agency Responses

Agency	Exhibit No.
City Engineer’s Memo	2.20
ACHD – Ada County Highway District	2.21
Boise Project Board of Control	2.22
Central Dist. Health Dept.	2.23
COMPASS	2.24
Kuna School District No. 3	2.25
Nampa Meridian Irrigation District	2.26

V TRANSPORTATION AND CONNECTIVITY

- 5.1** According to the ACHD report (*Exhibit 2.21*) Sailer Avenue has an existing stub to the north of the site and is improved with vertical curb and gutter, 5-foot attached sidewalk on the east side. 42-foot of (existing) right-of-way for Sailer Avenue abuts the site.

The Applicant should be required to improve the west side of Sailer Avenue with 12-foot of pavement beyond centerline, in addition to all of the improvements on the east half abutting their site.

The Applicant should be required to construct a temporary cul-de-sac turnaround at the terminus of the south end of Sailer Avenue.

The Applicant should be required to redesign Sailer Avenue to reduce the length or to include the use of passive (traffic calming) design elements.

Staff highlights that *KCC 6-3-3-C* requires developers to provide and connect to stub streets. According to the ACHD report, benefits of interconnectivity through use of stub streets includes, but is not limited to, reduction in miles traveled, increases pedestrian and bicycle connectivity, increases access for EMS, reduces need for additional access points to arterial systems, promotes efficient delivery of daily services/deliveries, promotes intra-neighborhood traffic circulation to schools, parks, etc., and promotes orderly development.

VI STAFF ANALYSIS

- 6.1** A Pre-Application Meeting was held between the Applicant and the City March 21, 2022. The Applicant held a Neighborhood Meeting with residents within 300-ft of the proposed project area on May 5 2022, there zero attendees. Neighborhood Meeting information, as well as mailed materials have been provided as a part of this application.

Mark Hampton, requests approval to change the Future Land Use Map (FLUM), for part of the site from Commercial, to High Density Residential and to rezone approximately (approx.) 8.93 acres from R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial), to R-20 (High Density Residential). Applicant also request to subdivide the approx. 11.81 acres into 2 total lots (1 Residential, and 1 Commercial).

The gross density of the project is proposed to be 18.25 dwelling units per acre (DUA), and the net density is proposed to be 19.73 DUA. The Applicant proposes 3.45 acres, or 32.80% of the residential area of the project as open space.

According to Exhibit 2.20, The applicant has approximately 186 prepaid equivalent dwelling units (EDU's) available for this property. The total projected EDU's is approximately 193. The City can service up to 186 EDU's. Additional EDU's may become available when the 18" Danskin force main is complete. Rezoning this parcel from R-6 and C-1 to R-20 will increase demand on a gravity sewer line downstream of the project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.

Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the project as a whole. Staff highlights if this project is approved, it is the responsibility of the Developer to ensure any anticipated buildings fit buildable lot(s).

The installation of streetlights is a required public improvement listed under KCC 6-4-2. The Applicant shall be required to work with staff in order to comply with KCC and install street and parking lot lights a maximum spacing of 250-ft.; the final location of street lights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to “Dark Sky” standards and are required to be LED streetlights.

Staff has reviewed the proposed Comprehensive Plan Amendment, Rezone and Preliminary Plat for technical compliance with KCC, Idaho Statute § 67-65; and the Kuna Comprehensive Plan. The Applicant will be required to work with Kuna’s staff, ACHD, the Kuna Rural Fire District and any other applicable agencies to ensure conformance to each agency’s requirements where the stricter requirements shall be followed. If the City Council Approves Case Nos. 22-01-CPM, 22-03-ZC and 22-02-S the Applicant shall be subject to the Conditions of Approval listed in section “X” (10) of this memo, and any additional conditions recommended by the Council. Should the applicant meet the requirements of the City Engineer and other City requirements, staff would recommend approval for this proposal.

6.2 Applicable Standards

- 6.2.1 City of Kuna Zoning Ordinance, Title 5.
- 6.2.2 City of Kuna Subdivision Ordinance Title 6.
- 6.2.3 City of Kuna Comprehensive Plan FLUM.
- 6.2.4 Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

VII PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 22-01-CPM, 22-03-ZC and 22-02-S, including the Comprehensive Plan, Kuna City Code, Staff’s Memo, including the exhibits, and testimony during the Public Hearing, the Kuna City Council hereby ***Approves/Conditionally Approves/Denies***, a request from Mark Hampton for Comprehensive Plan Map Amendment, Rezone and Preliminary Plat approval in order to Amend the FLUM, Rezone the property as requested and subdivide the approx. 11.81 acres into 2 buildable lots.

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

- 7.1 Based on the evidence contained in Case Nos. 22-01-CPM, 22-03-ZC and 22-02-S this proposal ***does/does not*** generally comply with the City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design*

requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6. Exhibit 2.20-Public Works The applicant has approximately 186 prepaid EDU's for this property. The total projected EDU's is approximately 193. The City can service up to 186 EDU's. Additional EDU's may become available when the 18" Danskin force main is complete.

- 7.2 The public notice requirements **have/have not** been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Staff Finding: Applicant held a Neighborhood Meeting May 5, 2022; Zero residents attended. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on December 9, 2022, and a legal notice was published in the Kuna Melba Newspaper on November 23, 2022. The Applicant posted a sign on the property on December 9, 2022.

- 7.3 Based on the evidence on file for Case Nos. 22-01-CPM, 22-03-ZC and 22-02-S, this proposal **does/does not** generally comply with the Comprehensive Plan.

Staff Finding: The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups in Kuna, as well as the installation of pathways and open space. The existing zone district is C-1, and the Comp Plan Map designates the property as Commercial.

- 7.4 The contents of the proposed Comprehensive Plan Amendment, Rezone and Preliminary Plat applications **do/do not** contain the necessary requirements as listed in KCC 5-13-9, KCC 5-7, KCC 6-2-3, KCC 5-13, KCC 5-6, and KCC 5-4.:

Staff Finding: Review by Staff of the proposed Comprehensive Plan Amendment, Rezone, Preliminary Plat confirms all applicable technical requirements listed in KCC were provided.

- 7.5 The availability of existing and proposed public services and streets **can/cannot** accommodate the proposed development.

Staff Finding: According to Exhibit 2.20 Rezoning this parcel from R-6 and C-1 to a R-20 will increase demand on a gravity sewer line downstream of this project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.

- 7.6 The proposed development **is/is not** in compliance with the City of Kuna, Master Utility Plans (Sewer/Water/Pressurized Irrigation).

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

- 7.7 The public **does/does not** have the financial capability to provide supporting services to the proposed development.

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

- 7.8 The proposed project *does/ does not* consider health and safety of the public and the surrounding area's environment.

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

- 7.9 The site landscaping *does/does not* minimize the impact on adjacent properties through the use of screening.

Staff Finding: A landscape plan was submitted and appears to conform to KCC as necessary.

- 7.10 The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

Staff Finding: Pursuant to Idaho Code 67-8003, the Owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more than twenty-eight (28) days after the final decision concerning the matter at issue. The City shall prepare a written taking analysis concerning the action if requested.

VIII PROPOSED COMPREHENSIVE PLAN ANALYSIS

The City Council may *accept/reject* the Comprehensive Plan components, and shall determine if the proposed Comprehensive Plan Map Amendment, Rezone and Preliminary Plat requests for the site *are/are not* consistent with the following Comprehensive Plan components:

- 8.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant.
- Goal 1.A: Ensure Land Use in Kuna will support economic development.
 - Goal 1.C: Attract and Encourage new and existing businesses.
 - Objective 1.C.2: Create an environment that is friendly to business creation, expansion and relocation.
 - Policy 1.C.2.d: Ensure infrastructure and public facilities are in place and parcels identified for commercial or industrial are shovel-ready.
- 8.2 Goal Area 2: Kuna will be a healthy, safe community.
- Goal 2.A: Maintain and expand parks and public gathering spaces.
 - Objective 2.A.2: Maintain and expand the pathway and trail network with a focus on building connectivity to key activity and population centers that serve all areas of Kuna.
 - Policy 2.A.2.a: Ensure the trails and pathways system promotes bike and pedestrian connectivity to key activity centers such as schools, parks, retail centers and downtown.
 - Policy 2.A.2.d: Work with private developers and land Owners to direct expansion of the trails and pathways system throughout Kuna.

- Goal 2.B.: Maintain and expand parks and public gathering spaces.
 - Objective 2.B.1: Maintain and expand the parks system.
 - Policy 2.B.1.b: Continue to require neighborhood park development through the subdivision development process.

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

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
 - Objective 3.D.1: Encourage development of housing options for all citizens.
 - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
 - Objective 3.D.2: Create strong neighborhoods through preservation, new development, connectivity and programming.
 - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.
- Goal 3.G.: Respect and protect private property rights.
 - Objective 3.G.1: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
 - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property Owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

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

- Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.
 - Objective 4.B.2: Maintain/expand sidewalks/pedestrian facilities within the community.
 - Policy 4.B.2.b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.
 - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
 - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.

8.5 Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.

- Objective 4.C.1: Maintain/enhance existing pathways/trails/on-street bicycle facilities.
 - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
 - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
- Objective 4.C.2: Ensure expansion of pathways, trails and on-street bicycle routes.
 - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.

8.6 Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.

- Objective 4.D.2: Ensure the continued expansion/development of a classified roads system throughout the community.
 - Policy 4.D.2a: Extend and expand Mid-Mile Roads as growth occurs.
 - Policy 4.D.2b: Preserve adequate Rights-Of-Way along all classified roads or other approved alternative locations to align roads.

IX COMMISSION'S RECCOMENDATION

Based upon the record contained in Case Nos. 22-01-CPM, 22-03-ZC and 22-02-S, including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and testimony during the Public Hearing, the Planning and Zoning Commission *recommended Approval*.

X COUNCIL'S PROPOSED ORDER OF DECISION

*Note: These motions are for the **Approval, Conditional Approval or Denial** of the Comprehensive Plan Map Amendment, Rezone, and Preliminary Plat. However, if the City Council wishes to approve or deny specific parts of these requests as detailed in the Memo, those changes must be specified.*

Based upon the record contained in Case Nos. 22-01-CPM, 22-03-ZC and 22-02-S, including the Comprehensive Plan, Kuna City Code, Staff's Memo, including the exhibits, and testimony during the Public Hearing, the Kuna City Council hereby **Approves/Conditionally Approves/Denies**, a request from Mark Hampton for Comprehensive Plan Map Amendment, Rezone and Preliminary Plat approval in order to Amend the FLUM, Rezone the property as requested and subdivide the approx. 11.81 acres into 2 buildable lots, subject to the following conditions:

10.1 The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

10.1.1 The City Engineer shall approve all sewer connections.

- 10.1.2** The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.
- 10.1.3** Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.
- 10.1.4** The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
- 10.1.5** The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
- 10.1.6** Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).
- 10.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 10.2** Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.
- 10.3** Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- 10.4** Connection to City Services (Sewer and Domestic Water) is required; the Applicant shall conform to all corresponding City of Kuna Master Plans.
- 10.5** The Developer/Owner/Applicant shall not submit an application for Final Plat until the City’s Public Works Director issues a Will-Serve Letter stating that the City’s appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
- 10.6** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and may be eligible to receive, pursuant to KCC § 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
- 10.7** Landscape buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.
- 10.8** Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
- 10.9** It is the responsibility of the Developer or their engineer to coordinate *and* design for the stricter requirement between agencies and the City of Kuna standards for the entire development.
- 10.10** Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code. Street lights for the site shall be LED lighting and must comply with

Kuna City Code and established Dark Sky practices.

- 10.11** Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
- 10.12** All required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
- 10.13** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- 10.14** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
- 10.15** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.
- 10.16** Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.
- 10.17** The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
- 10.18** Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- 10.19** Applicant shall work with the City Engineer for proper easement widths for the project as a whole.
- 10.20** Developer shall ensure any residential or commercial buildings fit any approved buildable lot.
- 10.21** Developer/Owner/Applicant/Contractors are hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 10.22** Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- 10.23** Develop/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the Final Plat.
- 10.24** The Landscape Plan (dated 7.15.22) and Preliminary Plat (dated 8.8.22) will be considered binding site plans as amended *and/or* approved.
- 10.25** Downstream and upstream water users' rights shall not be impeded. Developers/Owners/Applicants,

are all responsible to maintain and honor all historic flows, rights, and access.

10.26 Developer/Owner/Applicant shall follow staff, the City Engineer's, and other agency recommended requirements as applicable.

10.27 Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

DATED this 3rd, day of January, 2023.



Planning & Zoning Application Coversheet

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



****Office Use Only****

File No.(s): 22-01-CPM, 22-03-ZC, 22-02-S & 22-28-DR

Project Name: Kuna Apartments

Date Received: 05.10.2022

Date Accepted as Complete: 6.14.2022

Type of review requested (check all that apply):

<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input checked="" 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 checked="" type="checkbox"/>	Preliminary Plat	<input checked="" 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: CJM Limited Liability Limited Partnership

Address: N Sailer Ave, Kuna, ID 83634

rep Phone: 801.860.6275 Email: Mark@rimrock.us

Applicant (Developer) Information

Name: Mark Hampton, Kevin Peay

Address: 11716 S 700 E, Draper, UT 84020

Phone: 801.676.7625 or 801.897.3456 Email: mark@rimrock.us; kcpcorp6@gmail.com

Engineer/Representative Information

Name: Jarrett Architecture

Address: 2701 N Thanksgiving Way, Suite 100, Lehi, UT 84043

Phone: 801.901.0506 Email: riley@jarrettarchitecture.com

Subject Property Information

Site Address: N Sailer Ave, Kuna, ID 83634

Nearest Major Cross Streets: E Deer Flat, N Meridian

Parcel No.(s): S1324110095

Section, Township, Range: 2N1W24

Property Size: 13.39

Current Land Use: Vacant Proposed Land Use: Multi-Family

Current Zoning: R-6 Proposed Zoning: R-20

Project Description

Project Name: Kuna Apartments

General Description of Project: Rezone of 10.52 acres and preliminary plat of 192 apartment units.

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: Clubhouse with fitness room and theater / entertainment area. Outdoor pool and park area.

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): 2,500 sf clubhouse, 32,965 sf apartment buildings

Gross Density (Dwelling Units ÷ Total Acreage): 192 / 10.52 = 18.25

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 192 / 9.73 = 19.73

Percentage of Open Space provided: 32.8% Acreage of Open Space: 3.45 ac.

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

Non-Residential Project Summary (If Applicable)

Number of building lots: 1 (10.52 ac R-20) Other lots: 1 (2.87 ac C-1)

Gross floor area square footage: 233,220 sf Existing (if applicable): 0

Building height: ~38' 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: 12 Dimensions: 9' x 20'

Regular parking spaces: 504 Dimensions: 9' x 20'

Width of driveway aisle: 26'

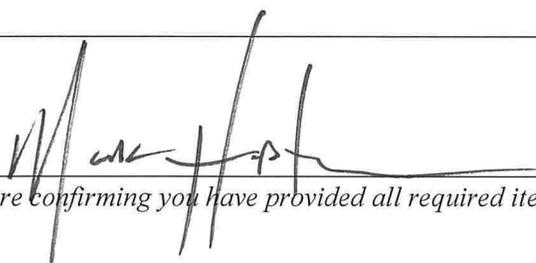
Proposed lighting: Down light pole lighting at 250' o.c.

Is lighting "Dark Sky" compliant? YES NO

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

Common landscaping shrub and turf around the apartment buildings

and through out the parking lots and around the clubhouse.

Applicant Signature:  Date: 5/6/2022
By signing, you are confirming you have provided all required items listed on this application.

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



Preliminary Plat Application

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



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

****Office Use Only****

Case No(s): 22-01-CPM, 22-03-ZC, 22-02-S

Project Name: Kuna Apartments

Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by staff

Date Received: 05.10.2022

Date Accepted as Complete: _____

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

- Complete Planning & Zoning Application Coversheet
- Complete Preliminary Plat Application
- Detailed narrative or justification for the application, describing the project, design elements, serviceability, amenities, and how the project complies with the requirements found within Kuna City Code.
- Vicinity Map 8.5" x 11": Drawn to scale of 1" = 300' (or similar), showing the location of subject property. Map shall contain a shaded area showing the annexation property; surrounding street names; and name(s) of surrounding subdivisions.
- Legal Description of Preliminary Plat Area: Include metes & bounds description to the section line of all adjacent roadways; stamped & signed by a registered professional Land Surveyor; calculated closure sheet; and a map showing the boundaries of the legal description.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. *(One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.)*
- Neighborhood Meeting Certification.
- Commitment of Property Posting form signed by the applicant/agent.
- A letter or email from the Ada County Engineer showing the subdivision name reservation. *(A name change needs to be submitted and approved by the Planning & Zoning Director & Ada County Engineer.)*
- Preliminary Plat (24" x 36"): Drawn to a scale of 1" = 100' (or similar), showing
 - Topography at 2' intervals
 - Land uses (location, layout, types & dimensions) of Residential, Commercial & Industrial
 - Street right-of-way (ROW) including dimensions of ROW dedication for all roadways, street sections, improvements, etc.
 - Easements/common space such as utility easements, parks, community spaces, etc.
 - Layout & dimensions of lots
 - Improvements drawing showing water, sewer, drainage, electricity, irrigation, telephone, gas, proposed street lighting, proposed street names, fire hydrant placement, storm water disposal, underground utilities, and sidewalks.
- Preliminary Plat (8.5" x 11"): Drawn to a scale of 1" = 100' (or similar), with the same items as listed in the "Preliminary Plat".

- Phasing Plan
- Landscape Plan for subdivision entrances, buffers, common areas, etc.
- Homeowners Maintenance Agreement for the care of landscaped common areas.

**IF THE PRELIMINARY PLAT INCLUDES 100 LOTS OR MORE,
A TRAFFIC IMPACT STUDY IS REQUIRED.**

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

Information to Note:

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

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

Applicant Signature:  Date: 5-6-22
By signing, you are confirming you have provided all required items listed on this application.

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 34.00 9
BOISE IDAHO 08/21/2012 02:47 PM
DEPUTY Victoria Bailey
Simplifile Electronic Recording
RECORDED-REQUEST OF
FIDELITY NATIONAL TITLE - BOIS 112084498

Recording Requested By and
When Recorded Return to:

CJM Limited Liability Limited Partnership
Attn: Mark Ridley
621 Washington Street South
Twin Falls, Idaho 83301

1075718 1p

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, SYRINGA BANK, an Idaho corporation ("**Grantor**"), does hereby grant, bargain, sell and convey unto CJM Limited Liability Limited Partnership, an Idaho limited liability limited partnership ("**Grantee**"), whose address is 621 Washington Street South, Twin Falls, Idaho 83301, all of Grantor's right, title and interest in and to the real property located in the Ada County, Idaho, legally described as follows:

See Schedule I, attached hereto and incorporated herein by this reference

Together with all appurtenances thereto (the "**Property**").

TO HAVE AND TO HOLD the Property, with its all and singular appurtenances unto Grantee, and Grantee's heirs, successors and assigns forever.

Grantor makes no covenants or warranties with respect to title, express or implied, other than that previous to the date of this deed, Grantor 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 deed free from encumbrances made or suffered by the Grantor, or any person claiming under Grantor, subject, however, to (i) reservations or restrictions in federal patents or state or railroad deeds or in laws providing for such patents or deeds; (ii) building or use restrictions, building and zoning regulations and ordinances of any governmental unit; (iii) the lien of real property taxes not yet due and payable; (iv) all easements, rights of way, claims of easements, covenants, restrictions and encumbrances or other matters of record or that would appear from a survey or careful examination of the Property; (v) any amounts due under or encumbering the Property pursuant to the Kuna Local Improvement District No. 2006-1; (vi) that certain Rental Agreement dated April 1, 2012, between Idaho Mutual Trust, LLC and Grantor as lessors and Vander Schaaf Farms, LLC, as lessee, and that certain Partial Lease Termination Agreement dated July 6, 2012, between Grantor and Vander Schaaf Farms, LLC; (vii) the License Agreement dated July 6, 2012, between Grantor and Vander Schaaf Farms, LLC; and (viii) those exceptions specifically set forth on Schedule II, attached hereto and incorporated herein by this reference.

THE PROPERTY IS SOLD AND CONVEYED TO GRANTEE AS IS, WHERE IS, AND WITH ALL FAULTS, INCLUDING BOTH LATENT AND PATENT DEFECTS.

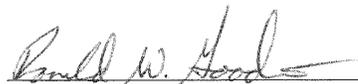
SPECIAL WARRANTY DEED - 1

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PROPERTY. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL ISSUES SET FORTH IN THIS DEED, INCLUDING BUT NOT LIMITED TO ACCESS TO THE PROPERTY, THE KUNA LOCAL IMPROVEMENT DISTRICT NO. 2006-1, THE RENTAL AGREEMENT, THE PARTIAL LEASE TERMINATION AGREEMENT AND THE LICENSE AGREEMENT.

DATED this 21st day of August, 2012.

GRANTOR:

SYRINGA BANK:

By: 
Name: Ronald W. Goodwin
Title: Business Relationship Manager

Acknowledged and Agreed:

CJM Limited Liability Limited Partnership

By: _____
Name: **Signed in Counterpart**
Title: _____

Dated: August _____, 2012

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY GRANTOR CONCERNING THE PROPERTY. GRANTEE, BY ACCEPTING THIS DEED, RELEASES GRANTOR FROM ANY AND ALL LIABILITY RELATING TO ANY ASPECT OR CONDITION OF THE PROPERTY, KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, ACTUAL OR CONTINGENT, ARISING BY STATUTE, COMMON LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL ISSUES SET FORTH IN THIS DEED, INCLUDING BUT NOT LIMITED TO ACCESS TO THE PROPERTY, THE KUNA LOCAL IMPROVEMENT DISTRICT NO. 2006-1, THE RENTAL AGREEMENT, THE PARTIAL LEASE TERMINATION AGREEMENT AND THE LICENSE AGREEMENT.

DATED this 21 day of August, 2012.

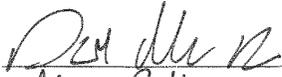
GRANTOR:

SYRINGA BANK:

By: _____
Name: **Signed in Counterpart**
Title: _____

Acknowledged and Agreed:

CJM Limited Liability Limited Partnership

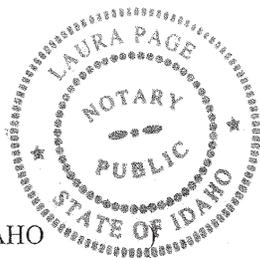
By: 
Name: Mark Redlin
Title: Partner

Dated: August 22, 2012

STATE OF IDAHO)
) ss.
County of Ada)

On this 21 day of August, 2012, before me, Laura Page, a Notary Public in and for said State, personally appeared Ronald W. Goodwin known or identified to me to be the Business Relationship Manager [title] of SYRINGA BANK, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Laura Page
Notary Public for Idaho
Residing at _____ Residing in Boise, Idaho
My commission expires Commission Expires 07/30/2015

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of August, 2012, before me, _____, a Notary Public in and for said state, personally appeared _____, known or identified to me to be one of the general partners of the limited liability limited partnership of CJM Limited Liability Limited Partnership, and the general partner or one of the general partners who subscribed said limited liability limited partnership name to the foregoing instrument, and acknowledged to me that CJM Limited Liability Limited Partnership executed the same in said limited liability limited partnership name.

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

Signed in Counterpart

Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of August, 2012, before me, _____,
a Notary Public in and for said State, personally appeared _____,
known or identified to me to be the _____ [title] of SYRINGA BANK, the
corporation that executed the within instrument or the person who executed the instrument on
behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Signed in Counterpart

Notary Public for Idaho
Residing at _____
My commission expires _____

STATE OF IDAHO)
) ss.
County of Twin Falls)

On this 20 day of August, 2012, before me, Christina Hernandez,
a Notary Public in and for said state, personally appeared Mark Ridley, known or
identified to me to be one of the general partners of the limited liability limited partnership of
CJM Limited Liability Limited Partnership, and the general partner or one of the general partners
who subscribed said limited liability limited partnership name to the foregoing instrument, and
acknowledged to me that CJM Limited Liability Limited Partnership executed the same in said
limited liability limited partnership name.

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



Christina Hernandez
Notary Public for Idaho
Residing at Twin Falls
My commission expires 6/16/14

**SCHEDULE I
LEGAL DESCRIPTION**

Parcel I:

A parcel of land located in the Northeast quarter of the Northeast quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, as shown as "Adjusted Parcel 2" in Record of Survey 9158, recorded March 22, 2012, as Instrument No. 112025843, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24, Township 2 North, Range 1 West, Boise Meridian;
 thence North 88°45'40" West, 598.89 feet along the north line of said Section 24 to a point;
 thence South 00°46'09" West, 262.01 feet to the REAL POINT OF BEGINNING of this description;
 thence South 88°45'40" East, 528.89 feet to a point on the west right of way of State Highway 69;
 thence South 00°46'09" West, 914.20 feet to an angle point in said right of way;
 thence South 01°08'24" East, 148.40 feet along said right of way to a point on the south line of the Northeast quarter of the Northeast quarter;
 thence North 88°36'28" West, 1247.83 feet to the southwest corner of the Northeast quarter of the Northeast quarter;
 thence North 00°39'34" East, 1321.16 feet to the northwest corner of the Northeast quarter of the Northeast quarter;
 thence South 88°45'40" East, 358.25 feet along the north line of the northeast quarter of the northeast quarter to a point;
 thence South 00°42'51" West, 635.00 feet to a point;
 thence South 88°45'40" East, 357.64 feet to a point;
 thence North 00°46'09" East, 372.99 feet to the REAL POINT OF BEGINNING of this description.

Parcel II:

A parcel of land being a portion of the East half of the Northeast quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24, Township 2 North, Range 1 West, Boise Meridian;
 Thence North 88°45'40" West, 598.89 feet (formerly North 89°09'06" West, 598.69 feet) along the North line of said Section 24 to the REAL POINT OF BEGINNING of this description;
 Thence South 00°46'09" West (formerly South 00°22'43" West), 635.00 feet to a point;
 Thence North 88°45'40" West (formerly North 89°09'06" West), 357.64 feet to a point;
 Thence North 00°42'51" East (formerly North 00°19'26" East), 635.00 feet to a point on the North line of said Section 24;
 Thence South 88°45'40" East (formerly South 89°09'06" East), 358.25 feet to the REAL POINT OF BEGINNING of this description.

SPECIAL WARRANTY DEED - 4

EXCEPT that portion described as follows:

A parcel of land located in the Northeast quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24, Township 2 North, Range 1 West, Boise Meridian;

Thence North $88^{\circ}45'40''$ West, 635.32 feet (formerly 635.12 feet) along the North line of said Section 24 to the REAL POINT OF BEGINNING of this description;

Thence South $00^{\circ}39'34''$ West, 262.01 feet to a point;

Thence North $88^{\circ}45'40''$ West, 215.05 feet to a point;

Thence North $00^{\circ}39'34''$ East, 262.01 feet to the North line of said Section 24, to a point;

Thence South $88^{\circ}45'40''$ East, 215.05 feet to the REAL POINT OF BEGINNING of this description.

**SCHEDULE II
PERMITTED EXCEPTIONS**

1. Water rights, claims or title to water.
2. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
3. General taxes for the year 2012, which are a lien, payable on or before December 20 of said year and not delinquent until after said date.
4. Liens, levies and assessments of the CITY OF KUNA.
5. Liens, levies and assessments of the CITY OF KUNA, IDAHO under Local Improvement District No. 2010-3
 Recorded: February 19, 2010
 Instrument No: 110015526, of Official Records
 Re-recorded: April 8, 2010
 Instrument No: 110032002

 And amended Ordinance 2010-4C
 Recorded: February 10, 2012
 Instrument No; 112012474
6. Liens and assessments of the BOISE KUNA IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided.
7. Rights and claims in and to that portion of said premises lying within the Deer Flat Road and State Highway (Kuna-Meridian Road) rights-of-way.
8. Matters as disclosed by Record of Survey No. 3466
 Recorded: March 11, 1996
 Instrument No: 96020626, of Official Records.
 (Affects Parcel I and other property)
9. Terms, conditions, provisions, easements and obligations set forth in that certain Well User's Agreement and Easement
 Between: Elmer R. Jensen and Thelma I. Jensen and Norman R. Jensen and Cordalee Jensen
 Recorded: November 1, 1989
 Instrument No: 8954350, of Official Records.
 (Affects this and other property)
10. Conditions, restrictions and access rights contained in a deed to
 Grantee: State of Idaho
 Recorded: April 18, 1997
 Instrument No: 97029946, of Official Records
 (Affects Parcel I)
11. An easement in favor of State of Idaho, Idaho Transportation Department
 Recorded: April 18, 1997
 Instrument No: 97029947, of Official Records.
 (Affects Parcel I)
12. Terms, conditions, provisions, easements, restrictions and obligations set forth in that certain Restrictive Covenants (Profile Ridge Commercial)
 Recorded: June 19, 2008

SPECIAL WARRANTY DEED - 6

- Instrument No: 108071663, of Official Records.
(Affects this and other property)
13. Matters as disclosed by Record of Survey No. 8346
Recorded: June 19, 2008
Instrument No: 108071919, of Official Records.
 14. Terms, conditions, provisions and obligations set forth in that certain Development Agreement
Between: City of Kuna, a municipal corporation and Red Cliff Development
Recorded: June 23, 2008
Instrument No: 108073048, of Official Records.
 15. Ordinance No. 2009-12 of the City of Kuna, re-zoning certain lands
Recorded: April 27, 2009
Instrument No: 109047092, of Official Records.
 16. Access, ingress, egress, and utilities easement in favor of Bighorn, L.L.C., an Idaho limited liability company as conveyed in Corporate Warranty Deed
Recorded: August 20, 2010
Instrument No: 110077808, of Official Records.
(Affects Parcel II)
 17. Matters as disclosed by Record of Survey No. 9158
Recorded: March 22, 2012
Instrument No: 112025843, of Official Records.
 18. Unrecorded rental agreements and/or leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel mortgagees and vendors under conditional sales contracts of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.
 19. Any rights, interest, or claims which may exist or arise by reason of the following shown on ALTA/ASCM Land Title Survey dated 8/10/2012, prepared by Michael S. Byrns, PLS 11334, of JUB Engineers, Inc. Job No. 10-12-086, as follows:
 - a. Easement recorded August 20, 2010, as Instrument No. 110077808, of Official Records, encroaches into adjacent parcel by 0.50 feet at the south end of the easement.
 - b. Irrigation Ditch across subject property
 - c. Gravel Driveway of adjacent property with no easement rights encroaches into Parcel II
 - d. Irrigation easement in northeasterly corner of Parcel I depicted in Idaho Department of Transportation right-of-way plans with no conveyance
 - e. Overhead power lines along northerly property of Parcels I and II
 - f. Fence located in northwesterly portion of Parcel I is not coincident with property line

SPECIAL WARRANTY DEED - 7

2



1414 W. Bannock Street / Boise
Idaho 83702 / (208) 373-3744

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 13.00 2
BOISE IDAHO 08/20/10 04:27 PM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Pioneer
110877807

316929 JB/MA
319103 MA

WARRANTY DEED

For Value Received Bighorn, L.L.C., an Idaho limited liability company
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto
Bighorn, L.L.C., an Idaho limited liability company
hereinafter referred to as Grantee, whose current address is P. O. Box 401, Kuna, ID 83634
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: August 18, 2010

Bighorn, L.L.C.

By: Craig Brown By: Nicole Brown
By: Roger Michener By: Barbara Michener

STATE OF IDAHO, County of Ada, ss

On this 18th day of August, in the year of 2010, before me Janet L. Blossch, a notary public, personally appeared Nicole Brown, Craig Brown, Roger Michener and Barbara Michener, known or identified to be all of the member(s)/manager(s) in a limited liability company, of Bighorn, L.L.C. and the member(s)/manager(s) who subscribed said limited liability company name to the foregoing instrument, and acknowledged to me that he/she/they executed the same in said limited liability company name.



Janet L. Blossch
Janet L. Blossch
Notary Public of Idaho
Residing at Boise, Idaho
Commission expires: March 17, 2011



Pioneer Title Co. is an authorized agent for Old Republic National Title Insurance Company.

COMMITMENT
SCHEDULE A

Order No. 319103

EXHIBIT A

A parcel of land located in the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24, Township 2 North, Range 1 West, Boise Meridian;
Thence North 88°45'40" West, 598.89 feet along the North line of said Section 24 to a point;
Thence South 00°46'09" West, 25.00 feet to the REAL POINT OF BEGINNING of this description:
Along the right of way of Deer Flat Road and State Highway 69 the following:
Thence South 88°45'40" East, 213.69 feet to a point;
Thence South 85°06'41" East, 235.80 feet to a point;
Thence South 68°16'04" East, 85.67 feet to a point;
Thence South 00°46'09" West, 192.00 feet to a point
Leaving said right of ways:
Thence North 88°45'40" West, 528.89 feet to a point;
Thence North 00°46'09" East, 237.01 feet to the REAL POINT OF BEGINNING of this description.

A perpetual easement for the purpose of access, ingress, egress and utilities, situated in the Northeast One Quarter of the Northeast One Quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, described as follows:

Commencing at the Northeast corner of said Section 24, thence following the Northerly line of the said Section 24 North 88°45'40" West, a distance of 598.69 feet to a point; which bears
South 88°45'40" East, a distance of 2032.23 feet from the North Quarter corner of said Section 24; thence leaving said Northerly line,
South 00°46'09" West a distance of 25.00 feet to a point on the Southerly right-of-way line of Deer Flat Road and being the POINT OF BEGINNING.
Thence leaving said Southerly right-of-way line,
South 00°46'09" West a distance of 237.01 feet to a point;
Thence North 88°45'40" West a distance of 36.43 feet to a point;
Thence North 00°46'09" East a distance of 237.01 feet to a point;
Thence South 88°45'40" East a distance of 36.43 feet to the POINT OF BEGINNING.

ORT Form 4308 A
ALTA Commitment Form 2006

Schedule A page 2 of 2 page(s)

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 12.00 4
 BOISE IDAHO 10/27/06 04:51 PM
 DEPUTY Vicki Allen
 RECORDED - REQUEST OF
 Alliance Title



106170614

Project Name: Deer Flat Road, (Ten Mile to Meridian Road)
 Project No.: 505053
 R/W Parcel No.: 13
 Township/Range/Section: NW1/4 NE 1/4 T.2N., R.1W., SEC 24

(Reserved for Ada County Recorder)

WARRANTY DEED

THIS INDENTURE, made this 9th day of October, 2006, Joshua L Bartels and Tina L. Bartels, husband and wife, the "GRANTOR" and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained and sold, and does hereby grant, bargain, sell, convey and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof,

TOGETHER with all and singular the buildings, structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

Subject to those exceptions to GRANTOR's title as are set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

SUBJECT TO those exceptions to title to which this conveyance is expressly made subject and those made, suffered or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:
 Ada County Highway District
 3775 Adams Street
 Garden City, Idaho 83714-6499

Warranty Deed, page 1

Project Name: Deer Flat Road, (Ten Mile to Meridian Road)
Project No.: 505053
R/W Parcel No.: 13
Township/Range/Section: NW1/4 NE 1/4 T.2N., R.1W., SEC 24

A portion of the Northwest quarter of the Northeast quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Northwest quarter of the Northeast quarter and bearing
South 0°08'52" West 275.98 feet along the West boundary of said Northwest quarter of the Northeast quarter; thence
North 68°40'09" West 192.82 feet; thence
North 0.08'52" East 208.27 feet parallel to the West boundary of said Northwest quarter of the Northeast quarter to the North boundary of said Northwest quarter of the Northeast quarter; thence South 89°13'27" East 179.80 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Project Name: Deer Flat Road, (Ten Mile to Meridian Road)
Project No.: 505053
R/W Parcel No.: 13
Township/Range/Section: NW1/4 NE 1/4 T.2N., R.1W., SEC 24

Special Exceptions

1. Levies and assessments of the Boise Kuna irrigation District, and the rights, powers and easements of said district as by law provided.
2. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
3. Exceptions and reservations contained in the deed from the State of Idaho Recorded: March 16, 1943.
Book: 259.
Page: 483, of Official Records.
Records of: Ada County
Wherein mineral rights are reserved to the state. (47-701 Idaho code).
4. Right of the public in and to that portion of the premises lying within the right-of-way of E. Deer Flat Road.
5. Ditch, road and public utility easements as the same may exist over said premises.

EXHIBIT "B"

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 9.00 3
BOISE IDAHO 04/06/09 10:26AM
DEPUTY Nikola Olson
RECORDED-REQUEST OF
LANDAMERICA TRANSNATION W
109038689



WARRANTY DEED

FOR VALUE RECEIVED

Don A. Weaver and Pamela H. Weaver, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

James R. Arms, a single person

GRANTEES(s), whose current address is: **1099 E. Deer Flat Rd., Kuna, ID 83634**
the following described real property in Ada County, State of Idaho, more particularly
described as follows, to wit:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated this 2 day of April, 2009

Don A. Weaver

Pamela H. Weaver

Order No. 1067818-tr

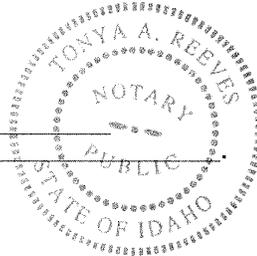
State of Idaho

County of Ada

On this 2nd day of April, 2009, before me the undersigned, a Notary Public in and for said state, personally appeared Don A. Weaver and Pamela H. Weaver known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Tonya A. Reeves

Notary Public Name: _____
Residing at _____
My Commission Expires: _____
TONYA A. REEVES
Notary Public, State of Idaho
Residing in Meridian
My Commission Expires April 20, 2010



Order No. 1067818-tr
Deed-Warranty

4/1/09 5:52 PM

Order No. 1067818-tr

EXHIBIT "A"

The land referred to in this commitment is described as follows:

A portion of the Northwest quarter of the Northeast quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the Northeast corner of said Northwest quarter of the Northeast quarter and bearing

South 0°08'52" West, 275.98 feet along the West boundary of said Northwest quarter of the Northeast quarter; thence

North 68°40'09" West, 437.58 feet; thence

North 57°30'59" West, 144.13 feet; thence

North 0°46'33" East, 46.57 feet to the North boundary of said Northwest quarter of the Northeast quarter; thence

South 89°13'27" East, 529.32 feet along the North boundary of said Northwest quarter of the Northeast quarter to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following described property:

Commencing at the Northeast corner of said Northwest quarter of the Northeast quarter and bearing

South 0°08'52" West, 275.98 feet along the West boundary of said Northwest quarter of the Northeast quarter; thence

North 68°40'09" West, 192.82 feet; thence

North 0°08'52" East, 208.27 feet parallel to the West boundary of said Northwest quarter of the Northeast quarter to the North boundary of said Northwest quarter of the Northeast quarter; thence

South 89°13'27" East, 179.80 feet to the POINT OF BEGINNING. This parcel is subject to an existing road right-of-way along the Northern boundary.

EXCEPT any portion lying within the right-of-way of Deer Flat Road.

EXCEPT that portion granted to Ada County Highway District by Warranty Deed recorded January 5, 2007 as Reception No. 107002012

Order No. 1067818-tr
Deed-Warranty

4/1/09 5:52 PM

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 12.00 4
BOISE IDAHO 12/21/06 04:28 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Pioneer
106197680

Project Name: Deer Flat Road (Ten Mile to Meridian Road)
Project No.: 505053
R/W Parcel No.: 10
Township/Range/Section W1/2 NE ¼ T.2N, R.1W., SEC 24

257100-KC/HH

WARRANTY DEED

THIS INDENTURE, made this 15th day of September, 2006, Darrell Lee Robertson, also known as Darrell L. Robertson, as his separate estate, the "GRANTOR". and ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the State of Idaho, the "GRANTEE";

WITNESSETH:

FOR VALUE RECEIVED, the GRANTOR has granted, conveyed, bargained, and sold, and does hereby grant, bargain, sell, convey, and confirm to the GRANTEE and its successors and assigns forever, that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TOGETHER with all and singular the buildings, structures, improvements, and fixtures thereto, the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof (the "Premises").

SUBJECT TO general taxes and assessments for the current year which are not yet due and payable, easements of record or obvious on a physical inspection of the Premises, any recorded reservation of oil and/or mineral rights and covenants of record.

Subject to those exceptions to title to which this conveyance is expressly made subject and those made, suffered, or done by the GRANTEE: (a) the GRANTOR covenants to the GRANTEE, its successors and assigns, that the GRANTEE shall enjoy the quiet and peaceful possession of the Premises; and (b) GRANTOR warrants to the GRANTEE, its successors and assigns, that GRANTOR is the owner of said Premises in fee simple and has the right and authority to convey the same to GRANTEE, and GRANTOR will defend the GRANTEE's title from all lawful claims whatsoever.

The current address of the GRANTEE is:

Ada County Highway District
3775 Adams Street
Garden City, Idaho 83714-6499

Owner of Record: Darrell L. Robertson
Parcel No.: S1324121000
ACHD Project: Deer Flat Road (Ten Mile to SH69)
Project No.: 505053

Parcel 10 Right-of-Way Description

A parcel of land situated in the W1/2 NE1/4 of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being part of that Warranty Deed, filed as instrument number 8305282, records of Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest corner of the W1/2 NE1/4 (E1/16 corner) of said Section 24 from which the northeast corner of said W1/2 NE1/4 bears S 89°13'27" E, 1315.39 feet as shown on Record of Survey No. 3466, filed as instrument number 96020626, records of Ada County, said point being the POINT OF BEGINNING.

Thence S 89°13'27" E, 786.07 feet along the north boundary of said W1/2 NE1/4 and centerline of West Deer Flat Road to the northeast corner of said Warranty Deed;

Thence S 0°46'33" W, 46.57 feet along the east boundary of said Warranty Deed to a point;

Thence S 57°30'59" E, 2.72 feet along said east boundary to a point lying 48.00 feet south of the north boundary of said W1/2 NE1/4;

Thence N 89°13'27" W, 787.81 feet parallel to the north boundary of said W1/2 NE1/4 and centerline of West Deer Flat Road to a point on the west boundary of said Warranty Deed;

Thence N 0°05'37" E, 48.00 feet along said west boundary to the Point of Beginning.

Said described parcel contains 37,721 square feet or 0.87 acres and includes 19,648 square feet or 0.45 acres of prescriptive use right-of-way.

Said parcel is subject to easements of record or in use.

This legal description was prepared by the ACHD Survey Section from record data .



EXHIBIT "A"

Project Name: Deer Flat Road, (Ten Mile to Meridian Road)
Project No.: 505053
R/W Parcel No.: 10
Township/Range/Section: W1/2 NE 1/4 T.2N., R.1W., SEC 24

SPECIAL EXCEPTIONS

1. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4 of Ada County Code (208-287-6800).
2. Liens and assessments of the following district and the rights and powers thereof as provided by law. District: Boise Kuna Irrigation District (922-5608)
3. Rights and claims in and to those portions of said premises lying within the right of ways of ditches, canals and lateral.
4. Rights and claims in and to those portions of said premises lying within the right-of-ways of Deer Flat Road and N. Kay Avenue.
5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: Power line
In Favor of: Idaho Power Company
Recorded: February 26, 1999
Instrument No.: 99019318

EXHIBIT "B"

Recording Requested By:

And When Recorded Mail To:
Pioneer Lender Trustee Services, LLC
8151 W. Rifleman St.
Boise, ID 83704

Loan No.: 2006217
T.S. No.: 20000.2009
Title Order No.: 317095

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 16.00 3
BOISE IDAHO 12/29/10 04:09 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Pioneer

110122714

CORRECTIVE TRUSTEE'S DEED

This corrective Deed is being recorded to correct the grantor as filed by assignment recorded 8/27/2010 as instrument 110079887, and is to replace Trustees Deed as recorded on 11/16/2010 as Instrument No. 110108101, records of Ada County, Idaho.

Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services (herein called Trustee) as Trustee under the Deed of Trust hereinafter particularly described, does hereby bargain, sell and convey, without warranty, to Idaho Mutual Trust, a Delaware limited liability herein called Grantee whose current address is: 12594 W. Explorer Dr., Suite 100 Boise, ID 83713

All of the real property situated in the County of Ada, state of Idaho described as follows: See legal description on Exhibit "A" attached hereto

This conveyance is made pursuant to the powers conferred upon Trustee by the Deed of Trust between Red Cliff Development, Inc., an Idaho Corporation, As Grantor, and Transnation Title & Escrow, Inc., a Delaware Corporation, As Trustee, and Idaho Mutual Trust, LLC, an Idaho limited liability company, As Beneficiary, Recorded 6/30/2006, As Instrument No. 106105641, Book - Page -, Mortgage records of Ada County, Idaho, and after the fulfillment of the conditions specified in said Deed of Trust authorizing this conveyance as follows:

1). Default occurred in the obligations for which such deed of trust was given as security and the beneficiary made demand upon the said trustee to sell property pursuant to the terms of said deed of trust. Notice of Default was recorded 7/1/2010, As Instrument No. 110061803, Book -, Page -, Mortgage records of Ada County, Idaho and in the office of each County in which the property described in said deed of trust, or any part thereof, is situated, the nature of such default being as set forth in said Notice of Default. Such default still existed at the time of sale.

2). After recording of said Notice of Default, trustee gave notice of the time and place of the sale of said property by registered or certified mail, by personal service upon the occupants of said premises and by publishing in a conspicuous place on said premises and by publishing in a newspaper of general circulation in each of the counties in which the property is situated as more fully appears in affidavits recorded at least 20 days prior to the date of sale as Instrument(s) No. 110090816, Book --, Page -- Mortgage records of Ada County, Idaho.

3). The provisions, recitals and contents of the Notice of Default referred to in paragraph (1) Supra and of the Affidavits referred to in paragraph (2) supra shall be and they are hereby incorporated herein and made an integral part hereof for all purposes as though set forth herein at length.

4). All requirements of law regarding the mailing, personal service, posting, publication and recording of the notice of default, and Notice of Sale and for all other notices have been complied with.

5). Trustee has complied with notice requirements as recited in Section 45-1505, including and not limited to the most recent amendments to code 45-1505.

6). Not less than 120 days elapsed between the giving of Notice of Sale by registered or certified mail and the sale of the property.

7). Trustee, on 11/16/2010, at public auction, in one parcel, struck off to Grantee, being the highest bidder thereof, the property herein described for the sum of \$1,500,000.00, subject however to all prior liens and encumbrances. No person or corporation offered to take any part of said property less than the whole thereof for the amount of principal, interest, and advanced costs.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its Corporation name to be hereunto subscribed.

Dated: 12/28/2010

By: Pioneer Title Company of Ada County dba Pioneer Lender Trustee Services

Amy L. Bowles
Amy L. Bowles, Assistant Secretary

State of Idaho
County of ADA

On this 12/28/2010 , before me, Deborah Duncan the undersigned a Notary Public in and for the State, personally appeared Amy L. Bowles, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf or which the person(s) acted, execute the instrument.

Deborah Duncan
Notary Public: Deborah Duncan
Residing at: Boise, ID
Commission Expires: 4/18/2014

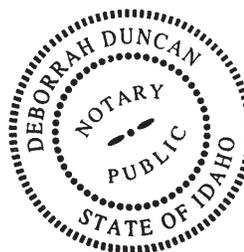


EXHIBIT "A"

PARCEL I (2204)

A parcel of land being a portion of the East Half of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast Corner of Section 24, Township 2 North, Range 1 West, Boise Meridian; thence South 00°22'43" West, 2,649.31 feet to the Southeast corner of the Northeast Quarter of Section 24; thence North 88°50'40" West, 70.01 feet to a point on the West right-of-way of State Highway 69; thence North 00°22'43" East, 273.18 feet along the West right-of-way of Highway 69 to the REAL POINT OF BEGINNING of this description; thence North 89°37'17" West, 147.80 feet to a point; thence North 00°22'43" East, 200.00 feet to a point; thence South 89°37'17" East, 147.80 feet to a point on the West right-of-way of State Highway 69; thence South 00°22'43" West, 200.00 feet to the REAL POINT OF BEGINNING of this description.

PARCEL II (1801)

A parcel of land being a portion of the East Half of the Northeast Quarter of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Commencing at the Northeast corner of Section 24, Township 2 North, Range 1 West, Boise Meridian; thence South 00°22'43" West, 2,649.31 feet to the Southeast corner of the Northeast Quarter of said Section 24; thence North 88°50'40" West, 70.01 feet along the South line of said Northeast quarter to a point on the West right-of-way of State Highway 69; the REAL POINT OF BEGINNING of this description; thence North 88°50'40" West, 1,240.40 feet to the Southwest corner of the East Half of said Northeast Quarter; thence North 00°16'08" East, 1,321.16 feet to the Northwest corner of the Southeast Quarter of said Northeast Quarter; thence South 88°59'54" East, 1,242.89 feet along the North line of said Southeast Quarter of the Northeast Quarter to a point on the West right-of-way of State Highway 69; thence South 00°22'43" West, 851.28 feet along said right-of-way to a point; thence North 89°37'17" West, 147.80 feet to a point; thence South 00°22'43" West, 200.00 feet to a point; thence South 89°37'17" East, 147.80 feet to a point on the West right-of-way of State Highway 69; thence South 00°22'43" West, 273.18 feet along said right-of-way to the REAL POINT OF BEGINNING of this description.

Kuna Apartments LLC

CJM Limited Liability LP

City of Kuna

To Whom it may concern,

Kuna Apartments LLC and CJM LLLP are proposing the following changes to 10.5 acres of property located at approximately N. Sailer Ave. and E. Deer Flat Rd, Kuna.

- Comprehensive Plan Map Change
- Future Land Use Map Change
- Re-zone
- Preliminary Plat

We are proposing a change to the Comprehensive Plan Map, Future Land Use map and a Re-zone of the 10.5 acres of property located behind the Ridley's Family Market, from Commercial to Multifamily.

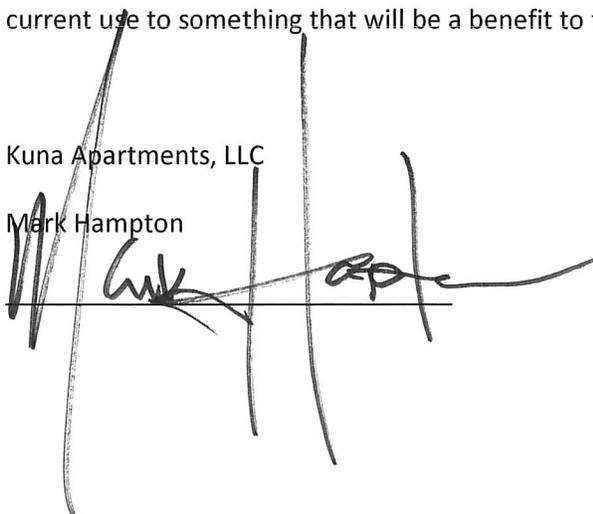
The current owners have developed the 33 acres on the southwest corner of State Highway 69 and Deer Flat Road for the past ten years. During that time, they have continued to market the 10.5-acre subject property for commercial use. Because of the location of the property directly behind existing commercial uses, the continued development of the commercial land north and south of the subject property, and the lack of exposure and frontage to major roadways, make this property unviable for any commercial use.

However, residential demand and housing needs continue to grow in the surrounding area. With a real need in the area for multifamily housing, we feel like this property's highest and best use would be to change the comprehensive plan and future land use map to a zone that would allow for a dense residential use.

Thank you for considering our proposal and hope that you will give us the support in modifying the current use to something that will be a benefit to the community and the surrounding businesses.

Kuna Apartments, LLC

Mark Hampton

A handwritten signature in black ink, appearing to read 'Mark Hampton', is written over a horizontal line. The signature is stylized and somewhat messy, with several vertical lines extending upwards from the baseline.



CJM Limited Liability LP
145 South Plummer Way
Star, Idaho 83669

City of Kuna
Via email to: tbehunin@kunaid.gov

To Whom it May Concern,

CJM LLLP has owned and been actively involved in developing the approximately 33 acres on the south west corner of State Highway 69 and Deer Flat Road for the past ten years. During that time, we have successfully been able to develop over 100,000 square feet of productive retail commercial business in this area bringing additional services and conveniences to the Kuna community. All the while, we have also had commercial brokers actively trying to find a commercial use for the back acreage behind the commercial area along the frontages of both roads but have not been successful doing this.

Since CJM started their development with the building of the Ridley's Supermarket, Ace Hardware and McDonalds soon thereafter, there has been a large increase in the availability of commercial developments in this area including a similar size development immediately across to the East of our property on the other side of highway 69, the entire area directly south of us and more commercial efforts to the north and south of our development. Even though the residential population in the area has also continued to grow, the rapid increase of available commercial developments reduces the chances of areas without prime highway or main intersection visibility of ever being viable commercially.

Unfortunately, even pursuing every possible interest there has been no commercially viable use for this area given the location and current demand. Even though CJM is primarily a commercial developer, at this time we feel it is necessary to pursue other options to avoid having this land sitting vacant and unused indefinitely.

Because of this we feel we need to rezone this property for a dense residential use and develop this land in a form that it is well suited for. In addition to satisfying a real demand in the areas is for this type of housing it also allows us to put this property that has sat dormant and unused for over a decade to a productive use. On the positive side, if we are able to increase the density of population immediately surrounding our existing commercial development, it will have the added benefit of helping to create the demand to help also fill in the substantial remaining commercial space available in ours and other surrounding developments.

We hope we are able to get your support on this needed modification of zoning to make this land productive for both us and the community as well as have positive impacts on the continued growth and vibrancy of the area immediately surrounding this parcel.

Warm regards,

A handwritten signature in blue ink, appearing to be 'Adrian', written over a horizontal line.

Jul 10, 2021



Neighborhood Meeting Certification

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



You **must** conduct a Neighborhood Meeting **prior** to submission of an application for Annexation; Rezone; Special Use Permit; Subdivision; and Variance. Please see Kuna City Code 5-1A-2 for more information or contact the Planning & Zoning Department at (208) 922-5274.

The Neighborhood Meeting Certification packet includes the following:

- Neighborhood Meeting Certification – This acts as quick reference information regarding your project.
- Sign-in Sheet – This provides written record of who attended your Neighborhood Meeting.
- Neighborhood Meeting Minutes – Provides space in which to record the items discussed and any concerns attendees may have.

A Neighborhood Meeting cannot take place more than two (2) months prior to acceptance of the application and an application will not be accepted before the meeting is conducted. You are required to mail written notification of your meeting, allowing at least fourteen (14) days before your meeting for property owners to plan to attend. **Contacting and/or meeting individually with property owners will not fulfill Neighborhood Meeting requirements.** You may request a 300' property owners mailing list by completing the Neighborhood Meeting Mailing List Request form located under Forms & Applications on the City of Kuna website.

Neighborhood Meetings must be held on either a weekend between 10:00 Am & 7:00 PM, or a weekday between 6:00 PM & 8:00 PM. The meeting **cannot** be conducted on holidays, holiday weekends, or the day before/after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- Subject property;
- Nearest available public meeting place (i.e. Libraries, Community Centers, etc.); or
- An office space within a one (1) mile radius of the subject property.

Once you have held your Neighborhood Meeting, please complete this certification form and include with your application along with the Sign-in Sheet, Neighborhood Meeting Minutes & a copy of the notification mailed to attendees.

Description of proposed project: SEE MEETING Agenda Attached

Date of Meeting: May 5, 2022 Time: 6:00 pm

Meeting Location: Kuna Library

Site Information

Location: Section 24 Township 2N Range 1W Total Acres 13.39

Subdivision Name: PAR #0091 POR NE4NE4 SEC 24 2N 1W #110091-B

Address: N SAILER AVE KUNA, ID 83634-0000

Parcel No(s): PAR #0091 POR NE4NE4 SEC 24 2N 1W #110091-B

Include ALL addresses and parcel numbers for your application.

Current Property Owner

Name: CJM LLP

Address: _____

Contact Person

Name: Mark Haysta

Business Name (if applicable): Kuna Apartments, LLC

Address: 11716 So 700 E Draper UT 84020

Phone: 801-860-6275 Email: Mark@inrock.us

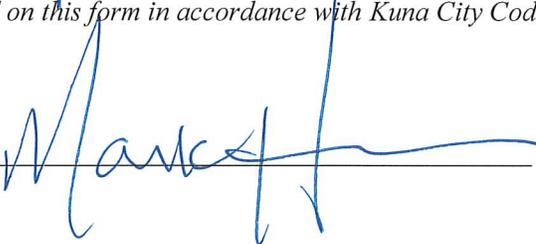
Applicant

Name: Kuna Apartments, LLC

Address: SAME

Phone: SAME Email: SAM

I, Mark Haysta, 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: 5.6.22

NEIGHBORHOOD MEETING MINUTES

Meeting Date: 5.5.22 Number of Attendees: M. Haupta

Location: Kona Library

Project Description: See Meeting Agenda - 20

Attendee Comments or Concerns: _____

No one

I, Maria Haupta, 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: [Signature] Date: 5.6.22

SIGN-IN SHEET

Project Name: Keira Apartments

↓

	Name	Address	Phone
1	Mark Hauke	11716 So 700 E	
2		Draper UT	801.860.6275
3		84020	
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Kuna Library District

Meeting/Conference Room Checkout Form

3 Number of Attendees

Conference Room Only

- Papers picked up
- Tables cleared off
- Tables wiped down (if needed)
- Chairs pushed in around table
- Materials returned to front desk (if used)
- Lights turned off

Meeting Room Only

- Papers picked up
- Tables cleared off
- Tables wiped down (if needed)
- Chairs and tables put away if used
- Kitchen area cleaned (if used)
- Stove and Oven turned off (if used)
- Garage put in provided container
- Materials returned to front desk (if used)
- Back door secure
- Lights turned off

Damaged Noted:

Present this form to the front desk for checkout and signature

Date: May 5, 2022

Organization: Kuna Apartments LLC; CSM LLLP

Representative (Please print): MARK HAMPTON, Kevin Peay

Representative signature: [Signature]

Library Personnel Signature: [Signature]

3. Attendee's - Mark Hampton - (owner)
 - Riley Jarrett - (Architect)
 - Kevin Peay - (owner)

Dear Kuna City Neighbor,

You are invited to attend a meeting on Thursday, May 5th at 6:00pm to discuss changes to the property located at approximately N. Sailer Ave. and E. Deer Flat Road, Kuna.

Kuna Apartments LLC and CJM LLLP are proposing a change to the Comprehensive Plan Map, Future Land USW Map, rezone and preliminary plat of a currently un-platted 13.4 acres of property located behind the Ridley's Family Market, to C-1 Commercial and R-20 Multifamily. The current owners have developed the 33 acres on the southwest corner of State Highway 69 and Deer Flat Road for the past ten years. During that time, they have continued to market the 13.4-acre subject property for commercial use. Because of the location of the property directly behind existing commercial uses, the continued development of the commercial land north and south of the subject property, and the lack of exposure and frontage to major roadways, make this property unviable for any commercial use.

However, residential demand and housing needs continue to grow in the surrounding area. With a real need in the area for multifamily housing, we feel like this property's highest and best use would be to change the comprehensive plan and future land use map, to a zone that would allow for a dense residential use.

You can attend in person at the Kuna City Library (Conference Room) located at 457 N Locust Avenue or you can attend a Zoom meeting on a computer, tablet or smartphone with the link provided below.

Join Zoom Meeting

Topic: Kuna Neighborhood Meeting

Time: Thursday, May 5, 2022 6:00 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/87418327898?pwd=U3VlcTIERTZLS3Z3d08vZjB0TGxZQTO9>

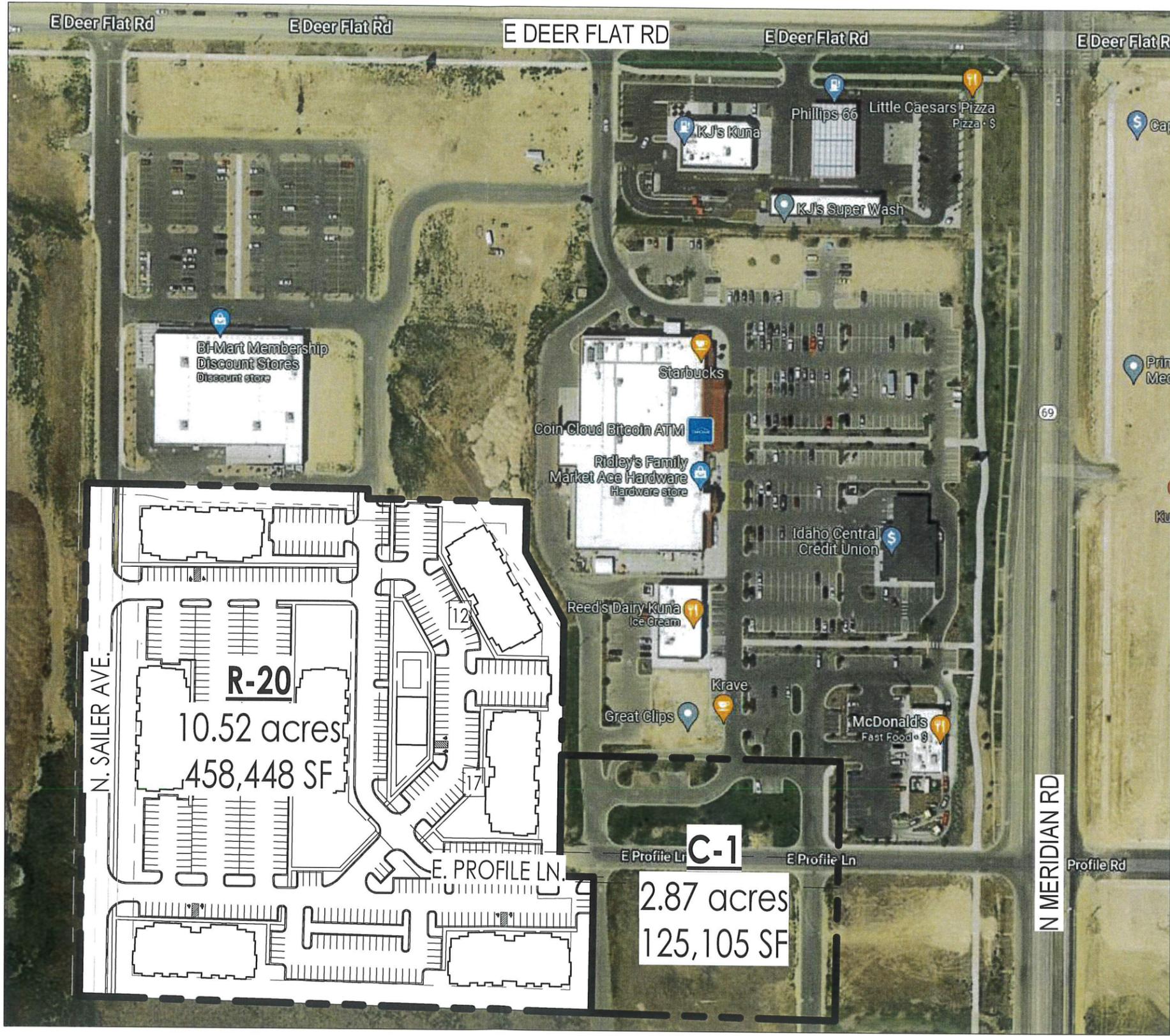
Meeting ID: 874 1832 7898

Passcode: 527799

Dial by your location

+1 346 248 7799 US

You may also request a link via email. Submit this request by emailing kcpcorp6@gmail.com prior to the meeting on Thursday, May 5, 2022 at 6:00pm.



1 | VICINITY MAP
1" = 200'-0"

JARRETT
ARCHITECTURE

2701 N THANKSGIVING WAY, STE 100
LEHI, UT 84043
801.901.0506
RILEY@JARRETTARCHITECTURE.COM

KUNA APARTMENTS
MERIDIAN RD AND DEER FLAT RD
KUNA IDAHO 83634
VICINITY MAP

SPO

Vicinity Map Kuna Apartments

Lazy-Db



Buck

Siltstone

Trophy

Whitetail

Sailer

Deer Flat

Sailer

Abstein

Linmar

Meridian

Profile

Jacksonmill

Cave Falls

Hale Canyon

Jade Falls

-  Kuna Apartments
-  KUNA_ROADS
-  KUNA_WATERBODIES



Limestone

Meadow View



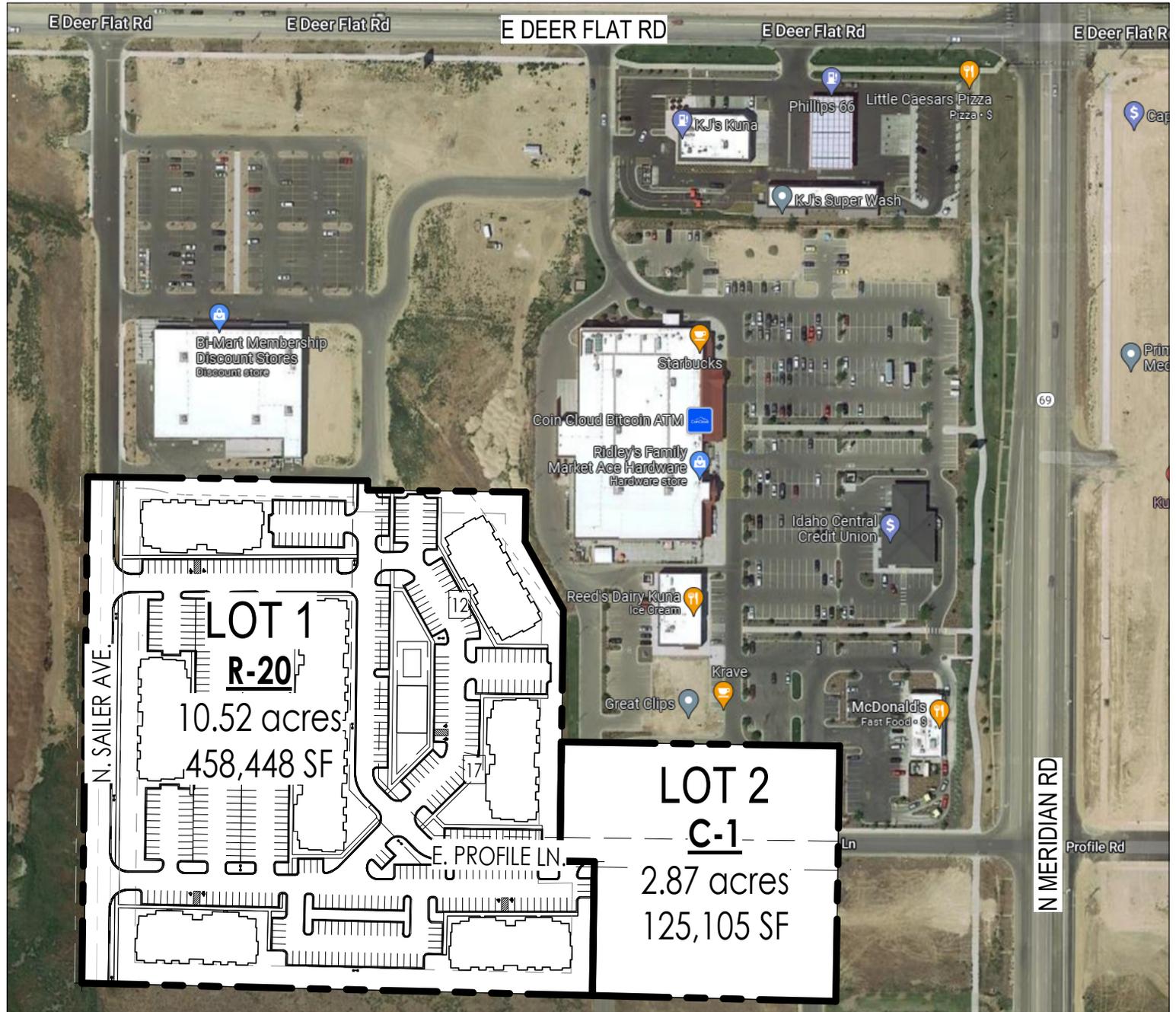
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KUNA APARTMENTS
MERIDIAN RD AND DEER FLAT RD
KUNA IDAHO 83634
VICINITY MAP

SPO



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KUNA APARTMENTS
 MERIDIAN RD AND DEER FLAT RD
 KUNA IDAHO 83634
VICINITY MAP

SPO



C-1 Rezone Legal Description

A parcel of land situated in the Northeast 1/4 of the Northeast 1/4 of Section 24, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the East 1/4 Corner of Section 24 monumented by a found Aluminum Cap as shown on Corner Record Instrument No. 106079467, thence North 00°46'08" East, 2,649.29 feet to the Northeast Corner of Section 24 monumented by a found Aluminum Cap as shown on Corner Record Instrument No. 2019-015473; thence North 88°45'45" West, 1315.42 feet to the East 1/16th Corner; thence along the north-south 1/16th line, South 00°39'30" West, 53.50 feet to the southerly right-of-way for E. Deer Flat Road and the westerly right-of-way for N. Sailer Avenue; thence continuing along the 1/16th line and the westerly right-of-way, South 00°39'30" West, 1,267.66 to the northeast 1/16th Corner; thence along the east-west 1/16th line, South 88°36'35" East, 703.23 feet to the northwest corner of the Ensign Subdivision No.1 and the **POINT OF BEGINNING**;

Thence North 00°46'05" East, 184.05 feet;

Thence North 89°13'57" West, 47.35 feet;

Thence North 00°46'05" East, 164.15 feet to the boundary of the existing C-1 Zone;

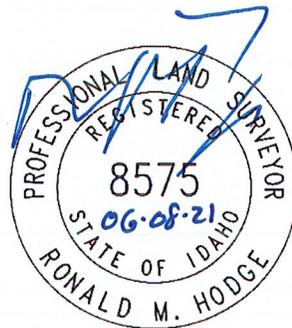
Thence along the boundary of the C-1 Zone, South 89°10'20" East, 382.97 feet;

Thence continuing along the boundary of the C-1 Zone, South 00°49'53" West, 351.45 feet to the boundary of the existing R-6 Zone, the east-west 1/16th line, and the northerly boundary of the Ensign Subdivision No.1;

Thence along the east-west 1/16th line, and the northerly boundary of the Ensign Subdivision No.1, North 88°36'35" West, 335.26 feet to the **POINT OF BEGINNING**.

Containing 2.872 acres, more or less

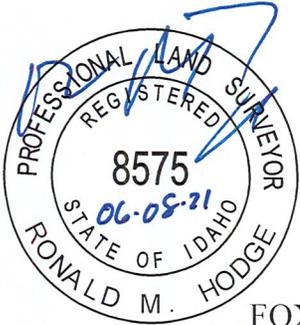
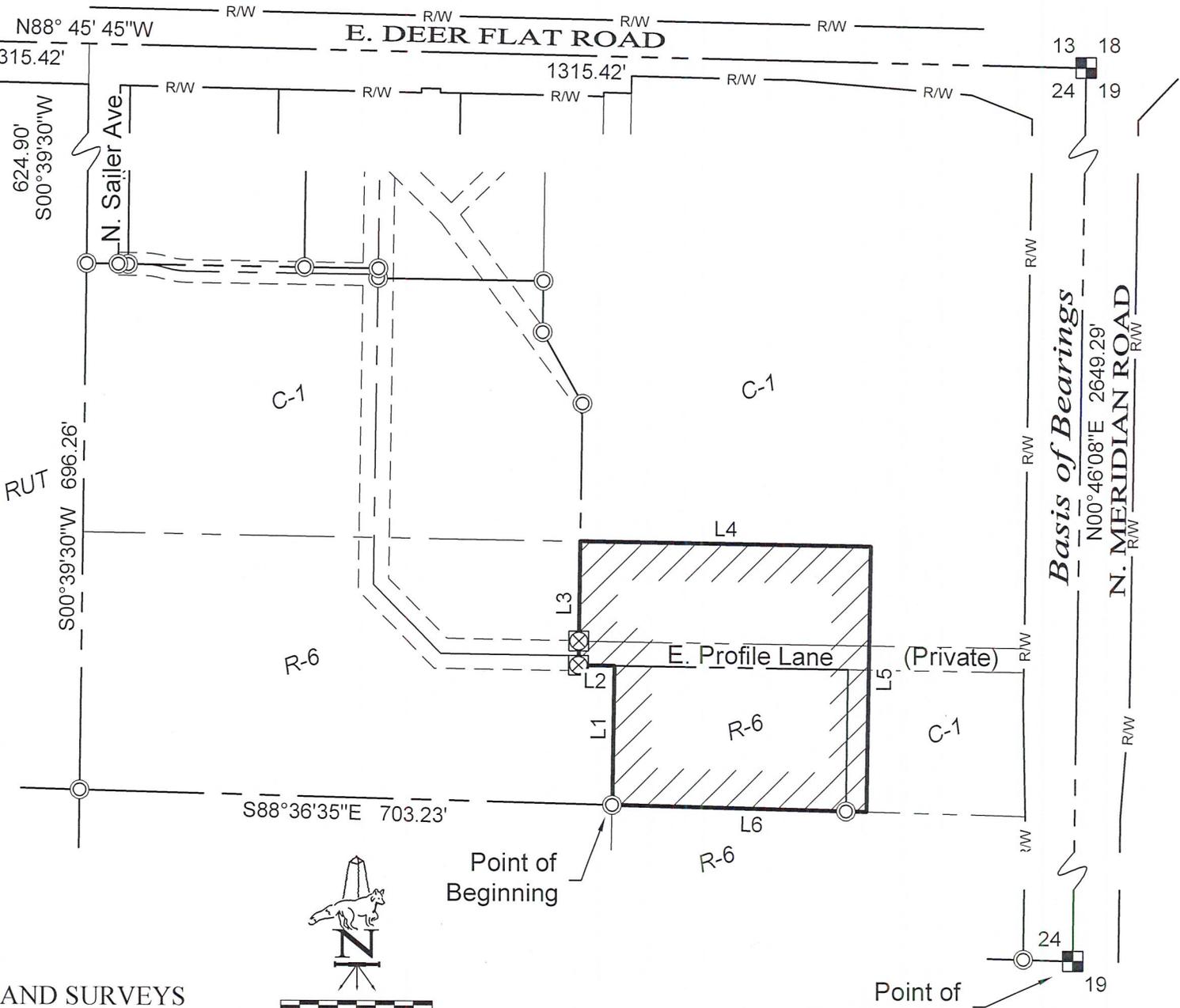
Prepared by:
Ronald M. Hodge, PLS
Survey Department Manager



RMH:tc

C-1 REZONE MAP

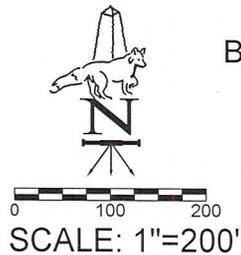
LINE TABLE		
L	DIRECTION	LEN
L1	N00°46'05"E	184.05'
L2	N89°13'57"W	47.35'
L3	N00°46'05"E	164.15'
L4	S89°10'20"E	382.97'
L5	S00°49'53"W	351.45'
L6	N88°36'35"W	335.26'

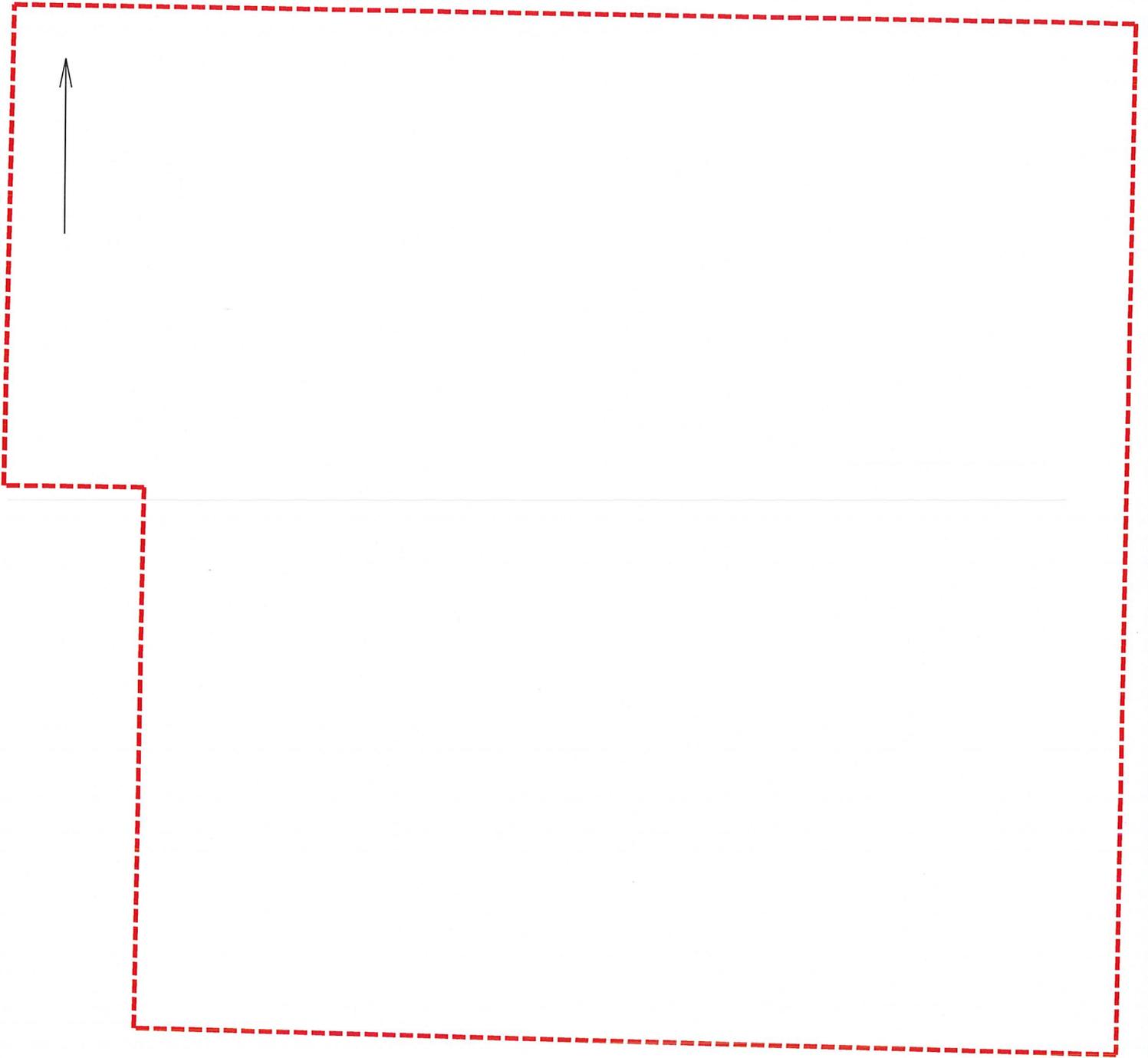


FOX LAND SURVEYS

Rezone Survey Map 2.dwg (208) 342-7957

NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.





6/8/2021

Scale: 1 inch= 50 feet

File:

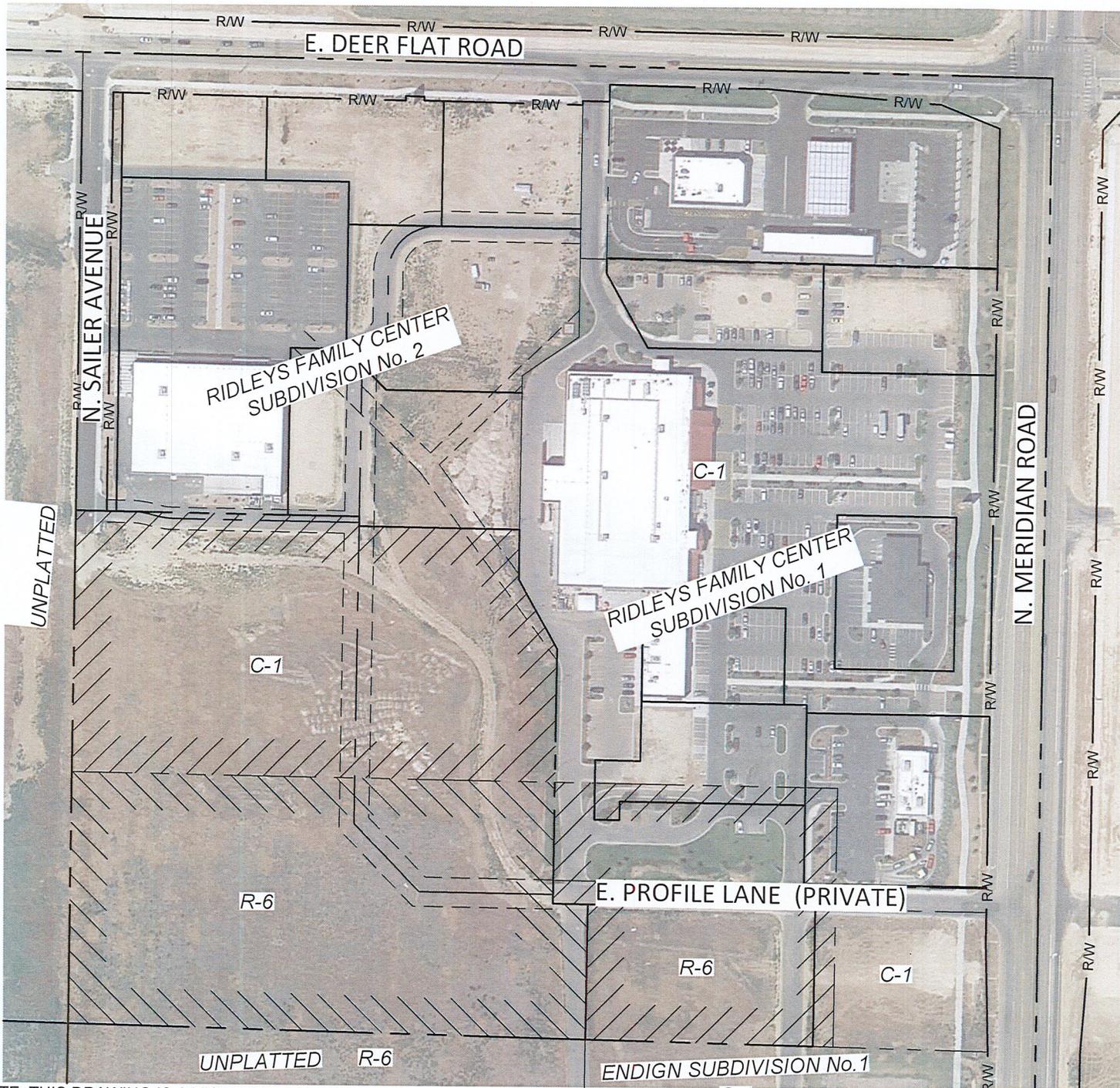
Tract 1: 2.8720 Acres (125105 Sq. Feet), Closure: n46.4136e 0.01 ft. (1/117967), Perimeter=1465 ft.

- 01 n00.4605e 184.05
- 02 n89.1357w 47.35
- 03 n00.4605e 164.15
- 04 s89.1020e 382.97
- 05 s00.4953w 351.45
- 06 n88.3635w 335.26

REZONE VICINITY MAP



0 100 200
SCALE: 1"=200'



NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

FOX LAND SURVEYS
(208) 342-7957

Vicinity Map.dwg



**R-20 Rezone
Kuna Apartments
Legal Description**

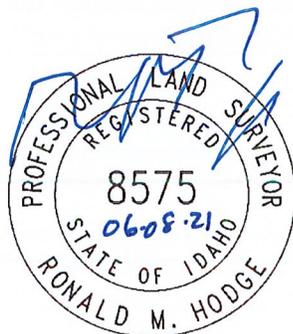
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Thence along the boundary of the existing C-1 Zone, South 89°13'52" East, 385.47 feet;
 Thence South 00°46'02" West, 12.95 feet;
 Thence South 89°13'52" East, 217.87 feet;
 Thence South 00°46'05" West, 67.90 feet;
 Thence South 29°13'55" East, 107.67 feet;
 Thence South 00°46'05" West, 345.74 feet;
 Thence South 89°13'55" East, 47.35 feet;
 Thence South 00°46'05" West, 184.05 feet the northwest corner of the Ensign Subdivision No.1;
 Thence along the east-west 1/16th line, North 88°36'35" West, 703.23 feet to the northeast 1/16th corner;
 Thence along the north-south 1/16th line and the existing RUT Zone, North 00°39'30" East, 696.26 feet to the **POINT OF BEGINNING**.

Containing 10.525 acres, more or less

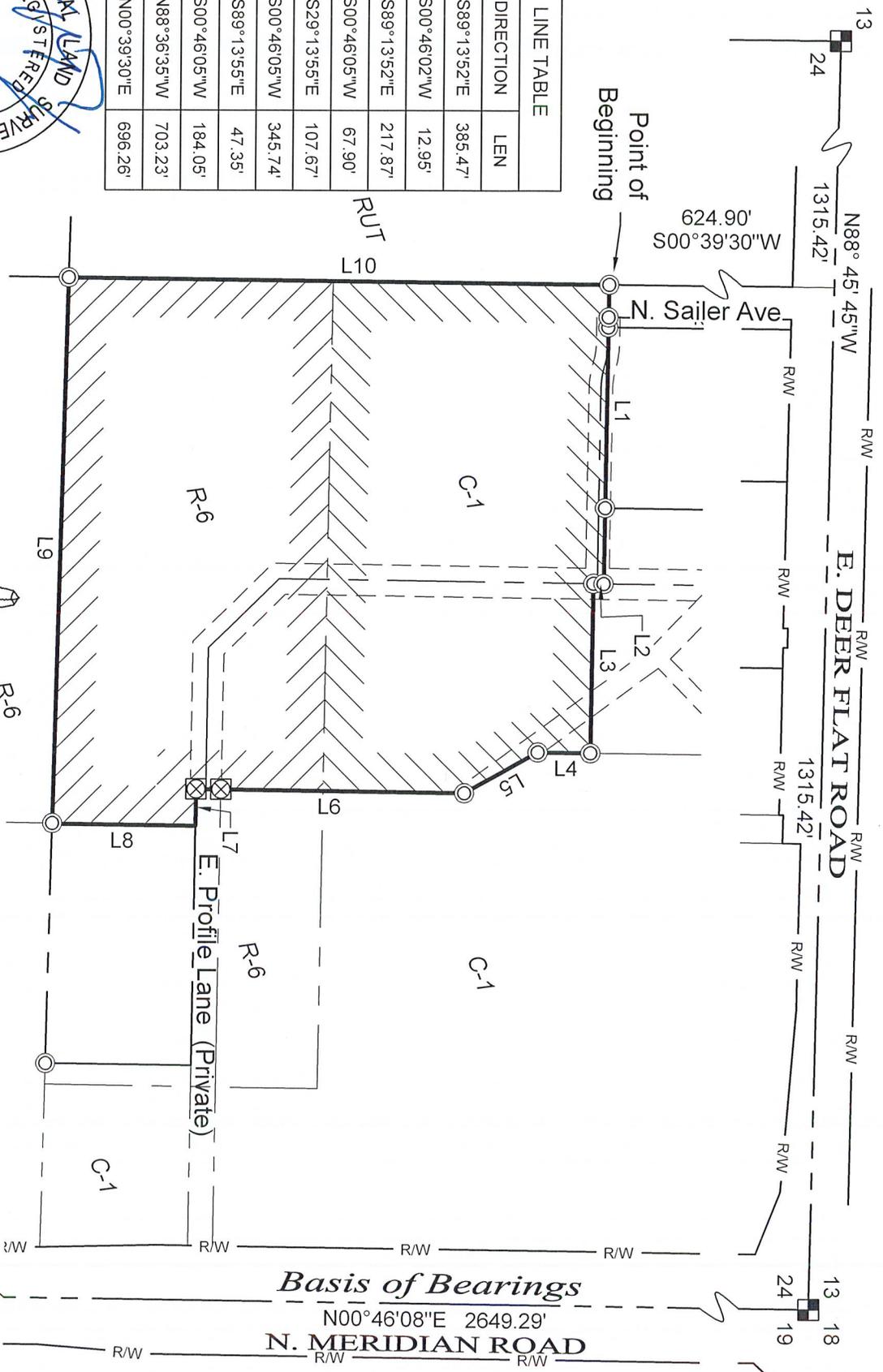
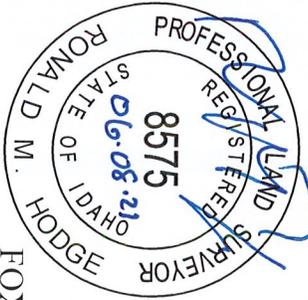
Prepared by:
 Ronald M. Hodge, PLS
 Survey Department Manager



RMH:tc

R-20 REZONE MAP

LINE TABLE		
L	DIRECTION	LEN
L1	S89°13'52"E	385.47'
L2	S00°46'02"W	12.95'
L3	S89°13'52"E	217.87'
L4	S00°46'05"W	67.90'
L5	S29°13'55"E	107.67'
L6	S00°46'05"W	345.74'
L7	S89°13'55"E	47.35'
L8	S00°46'05"W	184.05'
L9	N88°36'35"W	703.23'
L10	N00°39'30"E	696.26'



FOX LAND SURVEYS
 (208) 342-7957

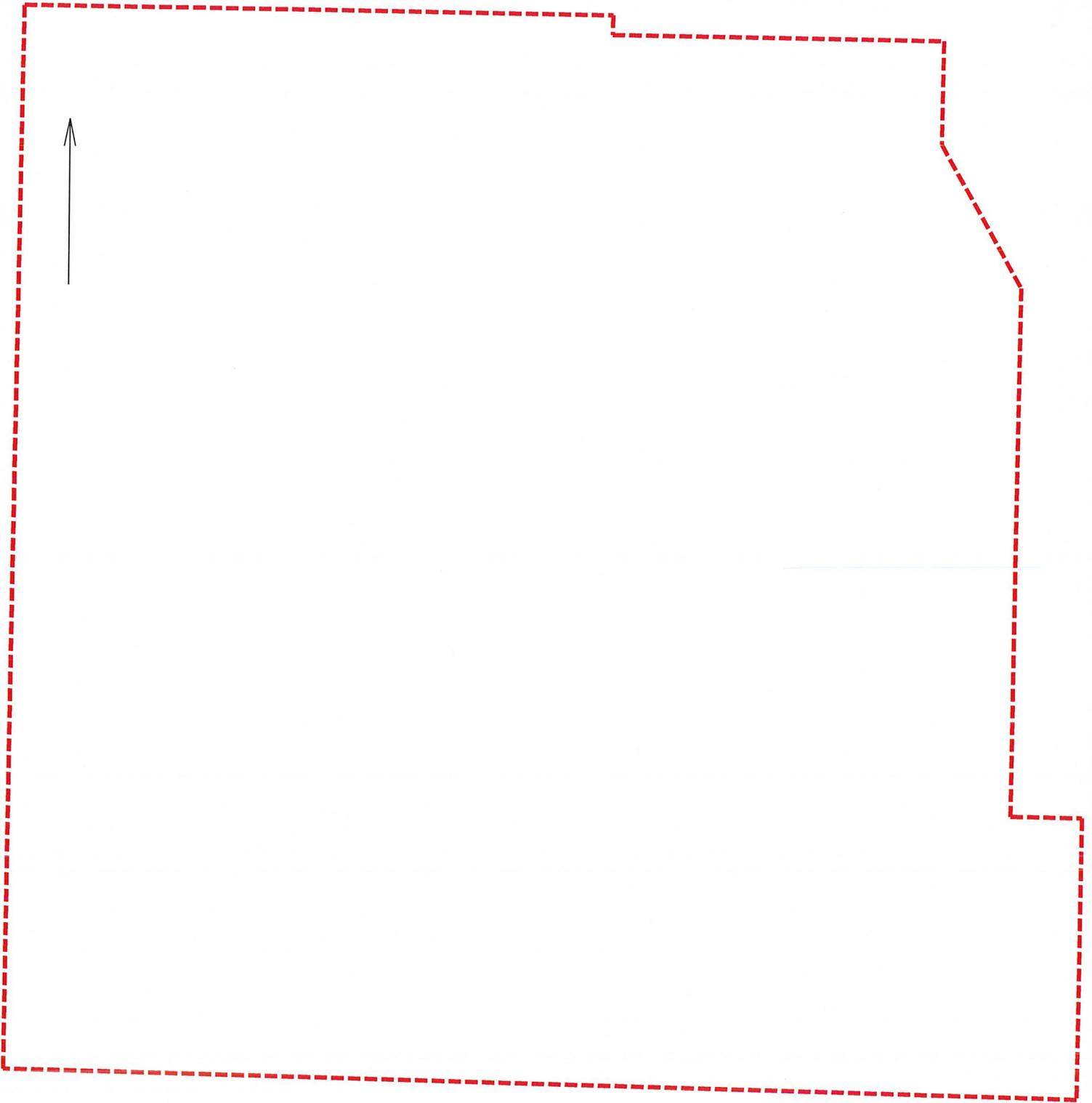
SCALE: 1"=200'



Rezone Survey Map.dwg
 NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

Basis of Bearings

N00°46'08"E 2649.29'
N. MERIDIAN ROAD



6/8/2021

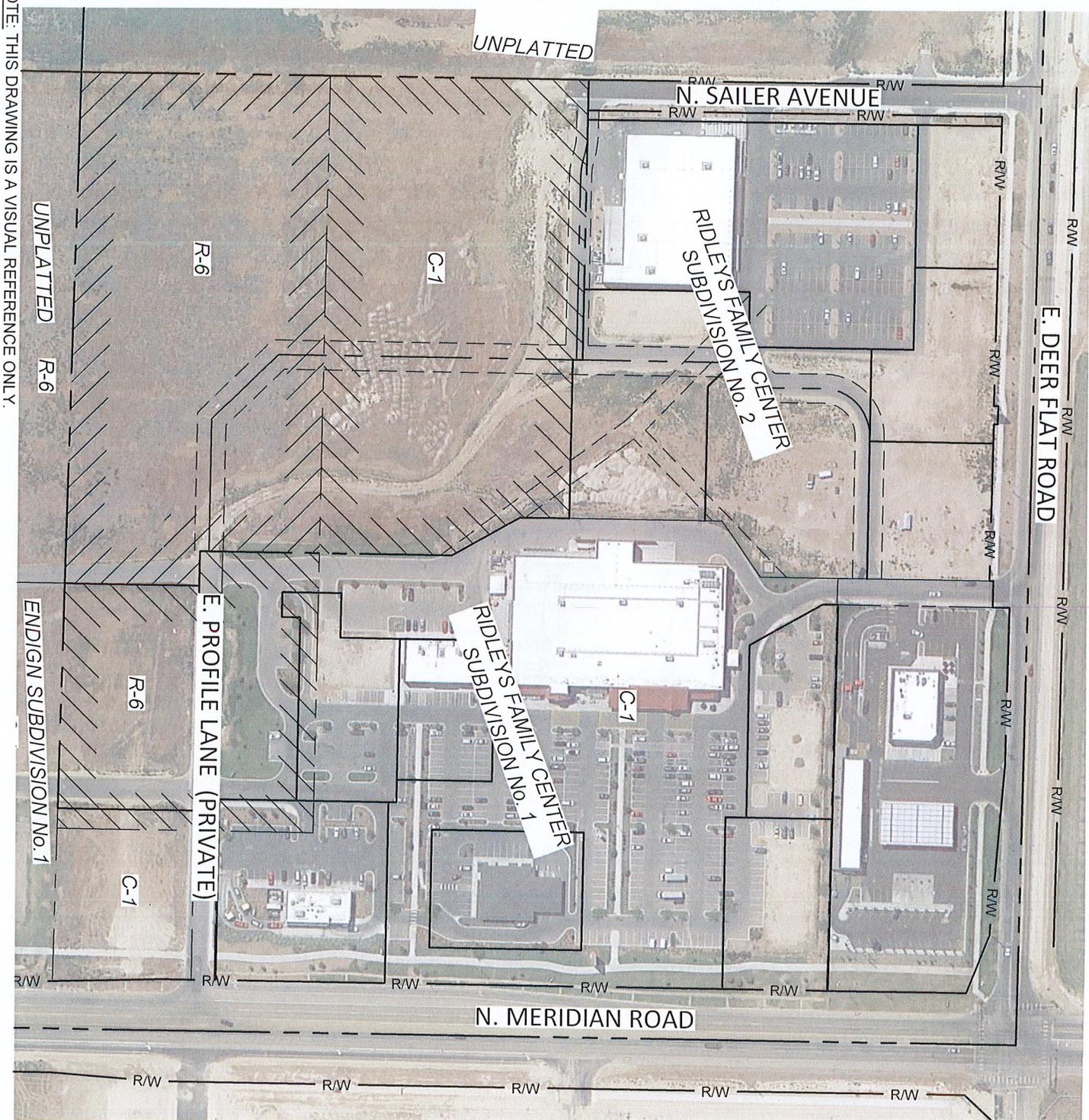
Scale: 1 inch= 91 feet

File:

Tract 1: 10.5245 Acres, Closure: n00.0000e 0.00 ft. (1/734893), Perimeter=2768 ft.

01 s89.1352e 385.47
02 s00.4602w 12.95
03 s89.1352e 217.87
04 s00.4605w 67.9
05 s29.1355e 107.67
06 s00.4605w 345.74
07 s89.1355e 47.35

08 s00.4605w 184.05
09 n88.3635w 703.23
10 n00.3930e 696.26



NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

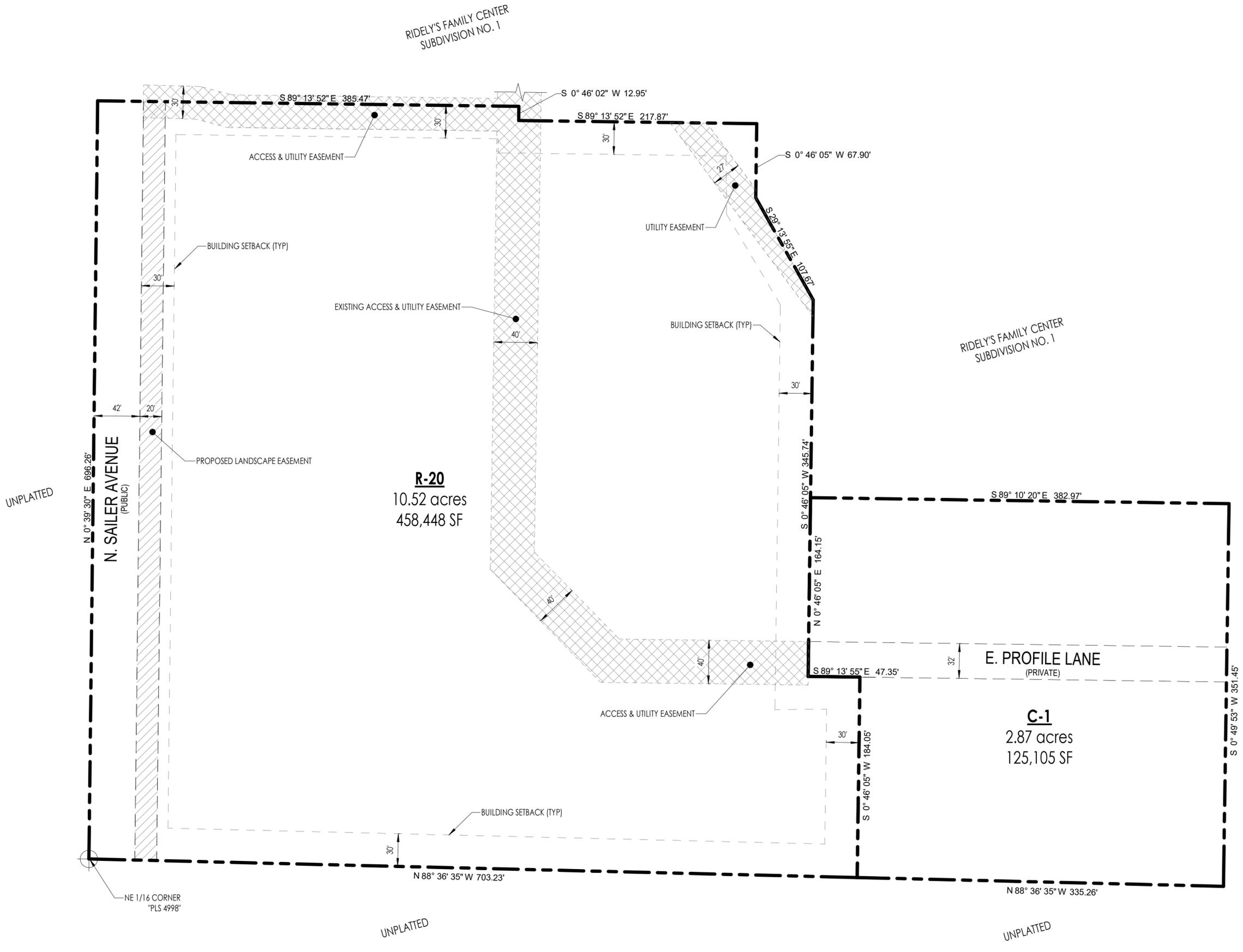
REZONE
VICINITY MAP



0 100 200
SCALE: 1"=200'

FOX LAND SURVEYS
(208) 342-7957
Vicinity Map.dwg

#	REVISION DESCRIPTION	DATE



KUNA APARTMENTS
PRELIMINARY PLAT
 MERIDIAN RD AND DEER FLAT RD
 KUNA IDAHO 83634

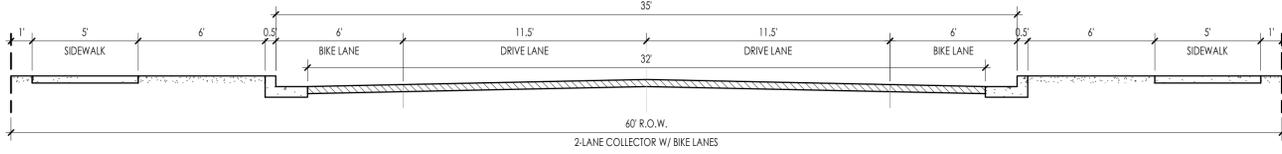
8/8/2022 1:40:52 PM

Autodesk Docs://Kuna Apartments/Kuna Apartments - 192 Units.rvt

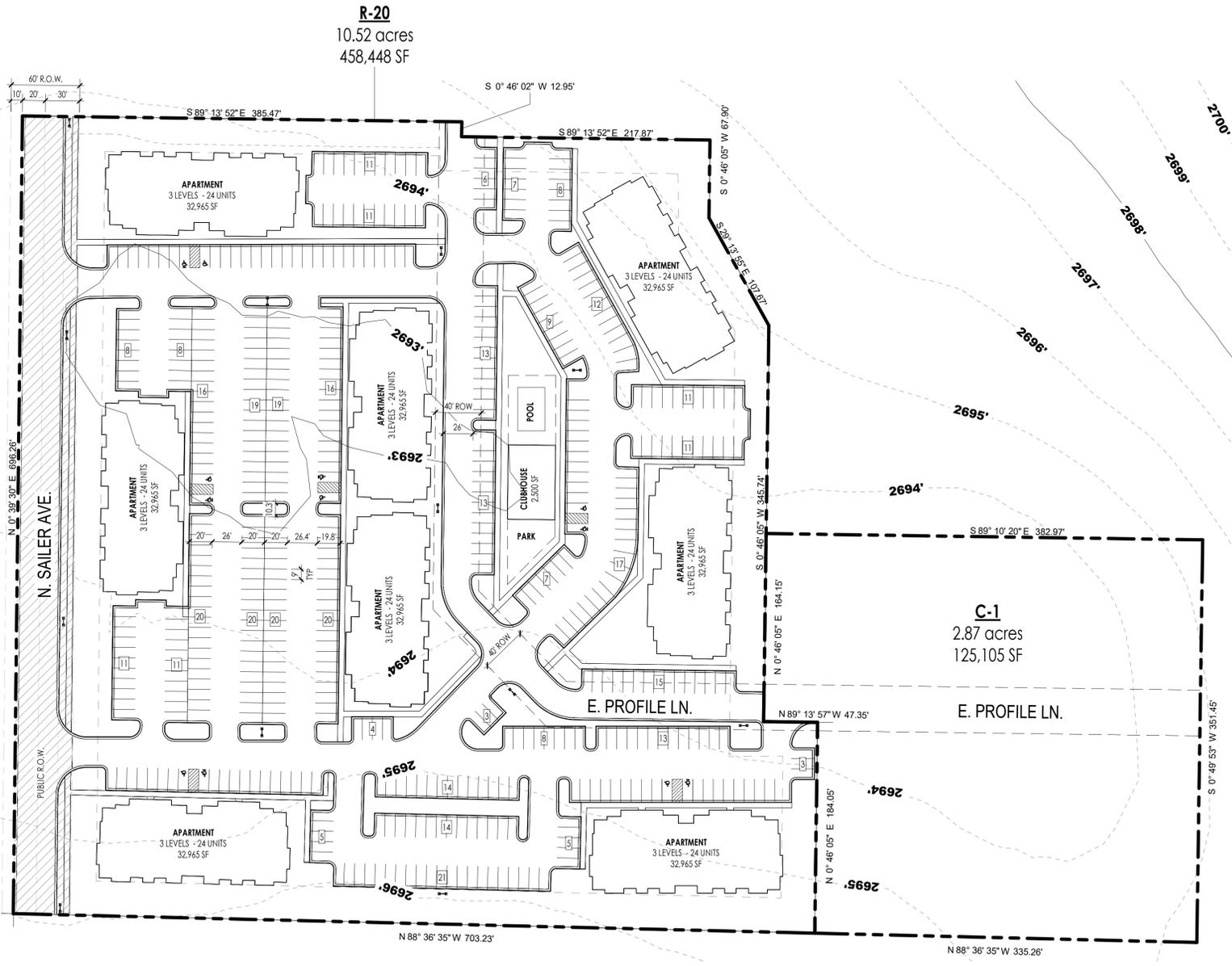
BLDG AREAS				
QTY.	BUILDING NAME	FOOTPRINT	LEVELS	BLDG AREA
8	APARTMENT	10,988 SF	3	32,965 SF
		UNITS		
		192		

PARKING RATIO		
STALLS	UNITS	STALLS/UNIT
516	192	2.7

LAND USE AREAS		
BUILDINGS	90,404 SF	19.7%
PUBLIC R.O.W.	34,827 SF	7.6%
LANDSCAPING	150,194 SF	32.8%
PRIVATE DRIVE/PARKING	183,019 SF	39.9%
TOTAL:		458,444 SF 100%



2 2-LANE COLLECTOR W/BIKE LANE
 1/4" = 1'-0"



1 PRELIMINARY PLAT
 1" = 60'-0"




C-1 Rezone
Kuna Apartments
Legal Description

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Thence North 00°46'05" East, 164.15 feet to the boundary of the existing C-1 Zone;

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Thence continuing along the boundary of the C-1 Zone, South 00°49'53" West, 351.45 feet to the boundary of the existing R-6 Zone, the east-west 1/16" line, and the northerly boundary of the Ensign Subdivision No. 1;

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Containing 2.872 acres, more or less

Prepared by:
 Ronald M. Hodge, PLS
 Survey Department Manager



680 S. Progress Ave., Suite #2B • Meridian, Idaho 83642 • Tel: 208-342-7957 • Web: hmh-llc.com
 Equal Opportunity Employer




R-20 Rezone
Kuna Apartments
Legal Description

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Thence South 00°46'05" West, 345.74 feet;

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Thence South 00°46'05" West, 184.05 feet to the northwest corner of the Ensign Subdivision No. 1;

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Containing 10.525 acres, more or less

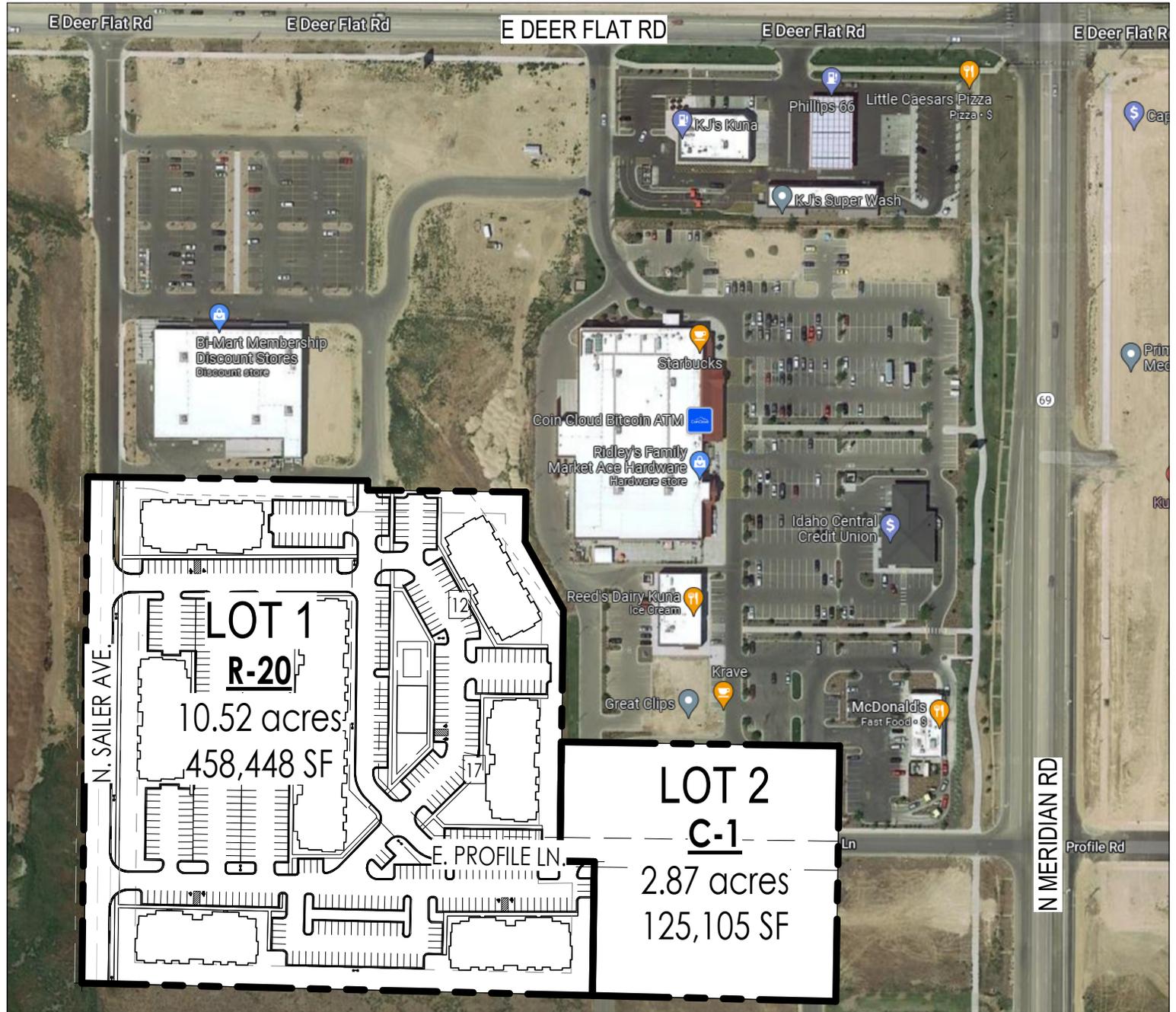
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 Equal Opportunity Employer

REVISION DESCRIPTION

KUNA APARTMENTS
PRELIMINARY PLAT
 MERIDIAN RD AND DEER FLAT RD
 KUNA IDAHO 83634



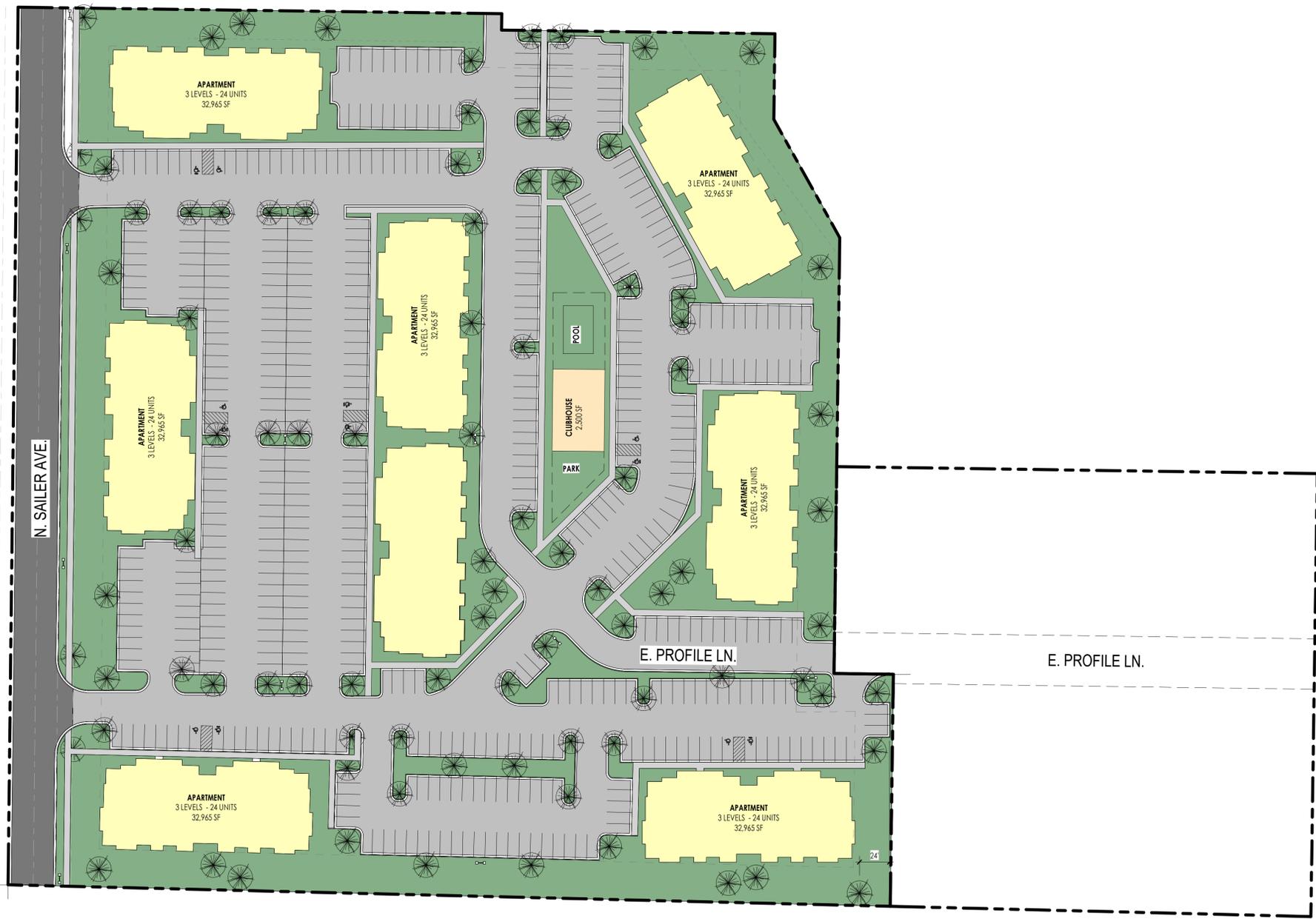
1 | VICINITY MAP
 1" = 200'-0"



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 RILEY@JARRETTARCHITECTURE.COM

KUNA APARTMENTS
 MERIDIAN RD AND DEER FLAT RD
 KUNA IDAHO 83634
VICINITY MAP

SPO

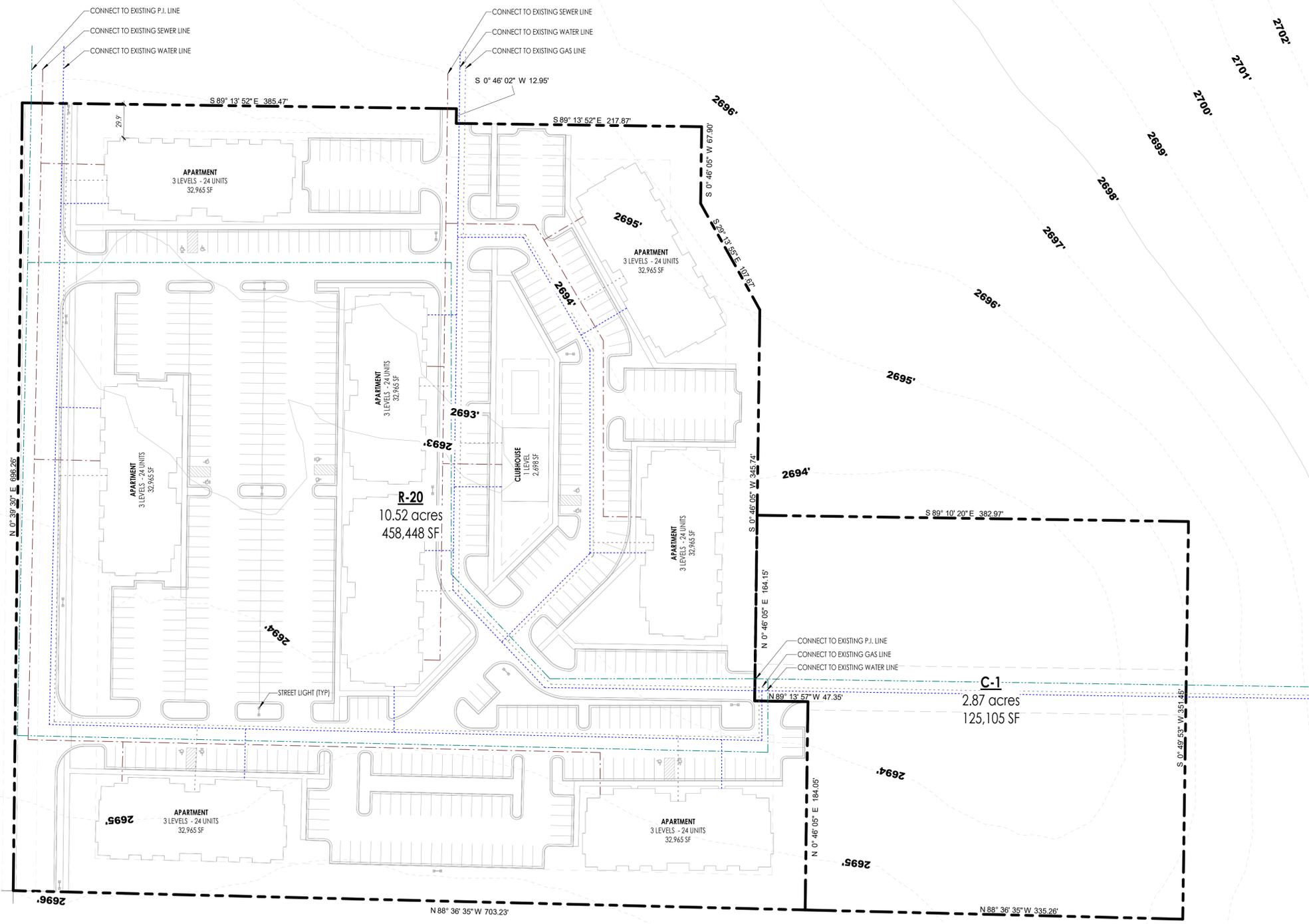


REVISION DESCRIPTION

DATE

KUNA APARTMENTS
OVERALL LANDSCAPE PLAN
 MERIDIAN RD AND DEER FLAT RD
 KUNA IDAHO 83634

1 OVERALL LANDSCAPE PLAN
 1" = 50'-0"



#	REVISION DESCRIPTION	DATE

KUNA APARTMENTS
SITE UTILITY AND GRADING
 MERIDIAN RD AND DEER FLAT RD
 KUNA IDAHO 83634



COMMITMENT TO PROPERTY POSTING

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



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

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: Kevin W Peay
Signature: Kevin W Peay Date: 6/28/21

WHEN RECORDED, MAIL TO:

Mark Hampton
Dry Creek Properties, LLC
772 West 1000 North Circle
AF Utah 84003

**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
KUNA APARTMENTS**

DRAFT

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
KUNA APARTMENTS**

This Declaration of Covenants, Conditions, Easements and Restrictions, hereinafter referred to as the “Declaration” is made and executed this ____ day of _____, 2022, by Kuna Apartments, LLC, a Utah limited liability company, hereinafter referred to as the “Declarant.”

1. RECITALS.

1.1. Declarant intends, by this Declaration, to create an apartment community to be known as Kuna Apartments, containing 10 apartment walk up buildings, a clubhouse, and common areas including parking. Each Building will contain 12 to 24 Apartment Units. The Project is located within the boundaries of the City of Kuna, as described in Section 3.1 of this Declaration.

1.2. The Project will have common areas and facilities to be owned by the Residents but enjoyed by the residents. The Project is not a cooperative and is not a condominium project.

1.3. The covenants, conditions and restrictions contained in this Declaration and in the Exhibits hereto shall be enforceable equitable servitudes and shall run with the land.

NOW, THEREFORE, for the foregoing purposes, the Declarant adopts the following covenants, conditions, easements and restrictions to govern the development, use, maintenance and management of this project:

2. DEFINITIONS.

Unless the context clearly indicates otherwise, certain terms as used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Section 2.

2.1. Act shall mean the Community Association Act (Title 57, Chapter 8a, Utah Code, as amended).

2.2. Amendment shall mean any amendment to this Declaration made in accordance with the Declaration and the Act.

2.3. Assessable Unit shall mean each Unit, except for Exempt Units.

2.4. Assessments shall mean all assessments described in Section 19, including Regular Common Assessments, Special Common Assessments and Specific Assessments.

2.5. Association shall not apply to this community

2.6. Building(s) shall mean the buildings constructed as part of the Project, as described in Section 3.2.

2.7. Capital Improvement shall mean any improvement with a useful life of more than three (3) years.

2.8. Common Areas and Facilities shall mean all portions of the Project other than the Units, as described in Section 0 hereof.

2.9. Common Expense Account shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments.

2.10. Common Wall(s) means the walls in each Building that divide and are located between any two (2) adjoining Units in a Building. The Common Walls are used by the Residents of adjoining Units in a Building, and are subject to the provisions of Section 7.2 and the subsections thereof.

2.11. Declarant shall mean Kuna Apartments, LLC, a Utah limited liability company, and its successors and assigns.

2.12. Declarant Control Period means the period of time during which the Declarant has Class B membership status as provided herein.

2.13. Lease shall mean any agreement for the leasing or rental of any portion of the Project.

2.14. Limited Common Areas and Facilities shall mean a portion of the Common Areas and Facilities, if any, allocated by the Declaration or the Act, as may be shown on the Plat, for the exclusive use of one or more, but fewer than all, of the Units.

2.15. Manager shall mean the person(s) or company(ies) hired by the Residents to manage the affairs of the Project.

2.16. Plat shall mean the plat for Kuna Apartments, as filed of record in the County Recorder's Office, State of Utah, as the same may be amended, including the plats for subsequent phases of this Project.

2.17. Project shall mean the Property, Buildings, the Units, the Common Areas and Facilities and all improvements constructed on the Property, as approved by the applicable governmental authorities.

2.18. Property shall mean that certain real property situated in Salt Lake County, State of Utah, more particularly described in Section 3 below, on which the Units, Buildings, and other improvements are or will be located.

2.19. Unit shall mean each apartment within the Project

2.20. Unit Number shall mean the number, letter or combination of numbers and letters that identifies only one Unit in the Project.

3. DESCRIPTION OF PROPERTY; EXPANDABLE PROJECT

3.1. The Property on which the Units and improvements are or will be located is situated in the City Kuna. The boundaries of the Property are depicted on the recorded Plat, and the Property is described as follows:

[Insert Legal Description of all Property covered by the Recorded Plat – first phase]

Containing _____ acres.

3.2. The Buildings in the Project will be principally constructed of the following materials: Wooden frames with load bearing or non-load bearing walls studded with wood; hardiplank siding; glass openings; wooden joist floors and roofs; roof surfaces with asphalt shingles; interior walls surfaced with gypsum sheets. The exterior finishes will include stucco, siding, and masonry products.

4. DESCRIPTION OF UNITS.

See Site Plan and as amended thru Entitlements and Construction

5. COMMON AREAS AND FACILITIES.

The Common Areas and Facilities shall mean and include those portions of the Property that are not part of the Units, as well as the open space areas of the Project, the common landscaping of the Project, the non-public roadways, streets and walkways, if any, within the Project, all landscaping; all fencing installed by Declarant;

The Common Areas and Facilities shall also include, without limitation, the clubhouse and related structures (if any) that are built for the common use of Residents (and their guests and invitees)

5.1. The Common Areas and Facilities in the Project shall be owned and maintained by the Declarant.

5.2. No Resident, directly or indirectly, shall make any alterations to any of the Common Areas and Facilities without the prior written consent of the Board, including, without

limitation, any changes to any of the exterior elements of the Units, the paint color of the exterior of the Units, the landscaping of the Project or any other Common Areas and Facilities.

6. NATURE AND INCIDENTS OF UNIT RESIDENTSHIP.

6.1. Each Unit will be managed by the lease agreement signed by the individual Residents. No rights outside of this Lease Agreement exist

7. RESTRICTIONS ON USE.

The Units and Common Areas and Facilities, including but not limited to the Limited

MAINTENANCE, ALTERATION AND IMPROVEMENT.

7.1. The Declarant, shall be responsible for the exclusive management and control of the Common Areas and Facilities and all improvements thereon and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair; and as per Kuna City requirements. All the costs shall be born by Declarant and paid from the rental incomes

8. EASEMENTS.

8.1. Utilities Easements outlined on the Final Plat are for the access, installation and maintenance of public Utilities. All Easements and rights there under will be recorded and available for review and enforcement after the Final Plant is recorded

9. AGENT FOR SERVICE OF PROCESS. The name and address of the person to receive service of process shall be the registered agent and address of the Declarant

10. SEVERABILITY. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

11. LAW CONTROLLING. This Declaration shall be construed and controlled by and under the laws of the State of Idaho.

12. EFFECTIVE DATE. This Declaration shall take effect when recorded. In this Declaration, the singular shall include the plural and the masculine shall include the feminine and vice versa, if the context so requires.

IN WITNESS WHEREOF, the Declarant has executed this instrument this _____ day of _____, 2014.

DECLARANT:

Kuna Apartments, LLC, a
Utah limited liability company

By: _____

Its: _____

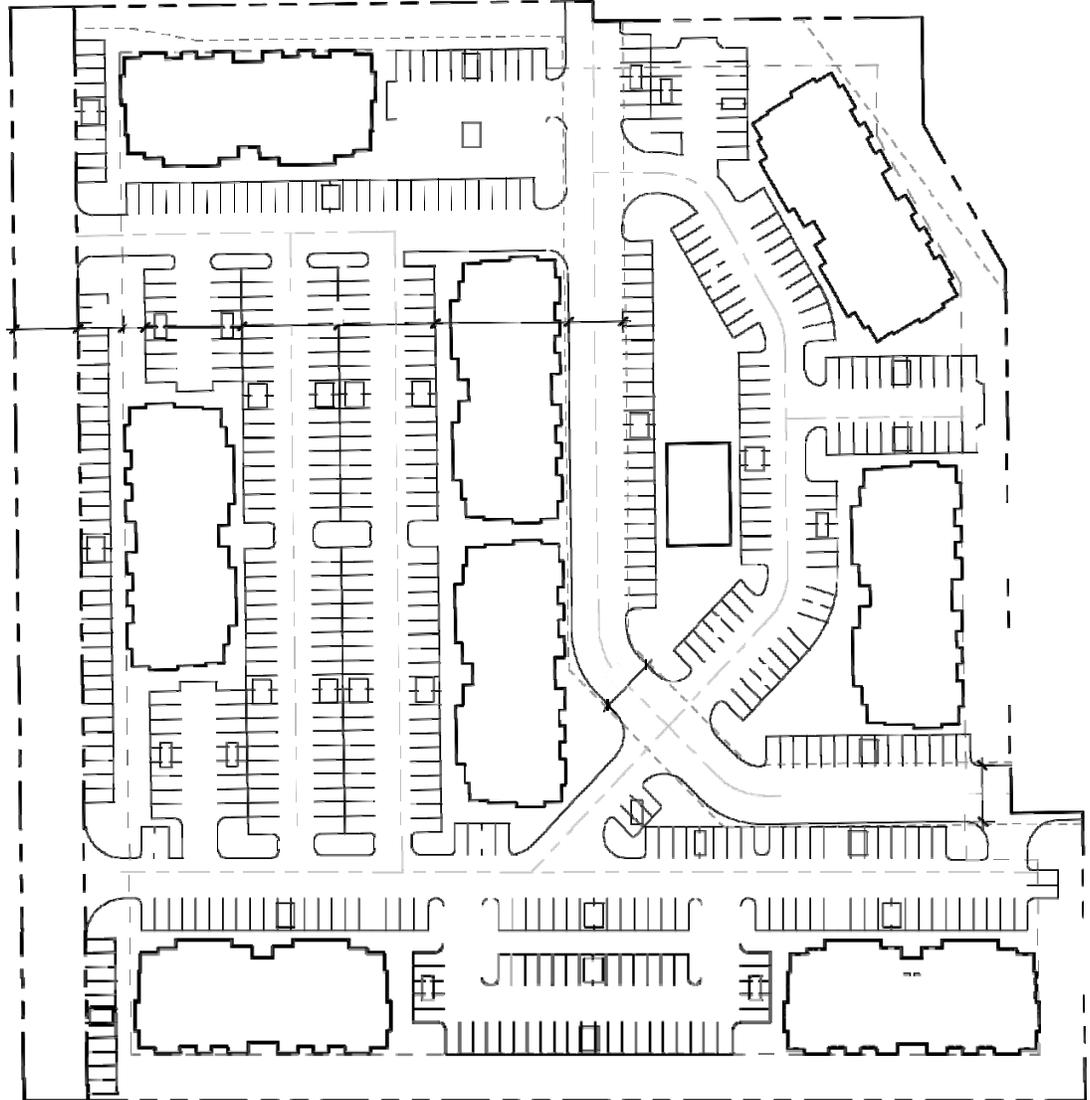
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as Manager of Kuna Apartments, LLC, a Utah limited liability company.

NOTARY PUBLIC

SEAL:

EXHIBIT A



12.1.

SITE NOTES:

- 1. CRACKING, SHIFTING OR DAMAGED CONCRETE SHALL BE REPLACED AT CONTRACTORS EXPENSE PRIOR TO ACCEPTANCE OF WORK.
2. CONTRACTOR SHALL PROVIDE ALL MATERIAL AND PLANT GUARANTEES IN WRITING AND WORDED AS APPROVED BY OWNERS REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.
3. PROJECT MANAGER SHALL INSTRUCT CONTRACTOR WITH RESPECT TO THE QUANTITY TYPE AND FREQUENCY OF SITE INSPECTIONS TO BE MADE ON WORKMANSHIP, PERFORMANCE AND QUALITY OF WORK, PRODUCTS AND MATERIALS PRIOR, DURING AND AFTER TO PLACEMENT. OWNER SHALL PAY THE COST OF INITIAL INSPECTIONS. IF ANY INSPECTION IDENTIFIES FAILURES OR DEFICIENCIES TO MEET SPECIFICATIONS, RE-INSPECTIONS OR SUPPLEMENTAL TESTS OR REJECTIONS SHALL BE REQUIRED. SUCH INSPECTIONS, INCLUDING RE-TESTING OF REJECTED MATERIALS OR REPLACEMENT OF PRODUCTS MATERIALS OR WORKMANSHIP FOR INSTALLED WORK SHALL BE DONE AT CONTRACTORS EXPENSE.

GENERAL NOTES:

- 1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT & MATERIAL QUANTITIES. THE SCHEDULE IS INTENDED AS A REFERENCE ONLY. SEE ENLARGED PLANTING PLANS FOR SHRUB AND PLANT LOCATIONS. QUANTITIES IN SCHEDULE ARE ESTIMATES ONLY.
2. OWNER AND/OR LANDSCAPE ARCHITECT IS TO APPROVE ALL LANDSCAPE MATERIALS PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS. OWNER AND OR LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT LANDSCAPE MATERIALS INCLUDING PLANTS THROUGHOUT THE CONSTRUCTION PERIOD.
3. PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
4. APPLY TOPSOIL IN ALL PLANTING AREAS. A SOIL TEST SHALL BE DONE TO VERIFY QUALITY. CONTRACTOR TO AMEND TOP SOIL AS NECESSARY FROM SOIL REPORT TO COMPLY WITH ACCEPTABLE SOIL STANDARDS AND SPECIFICATIONS. SEE SPECIFICATIONS FOR DEPTH OF TOP SOIL.
5. THE LANDSCAPE & IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THEY OBTAIN ANY & ALL DRAWINGS, SPECIFICATIONS & AS-BUILDS APPLICABLE TO CONTRACTORS SCOPE OF WORK PRIOR TO & DURING CONSTRUCTION ON SITE. CONFLICTING OR VAGUE INFORMATION SHALL BE NOTED AND SUBMITTED TO OWNER AND LANDSCAPE ARCHITECT FOR CLARIFICATION.
6. CONTRACTOR IS RESPONSIBLE TO REPLACE ALL DAMAGED NEW & EXISTING LANDSCAPE, INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, IRRIGATION, WEED BARRIER, CURBING, WALKS, ETC.
7. CONTRACTOR SHALL TIE ALL PROPOSED LANDSCAPE MATERIALS WITH EXISTING INCLUDING BUT NOT LIMITED TO ALL PLANTS, TOPSOIL, WEED BARRIER, IRRIGATION, CURBING, WALKS, ETC.
8. SHRUBS & TREES MUST BE PERMANENTLY IRRIGATED WITH AN EMITTER SYSTEM. TURF AREAS SHALL BE IRRIGATED WITH POP-UP SPRAY AND ROTOR HEADS 4" MIN. POP-UP REQ'D, USE RAIN BIRD COMMERCIAL GRADE IRRIGATION COMPONENTS OR APPROVED EQUAL.
9. CONTRACTOR TO REVIEW COMPLETE CONSTRUCTION DOCUMENTS FOR THE ENTIRE PROJECT INCLUDING, BUT NOT LIMITED TO, PROGRAM SPECIFICATIONS, GEOTECHNICAL REPORTS, CIVIL PLAN SET, ARCHITECTURAL PLAN SET (INCLUDING STRUCTURAL, MECHANICAL, PLUMBING, AND ELECTRICAL PLANS), AND ANY OTHER SHOP DRAWINGS OR SUBMITTALS PERTINENT TO, OR THAT IMPACTS, THE CONTRACTORS SCOPE OF WORK. DISCREPANCIES SHALL BE BROUGHT IMMEDIATELY TO THE GENERAL CONTRACTOR TO GENERATE A REQUEST FOR CLARIFICATION/INFORMATION TO BE DISTRIBUTED TO THE ENGINEER/ARCHITECT OF RECORD.
10. CONTRACTOR SHALL CAREFULLY STUDY AND INSPECT CIVIL AND ARCHITECTURAL PLANS AS-BUILTS DRAWING AND VISUALLY INSPECT. MAKE ON-SITE ADJUSTMENTS TO LANDSCAPE BASED OF FINAL DIMENSIONS AND LAYOUTS OF SITE AND BUILDINGS. PROVIDE A UNIT PRICE CREDIT FOR ANY PLANTS, AREA, OR PORTIONS OF THE LANDSCAPE OMITTED.
11. ANY PORTIONS OF THE LANDSCAPE NOT SHOWN OR CLEARLY IDENTIFIED BY THE LANDSCAPE CONSTRUCTION DOCUMENTS SHALL BE IDENTIFIED, AND A REQUEST FOR INFORMATION SHALL BE SUBMITTED TO OWNERS REPRESENTATIVE PRE-BID TO ADDRESS.

GENERAL CONSTRUCTION NOTES:

- 1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS BEFORE CONSTRUCTION.
2. CONTRACTOR SHALL ADHERE TO ALL LOCAL, STATE, AND/OR FEDERAL LAWS PERTAINING TO THE PROJECT'S WORK.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL CONSTRUCTION ELEMENTS WITH OTHER TRADES PRIOR TO INSTALLATION AND BECOME FAMILIAR WITH THE LOCATION OF UNDERGROUND SERVICES AND IMPROVEMENTS.
4. THE CONTRACTOR SHALL EXAMINE THE SITE AND FULLY DETERMINE THE CONDITIONS UNDER THIS CONTRACT. NO ALLOWANCE WILL BE MADE FOR FAILURE OF BIDDERS TO ASCERTAIN ALL ASPECTS OF THE PROJECT.
5. PRIOR TO DIGGING, EXCAVATION, OR UNDERGROUND WORK, CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND SUBSURFACE SYSTEMS. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR REPAIR AND EXPENSES INCURRED TO UTILITIES THAT BECOME DAMAGED AS A RESULT OF HIS WORK.
6. CONTRACTOR SHALL INSPECT WITH OWNER'S REPRESENTATIVE ALL PAVEMENT, SIDEWALK AND CURB DEFECTS PRIOR TO BEGINNING WORK. ALL HARDCAPE SHALL BE RE-INSPECTED DURING FINAL INSPECTION. ANY DAMAGED AREAS SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE QUANTITIES AND MATERIALS REQUIRED TO COMPLETE THE WORK IN ACCORDANCE WITH THE PLANS. CONTRACTOR SHALL PROVIDE OWNER/LANDSCAPE ARCHITECT ACTUAL AMOUNTS REQUIRED FOR FINISHED INSTALLATION.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GRADES AS ESTABLISHED BY THE PROJECT ENGINEER. RUNOFF AND DRAINAGE FLOWS SHALL NOT BE ALTERED OR IMPEDED.
9. THE CONTRACTOR SHALL FURNISH ALL LABOR, TOOLS, EQUIPMENT, MATERIALS, EMPLOYEE AND SUBCONTRACTOR SUPERVISION FOR ITS PORTION OF THE PROJECT TO IMPLEMENT PLANS AND SPECIFICATIONS.
10. THE CONTRACTOR ASSUMES ALL RISKS IN THE PERFORMANCE OF THE WORK AND RESPONSIBILITY FOR LOSS AND EXPENSE RESULTING FROM ON-SITE INJURY.
11. THE CONTRACTOR IS RESPONSIBLE FOR SUPERVISION, SAFETY, ADMINISTRATION, SCHEDULING, COORDINATION AND MANAGEMENT OF SUBCONTRACTORS.
12. THE CONTRACTOR SHALL PROTECT ALL PERSONS NEAR OR ON THE PREMISES FROM UNREASONABLE RISK OF INJURY. PROVIDE WARNING SIGNS, LIGHTS, BARRICADES, RAILINGS, FLAGMEN OR OTHER NECESSARY SAFEGUARD.
13. OWNER / LANDSCAPE ARCHITECT INSPECTIONS SHALL NOT BE DEEMED SUPERVISION OF CONTROL OF CONSTRUCTION BY CONTRACTOR OR SUBCONTRACTORS.
14. ALL CONTRACTS SHALL BE WRITTEN DIRECTLY BETWEEN CONTRACTOR AND OWNER. SPECIFIC TERMS OF WORK SHALL BE NEGOTIATED DIRECTLY BETWEEN PARTIES.
15. OWNER / LANDSCAPE ARCHITECT SHALL REVIEW SHOP DRAWINGS, PRODUCT DATA AND SAMPLES SUBMITTED BY THE CONTRACTOR FOR THE SOLE PURPOSE OF COMPLIANCE WITH THE DESIGN CONCEPT AND WITH INFORMATION GIVEN IN THE CONTRACT DOCUMENTS. OWNER AND LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR CHANGES THAT HAVE NOT BEEN REVIEWED AND AUTHORIZED IN WRITING.
16. WHERE TWO OR MORE REQUIREMENTS CREATE OVERLAPPING CONDITIONS, CONFLICTING MINIMUMS OR LEVELS OF QUALITY, ALL OR THE MORE STRINGENT REQUIREMENTS OR THE HIGHER QUALITY LEVEL IS INTENDED, AND SHALL BE ENFORCED. CONFLICTING REQUIREMENTS SHALL BE REFERRED TO THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE WHOSE INTERPRETATION WILL BE FINAL.
17. WALKS AND PLANTERS SHOWN ON LANDSCAPE PLANS ARE FOR LAYOUT REFERENCE ONLY. REFER TO CIVIL PLANS FOR HORIZONTAL AND VERTICAL CONTROL
18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MOST CURRENT PLANS & SPECIFICATIONS ARE USED & CONVEYED TO ALL SUB- CONTRACTORS AS APPLICABLE.

PLAN SET NOTES:

- 1. SHEET L001 PLANT SCHEDULE, AND NOTES. ALL PLANS IN THIS SET SHALL REFER TO THIS SHEET FOR SUCH INFORMATION.
2. SHEET L101 - L104 PLANTING PLAN
3. SHEET L501 LANDSCAPE PLANTING DETAILS
4. SEE CIVIL PLAN SET AND CONSTRUCTION DOCUMENTS FOR FURTHER SITE DESIGN, LAYOUT, GRADING AND UTILITY LOCATIONS.
5. SEE ARCHITECTURAL PLAN SET AND CONSTRUCTION DOCUMENTS FOR EXACT DIMENSIONS, SIZE, BUILDING LAYOUTS, ELEVATIONS AND ARCHITECTURAL DETAILS AND STRUCTURAL ELEMENTS AND EXACT BUILDING FOOTPRINTS.
6. SEE PROJECT MANUAL FOR ADDITIONAL SPECIFICATIONS FOR CONTRACTORS SCOPE OF WORK. IT IS ALSO CONTRACTORS RESPONSIBILITY THAT ALL APPLICABLE ADDENDUMS, DIRECTIVES, REVISIONS ETC ARE OBTAINED PRE-CONTRACT.
7. NO IMPROVEMENTS OVER 3 FT HIGH, AS MEASURED FROM TOP BACK OF CURB ARE ALLOWED WITHIN SIGHT TRIANGLE AS SHOWN ON PLAN
8. 3:1 MAXIMUM SLOPE IN LANDSCAPED AREAS SHALL BE ADHERED TO.

PLANT SCHEDULE KUNA APARTMENTS

Table with columns: DECIDUOUS TREES, CODE, BOTANICAL / COMMON NAME, SIZE, CONTAINER, QTY, REMARKS. Includes rows for various tree species like Acer tataricum, Catalpa speciosa, Zelkova serrata, Juniperus virginiana, Picea pungens, Pinus sylvestris, Malus x 'Prairifire', Pyrus calleryana, Berberis thunbergii, etc.

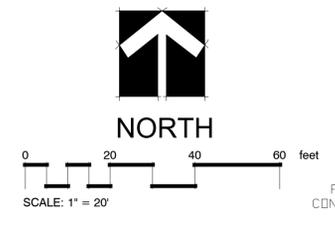
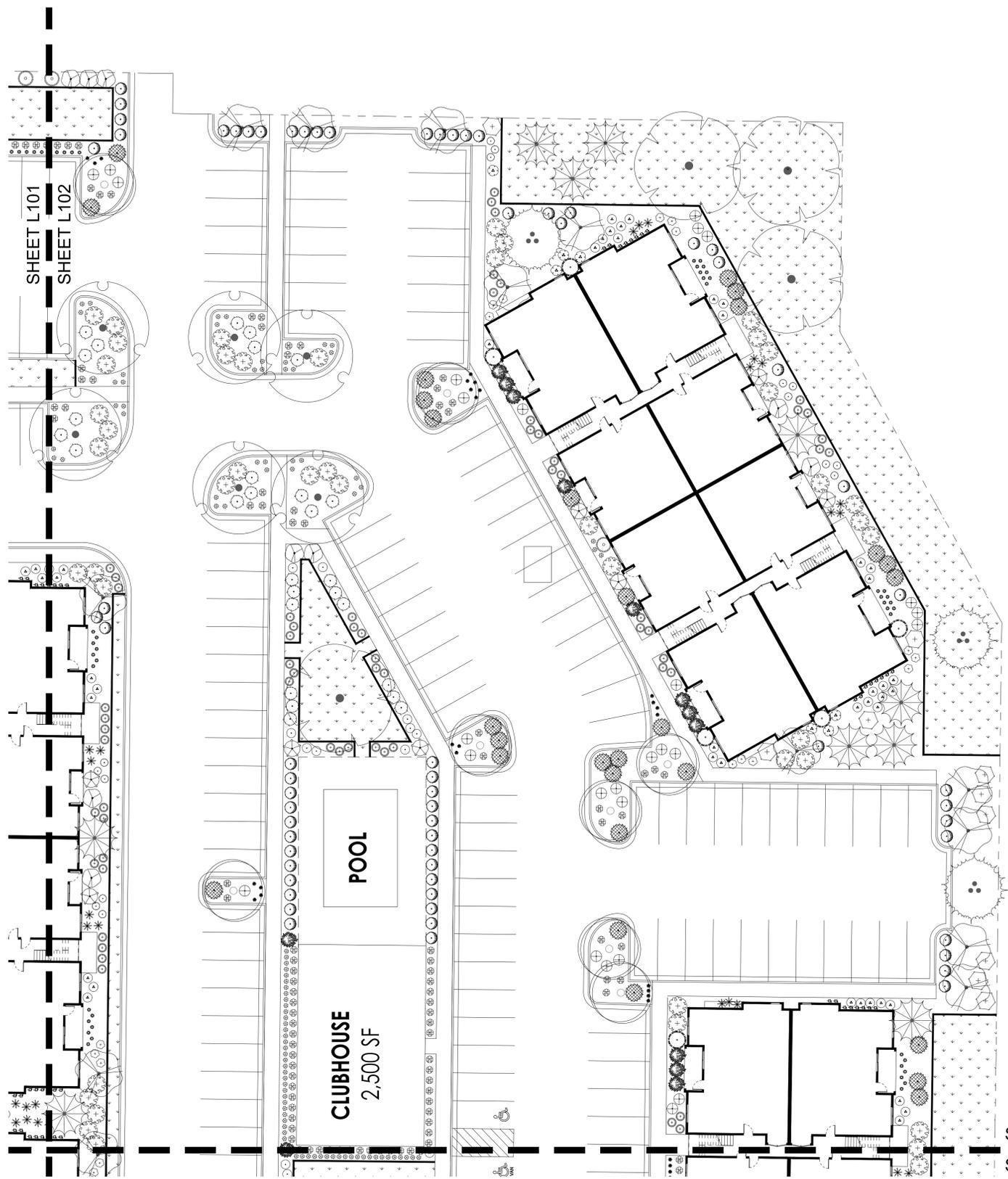
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PLANT SCHEDULE KUNA APARTMENTS		
DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME
	ACE TAT	Acer tataricum / Tatarian Maple
	CAT SPE	Catalpa speciosa / Northern Catalpa
	GLE SH2	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust
	ZEL MUS	Zelkova serrata 'Musashino' / Sawleaf Zelkova
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME
	JUN SKY	Juniperus virginiana 'Skyrocket' / Skyrocket Juniper
	PIC SPR	Picea pungens glauca 'Hoopsii' / Hoopsi Blue Spruce
	PIN SYL	Pinus sylvestris / Scotch Pine
FLOWERING TREES	CODE	BOTANICAL / COMMON NAME
	MAL PRA	Malus x 'Prairifire' / Prairifire Crab Apple
	PRU CHA	Pyrus calleryana 'Chanticleer' / Chanticleer Pear
SHRUBS	CODE	BOTANICAL / COMMON NAME
	BER ATR	Berberis thunbergii 'Atropurpurea Nana' / Dwarf Redleaf Japanese Barberry
	CCB	Caryopteris x clandonensis 'Blue Mist' / Blue Mist Shrub
	CHA FE3	Chamaebatiaria millefolium 'Fernbush' / Fernbush
	COR ELE	Cornus alba 'Elegantissima' / Silveredge Dogwood
	COR KE2	Cornus sericea 'Kelseyi' / Kelseyi Dogwood
	EUO ALA	Euonymus alatus 'Compactus' / Compact Burning Bush
	JUN W12	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper
	JUN GR2	Juniperus scopulorum 'Gray Gleam' / Gray Gleam Juniper
	MAH COM	Mahonia aquifolium 'Compacta' / Compact Oregon Grape
	PHY LIT	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark
	PIN SLO	Pinus mugo 'Slowmound' / Mugo Pine
	PRU CIS	Prunus x cistena / Purple Leaf Sand Cherry
	RHU GRO	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac
	SPI LI2	Spiraea x bumalda 'Limeound' TM / Limeound Spiraea
GRASSES	CODE	BOTANICAL / COMMON NAME
	CAK	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass
	FES EL2	Festuca glauca 'Elijah Blue' / Blue Fescue
	MIS GRA	Miscanthus sinensis 'Gracillimus' / Maiden Grass
	PEN HAM	Pennisetum alopecuroides 'Hameln' / Hameln Dwarf Fountain Grass
ANNUALS/PERENNIALS	CODE	BOTANICAL / COMMON NAME
	ECH C12	Echinacea x 'Cheyenne Spirit' / Cheyenne Spirit Coneflower
	GAU WHI	Gaura lindheimeri 'Whirling Butterflies' / Whirling Butterflies Gaura
	HEM ORO	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily
	HOS PAT	Hosta undulata 'Patriot' / Variegated Hosta
	RUD GO2	Rudbeckia fulgida sultivantii 'Goldstrum' / Black-eyed Susan



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APPROVED BY:		
PSOMAS Balancing the Natural and Built Environment 11456 South Temple Drive, Suite 200 South Jordan, UT 84095 (801) 270-5777 www.psomas.com PROJECT NUMBER: 8#####		
KUNA APARTMENTS KUNA, ID PLANTING PLAN		
L102		

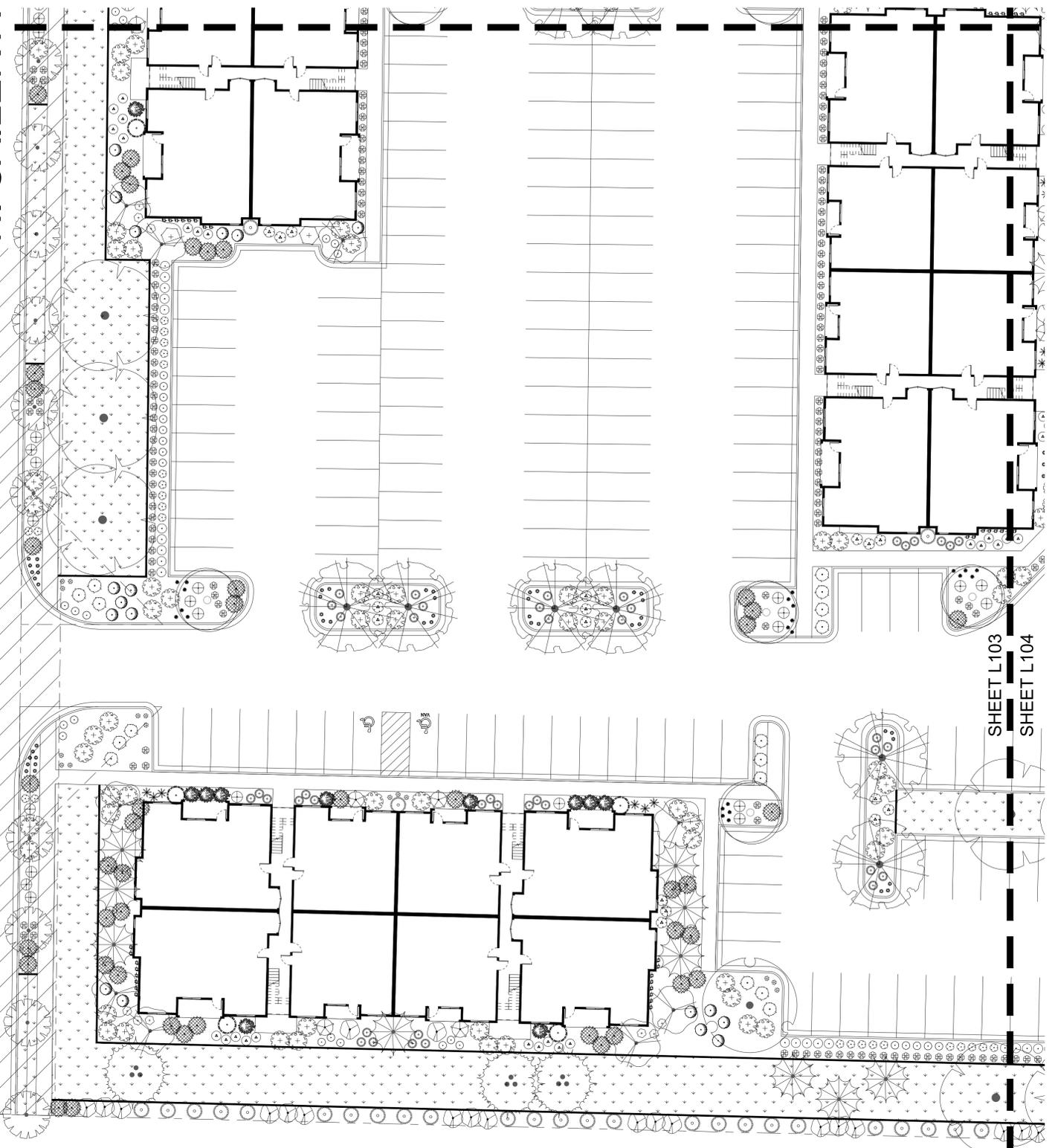
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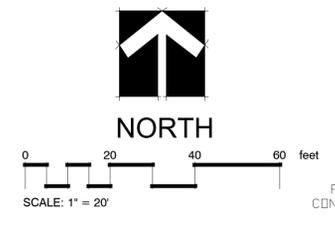
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SHEET L103
SHEET L104

PLANT SCHEDULE KUNA APARTMENTS

DECIDUOUS TREES	CODE	BOTANICAL / COMMON NAME
	ACE TAT	Acer tataricum / Tatarian Maple
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	GLE SH2	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust
	ZEL MUS	Zelkova serrata 'Musashino' / Sawleaf Zelkova
EVERGREEN TREES	CODE	BOTANICAL / COMMON NAME
	JUN SKY	Juniperus virginiana 'Skyrocket' / Skyrocket Juniper
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FLOWERING TREES	CODE	BOTANICAL / COMMON NAME
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	PRU CHA	Pyrus calleryana 'Chanticleer' / Chanticleer Pear
SHRUBS	CODE	BOTANICAL / COMMON NAME
	BER ATR	Berberis thunbergii 'Atropurea Nana' / Dwarf Redleaf Japanese Barberry
	CCB	Caryopteris x clandonensis 'Blue Mist' / Blue Mist Shrub
	CHA FE3	Chamaebatiaria millefolium 'Fernbush' / Fernbush
	COR ELE	Cornus alba 'Elegantissima' / Silveredge Dogwood
	COR KE2	Comus sericea 'Kelseyi' / Kelseyi Dogwood
	EUO ALA	Euonymus alatus 'Compactus' / Compact Burning Bush
	JUN W12	Juniperus horizontalis 'Wiltonii' / Blue Rug Juniper
	JUN GR2	Juniperus scopulorum 'Gray Gleam' / Gray Gleam Juniper
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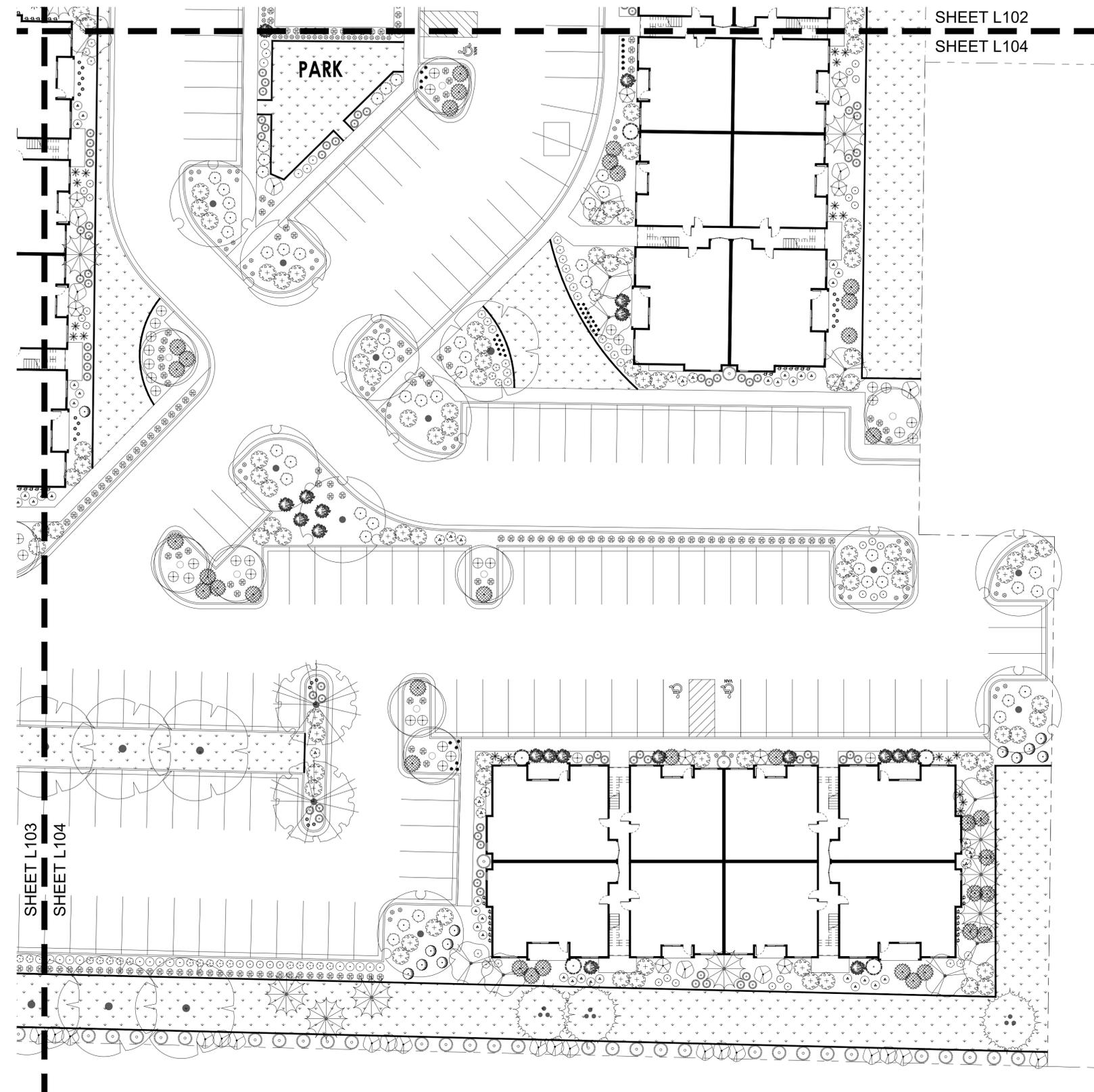


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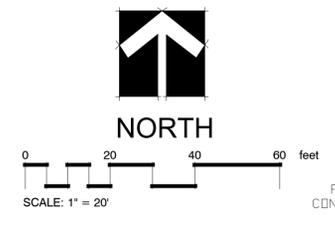
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	JUN GR2	Juniperus scopulorum 'Gray Gleam' / Gray Gleam Juniper
	MAH COM	Mahonia aquifolium 'Compacta' / Compact Oregon Grape
	PHY LIT	Physocarpus opulifolius 'Little Devil' TM / Dwarf Ninebark
	PIN SLO	Pinus mugo 'Slowmound' / Mugo Pine
	PRU CIS	Prunus x cistena / Purple Leaf Sand Cherry
	RHU GRO	Rhus aromatica 'Gro-Low' / Gro-Low Fragrant Sumac
	SPI LI2	Spiraea x bumalda 'Limebound' TM / Limebound Spiraea
GRASSES	CODE	BOTANICAL / COMMON NAME
	CAK	Calamagrostis x acutiflora 'Karl Foerster' / Feather Reed Grass
	FES EL2	Festuca glauca 'Elijah Blue' / Blue Fescue
	MIS GRA	Miscanthus sinensis 'Gracillimus' / Maiden Grass
	PEN HAM	Pennisetum alopecuroides 'Hamelii' / Hamelii Dwarf Fountain Grass
ANNUALS/PERENNIALS	CODE	BOTANICAL / COMMON NAME
	ECH C12	Echinacea x 'Cheyenne Spirit' / Cheyenne Spirit Coneflower
	GAU WHI	Gaura lindheimeri 'Whirling Butterflies' / Whirling Butterflies Gaura
	HEM ORO	Hemerocallis x 'Stella de Oro' / Stella de Oro Daylily
	HOS PAT	Hosta undulata 'Patriot' / Variegated Hosta
	RUD GO2	Rudbeckia fulgida sultivantii 'Goldstrum' / Black-eyed Susan



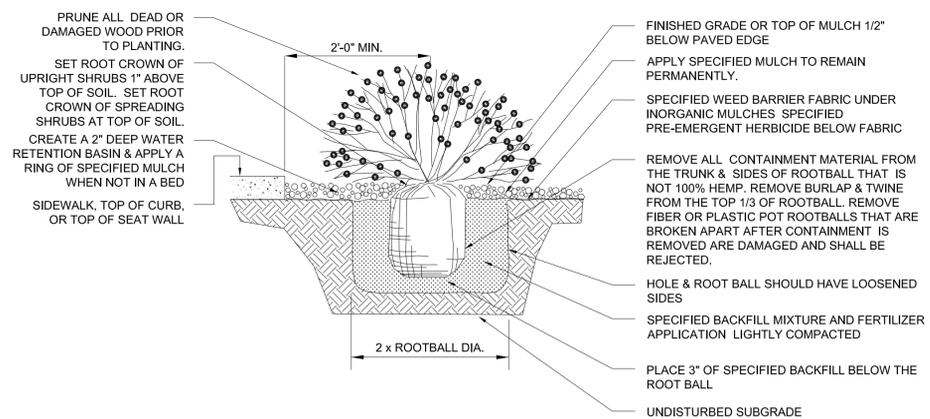
SHEET L102
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SHEET L103
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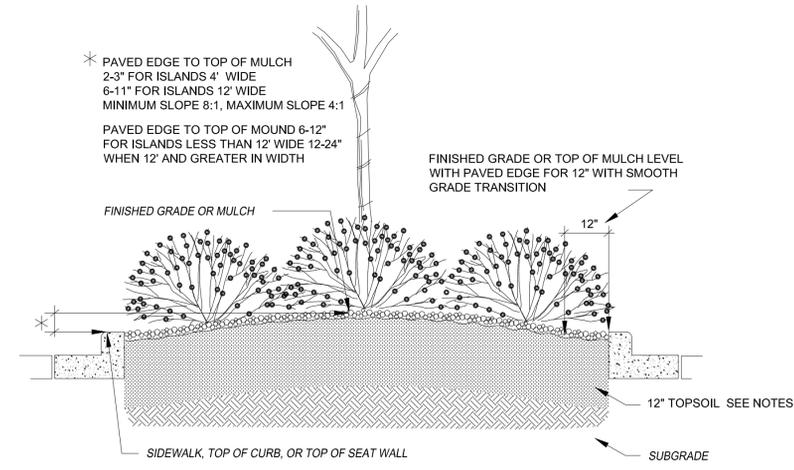


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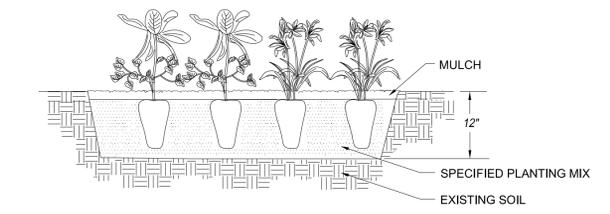
PSOMAS	Balancing the Natural and Built Environment 11456 South Temple Drive, Suite 200 South Jordan, UT 84095 (801) 270-5777 www.psomas.com	PROJECT NUMBER: 8#####
KUNA APARTMENTS	KUNA, ID PLANTING PLAN	L104
SUBMITTAL	DRAWN BY: TS CHECKED BY: CH APPROVED BY: TS	PLOT DATE: 7/15/22
NO.	REVISION DESCRIPTION	DATE
NOT FOR CONSTRUCTION		
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A SHRUB PLANTING
NO SCALE

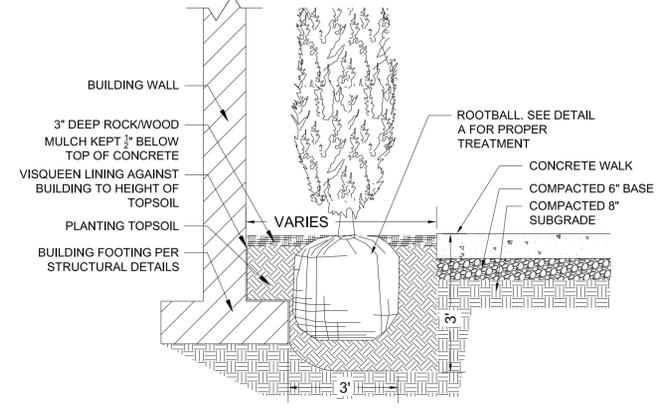


B MOUNDED ISLAND - SHRUBS AND TREES
NO SCALE

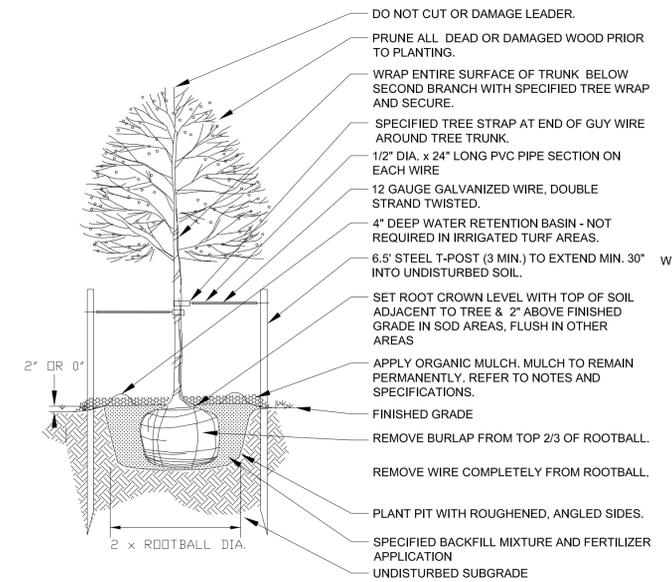


C PERENNIAL PLANTING
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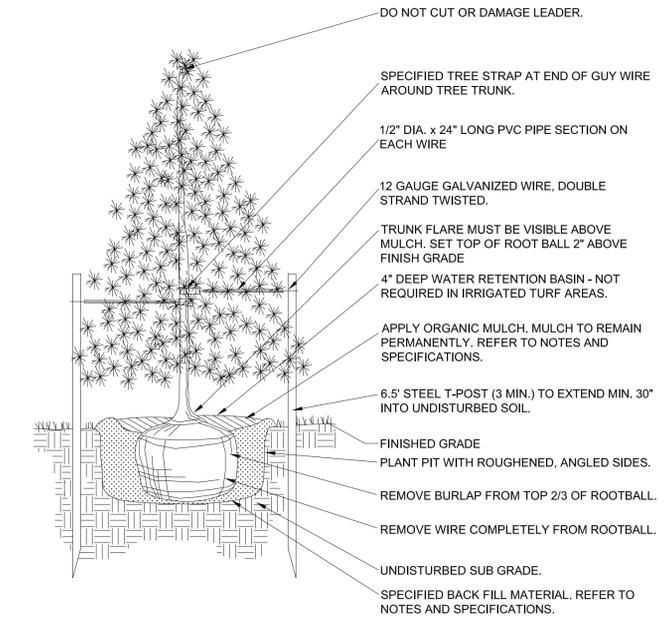
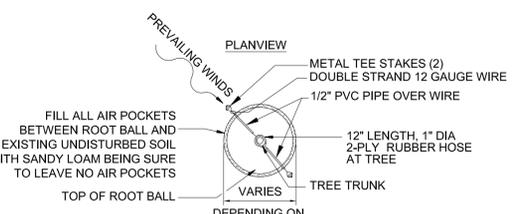
- NOTES:
1. INSTALL TREE IN HOLE, ADD 1ST LAYER OF COMPACTED SOIL MIX, CUT AND REMOVE ALL BURLAP, TWINE FROM TOP 1/3 OF BALL, ADD SECOND LAYER OF SOIL MIX.
 2. SOIL MIX FOR ALL TREE SHALL BE 30% EXISTING, SOIL EXCAVATED FROM PLANT HOLE, 30% LOAMY TOPSOIL, 20% CLEAN COARSE SAND, 20% PEAT MOSS.
 3. PLACE AGRIFORM TABLETS IN EACH PLANTING PIT, BURY AT 1/3 DEPTH OF ROOT BALL. PLACE 3 TABLETS IN EACH PIT, NO CLOSER THAN 18 INCHES APART.
 4. DIAMETER OF TREE RING IN LAWN AREAS TO BE 2 FEET WIDER THAN DIAMETER OF CANOPY.



D BUILDING FRONT PLANTER
NO SCALE



E TREE PLANTING
NO SCALE



F EVERGREEN TREE PLANTING
NO SCALE

- NOTES:
1. INSTALL TREE IN HOLE, ADD 1ST LAYER OF COMPACTED SOIL MIX, CUT AND REMOVE ALL BURLAP, TWINE FROM TOP 1/3 OF BALL, ADD SECOND LAYER OF SOIL MIX.
 2. SOIL MIX FOR ALL TREE SHALL BE 30% EXISTING, SOIL EXCAVATED FROM PLANT HOLE, 30% LOAMY TOPSOIL, 20% CLEAN COARSE SAND, 20% PEAT MOSS.
 3. PLACE AGRIFORM TABLETS IN EACH PLANTING PIT, BURY AT 1/3 DEPTH OF ROOT BALL. PLACE 3 TABLETS IN EACH PIT, NO CLOSER THAN 18 INCHES APART.
 4. DIAMETER OF TREE RING IN LAWN AREAS IS BE 4'-0".
 5. STAKING NOT REQUIRED, ONLY THROUGH CERTAIN SITE CONDITIONS.
 6. SHADE TREES: LOWEST LIMBS MIN. 6'-8" FROM ROOT CROWN AFTER TWO YEARS. NO LIMB SHALL BE WITHIN 7' OF PAVEMENT.

NO.	REVISION DESCRIPTION	DATE

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SUBMITTAL	TS	CH	TS	PLOT DATE:
DRAWN BY:				7/15/22
CHECKED BY:				
APPROVED BY:				

PSOMAS
Balancing the Natural and Built Environment
11456 South Temple Drive, Suite 200
South Jordan, UT 84095
(801) 270-5777
www.psomas.com
PROJECT NUMBER: 8#####

KUNA APARTMENTS
KUNA, ID
PLANTING DETAILS

L501

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Planning & Zoning Department

City of Kuna

P.O. Box 13

Kuna, Idaho 83634

Phone: (208) 922-5274

Fax: (208) 922-5989

www.kunacity.id.gov

Agency Notification

May 4, 2022

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

File Numbers & Case Name:	22-01-CPM (FLUM Amendment) & 22-03-ZC (Rezone) and 22-02-S (Preliminary Plat) – <i>Kuna Apartments Subdivision.</i>
Project Description	Mark Hampton, requests approval to Amend the Future Land Use Map (FLUM) from Commercial to High Density Residential (HDR), and to Rezone a combined approx. 8.93 total acres from R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial) TO R-20 (HDR); and approx. 2.88 ac. from R-6 to the C-1 zone; and requests Preliminary Plat approval to subdivide the same lands into 2 buildable lots. The site is located in Section 24, Township 2 North, Range 1 West (Parcel number; S1324110095).
Site Location	Near the SEC of Sailer Place and Deer Flat Rd., Kuna, ID 83634.
Applicant	Mark Hampton / Kevin Peay 11716 S 700 E Draper, UT 84020 801.676.7625 / 801.897.3456 mark@rimrock.us ; kcpcorp6@gmail.com
Representative	Riley Jarrett Jarrett Architecture 2701 N Thanksgiving Way, Ste. 100 Lehi, UT, 84043 801.901.0506 riley@jarrettarchitecture.com
Tentative Public Hearing Date	P and Z Commission: On Tuesday, October 11, 2022 (<i>Tentative</i>) 6:00 PM Council Chambers at Kuna City Hall, 751 W. 4 th Street, Kuna, ID 83634
Staff Contact	Troy Behunin, Senior Planner Kuna Planning and Zoning Department 208.922.5274 TBehunin@kunaid.gov

Enclosed is information to assist you with your consideration and response. All comments as to how this action may affect the service(s) your agency provides, is greatly appreciated. Please contact staff with any questions. **If your agency needs different or additional information to review and provide comment's please notify our office and they will be sent to you.** If your agency needs additional time for review, please let our office know as soon as possible. *No response within 15 business days will indicate you have no objection or comments for this project.*



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

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

Brady Barroso
 Engineering Technician I

MEMORANDUM

To: Doug Hanson - Planning and Zoning Director

From: Brady Barroso - Engineering Technician I
 Catherine Feistner - Assistant City Engineer

Date: 30 September 2022

RE: Public Works Comments
 Kuna Apartments Subdivision, 22-01-CPM (FLUM Amendment), 22-03-ZC (Rezone), 22-02-S (Preliminary Plat)

The Kuna Apartments Subdivision, 22-01-CPM, 22-03-ZC, 22-02-S, FLUM amendment, rezone, and Preliminary Plat request dated 4 May 2022 has been reviewed. The applicant wishes to rezone and plat with a City of Kuna (City) R-20 (high density residential) zone. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received. EDU's will be soft reserved once the civil construction drawings are received and issuance of the QLPE will hard reserve the EDU's needed for each phase.

The applicant has approximately 186 prepaid equivalent dwelling units (EDU's) available for this property. The total projected EDU's is approximately 193. The City can service up to 186 EDU's. Additional EDU's may become available when the 18" Danskin force main is complete. Rezoning this parcel from R-6 and C-1 to a R-20 will increase demand on a gravity sewer line downstream of this project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.

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

1) Inspection & Fees

- a) An inspection fee will apply to inspect the final construction of water, sewer, and irrigation facilities associated with this development.
- b) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.

- c) All applicable utility inspection and utility flow modeling fees shall be paid by the developer in accordance with City of Kuna Resolution R57-2021. *Payment is due and payable prior to the pre-construction meeting.*
- d) The Kuna Rural Fire District's fees can be found on their website. *Payment is due and payable prior to the preconstruction meeting.*

2) General

- a) The applicant requests to plat approximately 12 acres.
- b) Equivalent Dwelling Units (EDU's) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 611. Commercial EDU's are based on a fixture count analysis at the time of building permit.
- c) Areas for outside activities are incorporated into the project. Connection to the City of Kuna Pathways Master Plan presents a long-term goal that should be considered.
- d) A construction drawing approval letter from the local irrigation district will be required if this project affects irrigation supply/delivery in any way.
- e) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
- f) All positional information shall be from the most recent state plane coordinate system.
- g) Provide engineering certification on all final engineering drawings.
- h) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrances of the subdivision, at intersections, and at every 250' interval. Streetlights should be coincident with Fire Hydrants whenever possible.
- i) Fire suppression shall be available and approved by KRFD.
- j) No building permits will be issued and no construction can begin without adequate fire protection.
- k) Fiber conduit shall be designed and constructed on all mile and mid-mile roads or as otherwise noted.

3) Right-of-Way

- a) Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
- b) Approaches onto classified streets must comply with ACHD approach policies.
- c) All street construction must meet or exceed City of Kuna and ACHD development standards.
- d) All City mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
- e) The KRFD Deputy Fire Marshal, or representative, must approve fire/public safety access to the subdivision.
- f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

- a) EDU's will be soft reserved once the civil construction drawings are received and issuance of the QLPE will hard reserve the EDU's needed for each phase.
- b) The applicant's property is not connected to City services. The closest possible connection to gravity sewer is located in N Sailer Ave. The applicant has approximately 186 prepaid EDU's

available for this property. The remaining EDU's will be based on first come first serve upon completion of the 18" Danskin force main.

- c) City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.
- d) Existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality (DEQ) requirements. Documentation shall be provided to the City of Kuna.
- e) Sewer must provide connectivity for surrounding developments.
- f) No cleanouts are permitted at the end of runs in lieu of manholes per Kuna City Code 6-4-2-B.14.
- g) All sewer infrastructure must meet or exceed City of Kuna requirements.
- h) Sewer flow models will be required to verify and accommodate pipe sizes. The associated costs shall be paid by the developer.
- i) Sewer connection fees apply to each lot containing a home or other facility.
- j) This application shall conform to the sewer masterplan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

- a) The applicant's property is not connected to City services. The closest possible connection to water is located in N Sailer Ave and E Profile Lane.
- b) The applicant shall design and construct 12" water mainline in N Sailer Ave.
- c) Water flow models will be required to verify and accommodate adequate water supply and fire suppression. The associated costs shall be paid by the developer.
- d) City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels. It is expected the applicant will connect to City water services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.
- e) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
- f) All water infrastructure must meet or exceed City of Kuna requirements.
- g) Water connection fees apply to each lot containing a home or other facility.
- h) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

- a) The applicant's property is not connected to City services. The closest possible connection to pressurized irrigation is located in N Sailer Ave and E Profile Lane.
- b) The applicant shall design and construct 12" pressurized irrigation mainline in N Sailer Ave.
- c) Relying on municipal drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
- d) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
- e) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
- f) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply. All associated costs shall be paid by the developer.
- g) Surface water rights shall be transferred to the City prior to the completion of the final plat.

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.



Mary May, President
 Alexis Pickering, Vice-President
 Jim D. Hansen, 2nd Vice President
 Kent Goldthorpe, Commissioner
 Dave McKinney, Commissioner

August 25, 2022

To: Mark Hampton, Kevin Peay
 11716 S 700 E Draper
 Draper, UT 84020

Subject: KPP22-0015/ 22-01/22-03-ZC/ 22-02-S/ 22-28-DR
 N. Sailer Avenue (S1324110095) and a portion of R7448420042
 Kuna Apartments

The applicant is requesting a comprehensive plan map change, a future land use map change, and a rezone of 12 acres consisting of 9 acres from R-6 (Medium Density Residential) and C-1 (Neighborhood Commercial) to R-20 (High Density Residential) and 3 acres from R-6 to C-1 acres. The applicant is also requesting preliminary plat approval for 2 buildable lots consisting of 192 apartment units on one lot and one lot for 233,220 square feet of commercial.

A. Findings of Fact

1. Sailer Avenue

- a. **Existing Conditions:** There are no local commercial streets within the site. Sailer Avenue stubs to the site's north property line.

Sailer Avenue stubs to the site's north property line and is improved with 2-travel lanes, 27-feet of pavement, vertical curb, gutter, and 5-foot wide attached concrete sidewalk on the east side of the roadway and no curb, gutter or sidewalk on the west side of the roadway. There is 42-feet of right-of-way for Sailer Avenue abutting the site.

b. **Policy:**

Commercial Roadway Policy: District Policy 7208.2.1 states that the developer is responsible for improving all commercial street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7208.5 states that right-of-way widths for new commercial streets shall typically be 50 and 70-feet wide and that the standard street section will vary depending on the need for a center turn lane, bike lanes, volumes, percentage of truck traffic, and/or on-street parking.

- A 36-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and on-street parking.
- A 40-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane.
- A 46-foot street section (back-of-curb to back-of-curb) will typically accommodate two travel lanes and a center turn lane and bike lanes.

Continuation of Streets Policy: District Policy 7208.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries, water and sewer.
- Promotes orderly development.

Sidewalk Policy: District Policy 7208.5.6 requires a concrete sidewalk at least 5-foot wide to be constructed on both sides of all commercial streets. If a separated sidewalk is proposed, a parkway strip at least 6-foot wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip.

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

Half Street Policy: District Policy 7208.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-foot), plus 12-foot of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

- c. **Applicant's Proposal:** The applicant is proposing to extend Sailer Avenue into the site as $\frac{1}{2}$ of a 40-foot commercial street section to include vertical curb, gutter and 5-foot wide attached concrete sidewalk on the east side of the roadway plus 9-foot of additional pavement widening and a borrow ditch sized to accommodate the roadway storm runoff on the west side of the roadway within 42-foot of right-of-way.
- d. **Staff Comments/Recommendations:** The applicant's proposal meets District policy with the exception of the 9-foot of pavement on the west side of the roadway. Consistent with ACHD's Half Street policy the applicant should be required to improve the west side of the roadway with an additional 12-foot of pavement widening beyond the centerline of the roadway established for the street, a 3-foot wide gravel shoulder and borrow ditch sized to accommodate the roadway storm runoff. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the east side and to 2-feet behind back of borrow ditch on the west side.

For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind the back of curb and provide a permanent right-of-way easement that

extends from the right-of-way line to 2-feet behind back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

2. Stub Streets

a. **Existing Conditions:** There is an existing stub street to the site's north property line, Sailer Avenue.

b. **Policy:**

Stub Street Policy: District policy 7208.2.4.3 states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7208.2.4, except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that, "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

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

Temporary Dead End Streets Policy: District policy 7208.2.4.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. **Applicant's Proposal:** The applicant is proposing to construct a commercial stub street to the south, Sailer Avenue, located 1,294-feet west of Meridian Road.

d. **Staff Comments/Recommendations:** The applicant's proposal to construct a commercial street stub to the south, Sailer Avenue, located 1,294-feet west of Meridian Road meets District policy and should be approved, as proposed.

The applicant should be required to construct a temporary cul-de-sac turnaround at the terminus of Sailer Avenue, as it extends greater than 150-feet. The temporary turnaround should be paved and constructed to the same dimensional standards as a standard cul-de-sac turnaround. If the turnaround extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

The applicant should be required to install a sign at the terminus of the stub street, Sailer Avenue, stating that "THIS ROAD WILL BE EXTENDED IN THE FUTURE."

3. Private Roads/Driveways

3.1 Sailer Avenue

a. **Existing Conditions:** Sailer Avenue has not been constructed within the site.

b. Policy:

Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street intersection, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

Driveway Location Policy: District policy 7208.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector/arterial or arterial street intersection.

Successive Driveways: District Policy 7208.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7208.4.3 restricts commercial driveways to a maximum width of 40-feet. Most commercial driveways will be constructed as curb-cut type facilities.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7208.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

Driveway Design Requirements: District policy 7208.4.3 states if an access point is to be gated, the gate or keypad (whichever is closer) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

c. Applicant's Proposal: The applicant is proposing to construct two 24-foot wide paved curb return type private road/drive aisles onto Sailer Avenue and both driveways transition to 45-feet in width to provide back out parking into the driveway (illustrated below) and are located as follows:

- 145-feet south of the site's north property line
- 135-feet north of the site's south property line

d. Staff Comments/Recommendations: The applicant's proposal to construct two 24-foot wide paved curb return type private road/drive aisles onto Sailer Avenue meets District policy and should be approved, as proposed.

Staff recommends that the parking located within the private road/drive aisles near Sailer Avenue be eliminated due to the safety concerns associated with its proximity to the Sailer Avenue intersection and the potential for conflict with vehicles entering and exiting the site as vehicles are backing in and out of the parking spots.

If the City of Kuna approves the private roads, the applicant shall be required to pave the private roadways their full width and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for the private roads. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

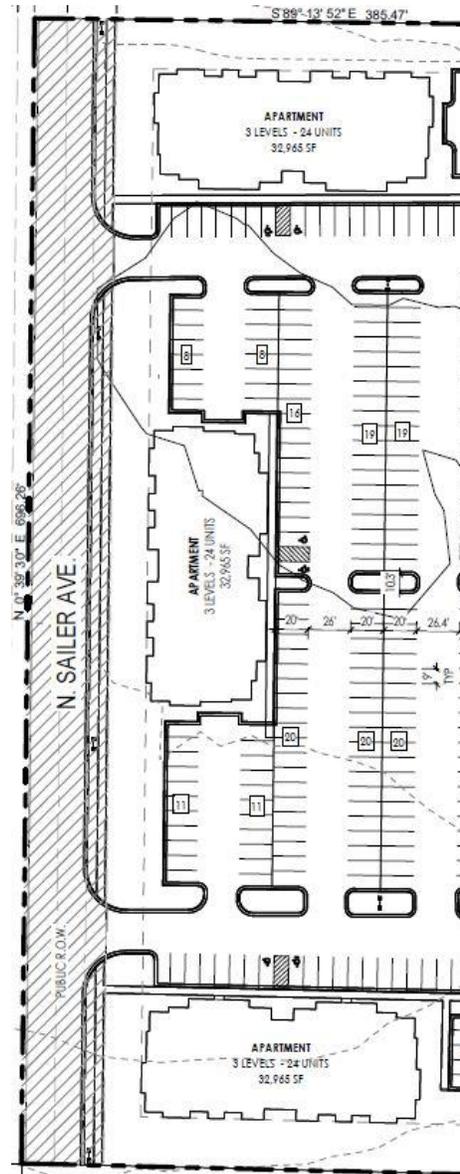
The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

4. Traffic Calming

a. Policy:

Speed Control and Traffic Calming Policy: District policy 7208.3.7 states that the design of commercial street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also



consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require a maintenance and/or license agreement.

- b. Applicant's Proposal:** The applicant is proposing to extend Sailer Avenue into the site as a long straight roadway to be greater than 750-feet in length.
- c. Staff Comments/Recommendations:** The applicant should be required to redesign Sailer Avenue to reduce the length or to include the use of passive design elements.

Speed humps/bumps and valley gutter will not be accepted as traffic calming.

The applicant should be required to submit a revised preliminary plat showing the redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first final plat.

5. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

6. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

B. Site Specific Conditions of Approval

1. Redesign Sailer Avenue to be less than 750-feet in length or provide traffic calming including the use of passive design elements for review and approval prior to ACHD's signature on the first final plat.

Stop signs, speed humps/bumps and valley gutters will not be accepted as traffic calming.

2. Extend Sailer Avenue into the site as ½ of a 40-foot street section to include vertical curb, gutter and 5-foot wide attached or detached concrete sidewalk on the east side of the roadway plus an additional 12-feet of pavement widening beyond the centerline of the roadway established for the street, a 3-foot gravel shoulder and borrow ditch sized to accommodate the roadway storm runoff on the west side of the roadway. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the east side and to 2-feet behind back of borrow ditch on the west side.
3. Reduce the right-of-way width for detached sidewalk to 2-feet behind the back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.
4. Construct a commercial stub street to the south, Sailer Avenue, located 1,294-feet west of Meridian Road.

5. Construct a temporary cul-de-sac turnaround at the terminus of Sailer Avenue, as it extends greater than 150-feet. Pave the temporary turnaround and construct to the same dimensional standards as a standard cul-de-sac turnaround. If the turnaround extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.
6. Install a sign at the terminus of the stub street, Sailer Avenue, stating that "THIS ROAD WILL BE EXTENDED IN THE FUTURE."
7. Construct two 24-foot wide paved curb return type private road/drive aisles onto Sailer Avenue located as follows:
 - 145-feet south of the site's north property line
 - 135-feet north of the site's south property line.
8. Install street name and stop signs for the private road/drive aisle. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.
9. A Traffic Impact Fee will be assessed by ACHD and will be due prior to issuance of a building permit. Please contact the ACHD Planner (see below) for information regarding impact fees.
10. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.
11. Comply with the Standard Conditions of Approval as noted below.

C. Traffic Information

Trip Generation

This development is estimated to generate 1,294 vehicle trips per day; and 98 vehicle trips per hour in the PM peak hour, based on the Institute of Transportation Engineers Trip Generation Manual, 11th edition.

Condition of Area Roadways: *Traffic Count is based on Vehicles per hour (VPH)*

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Deer Flat	None	Minor Arterial	707	"E"
**Sailer Avenue	42-feet	Collector	N/A	N/A

* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH)

** ACHD does not set level of service thresholds for local streets.

Average Daily Traffic Count (VDT): *Average daily traffic counts are based on ACHD's most current traffic counts*

- The average daily traffic count for Deer Flat Road west of SH-69 was 12,012 on June 17, 2021.
- There are no current traffic counts for Sailer Avenue.

D. Attachments

1. Vicinity Map
2. Site Plan

3. Standard Conditions of Approval
4. Appeal Guidelines

If you have any questions, please feel free to contact me at (208) 387-6218.

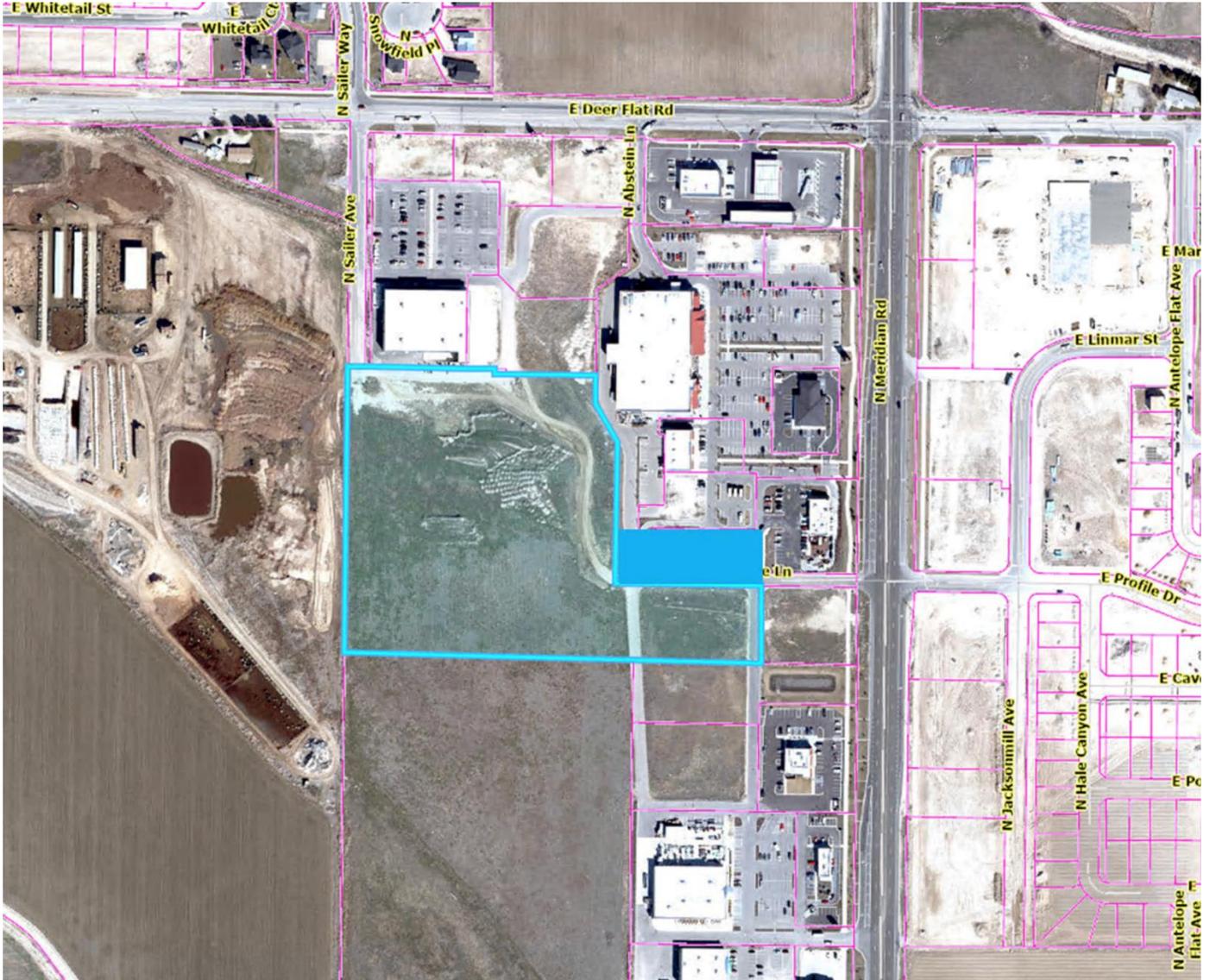
Sincerely,



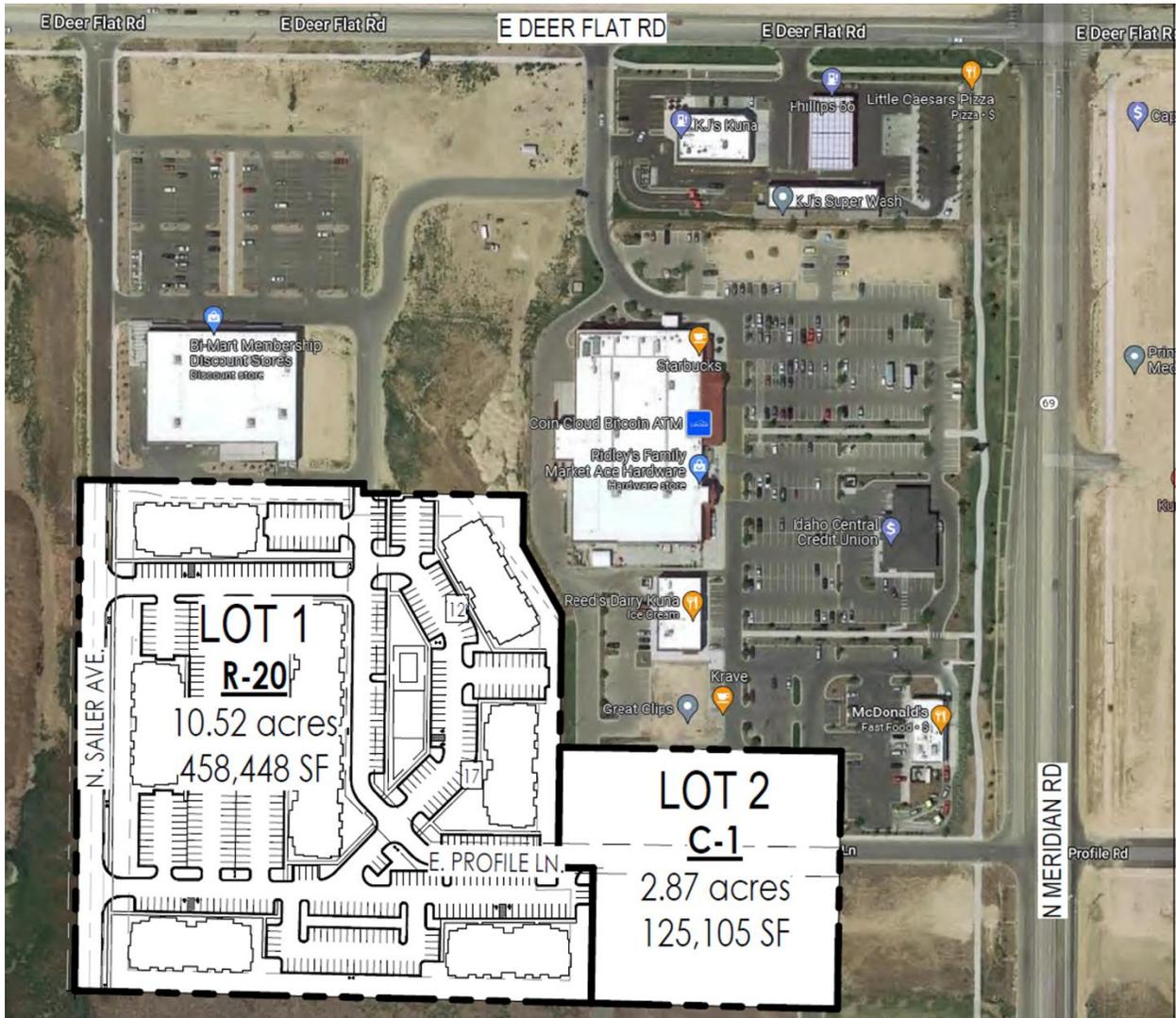
Dawn Battles
Planner
Development Services

cc: City of Kuna (Troy Behunin), via email
Jarrett Architecture, via email

VICINITY MAP



SITE PLAN



Standard Conditions of Approval

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

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

DAVID REYNOLDS
CHAIRMAN OF THE BOARD

DONALD BARKSDALE
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-
TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

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

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

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

RECEIVED
AUG 10 2022
CITY OF KUNA

08 August 2022

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

RE: Kuna Apartments Sub, Mark Hampton
Sailer Place and Deer Flat Rd. Kuna 83634
Boise-Kuna Irrigation District BK-381-A3
Teed Lateral 61+90
Sec. 24, T2N, R1W, BM.

Troy Behunin, Senior Planner:

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

Per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors.

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

Sincerely,



Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc: Clint McCormick
Alicia Flavel
File

Watermaster, Div. 2 BPBC
Secretary – Treasurer, BKID



Ada County Transmittal
Division of Community and Environmental Health

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Meridian
- Kuna
- Star

Rezone/OTD # 22-03-ZC

Conditional/Accessory Use # 22-01-CPM

Preliminary / Final / Short Plat 22-02-S

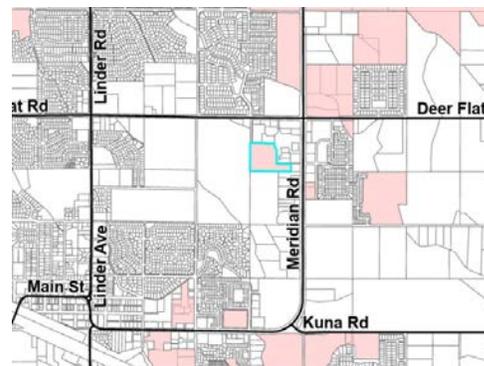
Development Name/Section Kuna Apartments

- 1. We have No Objections to this Proposal.
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
 - high seasonal ground water
 - waste flow characteristics
 - bedrock from original grade
 - other _____
- 5. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 6. After written approvals from appropriate entities are submitted, we can approve this proposal for:
 - central sewage
 - community sewage system
 - interim sewage
 - central water
 - individual sewage
 - individual water
 - community water well
- 7. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
 - central sewage
 - community sewage system
 - sewage dry lines
 - central water
 - community water
- 8. Infiltration beds for storm water disposal are considered shallow injection wells. If they are not in the City of Boise or ACHD right-of-way, an application and fee per well, vicinity map and construction plans must be submitted to CDH.
- 9. If restroom or plumbing facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 10. An accessory use application, fee, detailed site plan and floor plans must be submitted to CDH for review.
- 11. Land development application, fee per lot, test holes and full engineering report is required.
- 12. CDH makes no guarantee a septic permit will be issued on the split off lot. A speculative site evaluation is recommended.
- 13. We will require plans be submitted for a plan review for any:
 - food establishment
 - swimming pools or spas
 - beverage establishment
 - grocery store
 - child care center
- 14. _____

Reviewed By: [Signature] Date: 8/11/22

Communities in Motion 2050 Development Checklist

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2050 (CIM 2050), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2050 goals.



Development Name: Kuna Apartments Subdivision
CIM Vision Category: Existing Neighborhood **New Jobs:** 0
CIM Corridor: none **New Households:** 192



Safety

Level of Stress measures how safe and comfortable a bicyclist or pedestrian would feel on a corridor and considers multimodal infrastructure number of vehicle lanes and travel speeds.

- Pedestrian level of stress
- Bicycle level of stress



Economic Vitality

These tools evaluate whether the location of the proposal supports economic vitality by growing near existing public services.

- Activity Center Access
- Farmland Preservation
- Net Fiscal Impact
- Within CIM Forecast



Convenience

Residents who live or work less than 1/2 mile from critical services have more transportation choices, especially for vulnerable populations.

- Nearest bus stop
- Nearest public school
- Nearest public park



Quality of Life

Checked boxes indicate that additional information is attached.

- Active Transportation
- Automobile Transportation
- Public Transportation
- Roadway Capacity



Improves performance



Does not improve or reduce performance



Reduces performance

Comments:

The project places high-density residential nearby a commercial area and a future bus route. The [Kuna Express Route](#), tentatively planned for late 2025, would run along North Kay Street, about 0.25 miles from the development. Work with Valley Regional Transit on strategies to encourage transit use such as joining the group pass program. Also, consider accessibility in apartment design.

Communities in Motion 2050
[2020 Change in Motion Report](#)
[Development Review Process](#)

Web: www.compassidaho.org
 Email: info@compassidaho.org



Public Transportation Infrastructure

Providing safe and comfortable transit stops and appropriate amenities can make public transportation a more convenient and competitive option, reduce the overall cost of housing + transportation, and expand the potential customer base for businesses.

While stop location and spacing will depend on the circumstances of the route, there are some general guidelines to improve the user experience:

Locate bus stop amenities in areas that are expected to generate the most ridership, such as near employment centers, residential areas, retail centers, education centers, or major medical facilities.

Provide sidewalks and/or bike paths designed to meet the needs of all users (including elderly, children, and individuals with disabilities) to connect development to transit stops.

- ✓ Provide bicycle parking that includes covered bike racks at transit stops; ensure it does not conflict with vehicular or pedestrian travel.

Provide shelters, benches, trash receptacles, lighting, and landscaping to enhance the overall comfort and attractiveness of transit; ensure amenities do not block pathways, sidewalks, or bike lanes.

- ✓ Include doors with 32 inches of clear passage space, and at least one zero-step entrance and accessible bathroom on the main floor to support those with limited mobility.

- ✓ Join the Valley Regional Transit group pass program:
<https://www.valleyregionaltransit.org/group-pass-programs>

Use Valley Regional Transit's [Bus Stop Location and Transit Amenities Development Guidelines](#) for siting new bus stops and reviewing current and bus stops.

Fiscal Impact Analysis Supplemental for the Development Review Checklist

The purpose of the fiscal impact analysis is to better estimate expected revenues and costs to local governments as a result of new development so that the public, stakeholders, and the decision-makers can better manage growth. Capital and operating expenditures are determined by various factors that determine service and infrastructure needs, including persons per household, student generation rates, lot sizes, street frontages, vehicle trip and trip adjustment factors, average trip lengths, construction values, income, discretionary spending, and employment densities.

The COMPASS Development Checklist considers the level of fiscal benefits, how many public agencies benefit or are burdened by additional growth, and how long the proposal will take to achieve a fiscal break-even point, if at all.

More information about the COMPASS Fiscal Impact Tool is available at:

www.compassidaho.org/prodserv/fiscalimpact.htm

Overall Net Fiscal Impact Net Fiscal Impact by Agency



City



County



Highway District



School District

Break Even: 1 year

Kuna School District

Inspiring each student to become a lifelong learner and a contributing, responsible citizen.



August 15 ,2022

RE: Kuna Apartments

Dear Honorable Members of Planning and Zoning,

Kuna School District has reviewed the application of Kuna Apartments and provides the following comments for your consideration. Kuna School District has experienced approximately unprecedented growth and we know we share the vision that every child deserves to have room to learn in Kuna.

At this time, we cannot support the student growth anticipated from Kuna Apartments.

The proposed future land use map supports mixed use and we support more commercial expansion in this mixed use.

In order to reduce our reliance on bonds, and to promote reasonable growth within our district, we are open and willing to continually engage in voluntary partnership conversations with area developers.

Regards,

Robbie Reno & Danielle Horras

School District Planners

Cc: Board of Trustees

Superintendent Wendy Johnson

Kuna School District Webpage

RECEIVED

AUG 15 2022

CITY OF KUNA

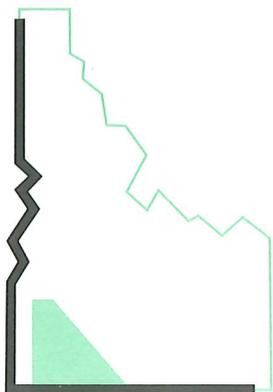
ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

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



August 9, 2022

Troy Behunin, Senior Planner
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 22-01-CPM, 22-03-ZC, 220-02-S/ Kuna Apartments Sub; S1324110095

To Whom It May Concern:

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

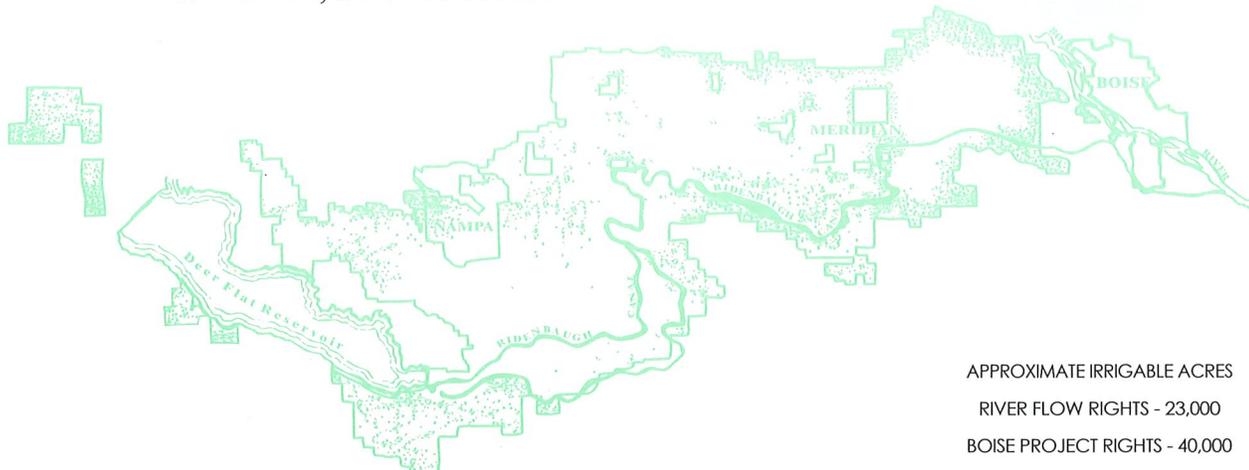
All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD/ eol

Cc:

Office/ file
T. Ritthaler, Board of Control



APPROXIMATE IRRIGABLE ACRES
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BOISE PROJECT RIGHTS - 40,000



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BILLING DATE:	ACCOUNT NO:
09/20/22	21880

LEGAL NOTICE

Case Nos. 22-01-CPM (Comprehensive Plan Amendment), 22-03-ZC (Rezone) and 22-02-S (Pre Plat) Kuna Apartments Subdivision.

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on Tuesday, October 11, 2022, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Kuna Apartments Subdivision. Mark Hampton, requests approval to Amend the Future Land Use Map (FLU) from Commercial to High Density Residential, and to Rezone approx. 8.93 acres from R-6, and C-1 TO R-20; and approx. 2.88 ac. from R-6 to C-1; and requests Preliminary Plat approval to subdivide the site into two buildable lots. The site is located in Section 24, Township 2 North, Range 1 West (Parcel number; S1324110095).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department

September 21, 2022
284550

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

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
284550	22-01-cpm, 22-03-zc,	09/21/22	09/21/22	1	\$55.14

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount:	\$0.00	Gross:	\$55.14
Surcharge:	\$0.00	Paid Amount:	\$0.00
Credits:	\$0.00		

Amount Due: \$55.14

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09/20/2022

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PO BOX 13
Kuna, ID 83634



ZIP 83634
041M11460992

*Proof of LEGAL MAILER NOTICE
TB. 9.20.22
DH 9/20/22*

Suggestions for Testifying at Public Hearings:

Be Informed...

Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Be on time...

Although the item you are interested in may not be first on the agenda, you never know when it will be heard; the governing body has authority to adjust the schedule according to its discretion, thus, anticipate attending from the beginning.

Speak to the Point...

The governing body appreciates pertinent, well organized, factual & concise comments. The Developer or their Representative is given 10 minutes to present their project; 3 minutes per individual is provided for public testimony; neighborhood groups are encouraged to select a community representative & the representative is provided 10 minutes (please inform staff). The Developer/Representative is given additional time for rebuttal.

If you do not wish to speak, write...

Written testimony received by close of business the Wednesday before the hearing will be included in the meeting packet; late submissions will be provided to the governing body at time of hearing. As a reminder, it is unreasonable to submit extensive written comments/info at the hearing and expect it to be reviewed prior to a decision.

LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **Planning & Zoning Commission** is scheduled to hold a Public Hearing on **Tuesday, October 11, 2022, at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

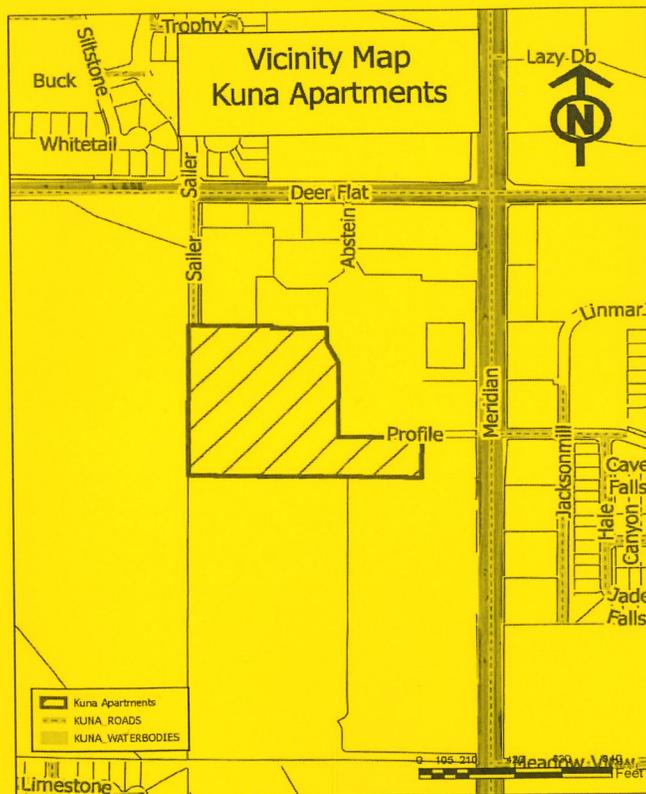
Case Nos. 22-01-CPM (Comprehensive Plan Amendment), 22-03-ZC (Rezone) and 22-02-S (Pre Plat) Kuna Apartments Subdivision.

Mark Hampton, requests approval to Amend the Future Land Use Map (FLU) from Commercial to High Density Residential, and to Rezone approx. 8.93 acres from R-6, and C-1 TO R-20; and approx. 2.88 ac. from R-6 to C-1; and requests Preliminary Plat approval to subdivide the site into two buildable lots. The site is located in Section 24, Township 2 North, Range 1 West (Parcel number; S1324110095).

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings of they do not wish to testify in person or will not be able to attend. Please contact the Kuna Planning & Zoning Department at (208) 922-5274.

Written testimony received by close of business on **October 5, 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 9.20.2022



Review the proposal, Staff Report, applicable Ordinance(s), Comprehensive Plan & Idaho Code §67-65. All items pertaining to the application can be found online the Friday prior to the hearing at www.kunacity.id.gov >City Government >Agendas & Minutes.

Planning & Zoning

US POSTAGE \$000 579 Page 227 of 284

PO BOX 13
Kuna, ID 83634



ZIP 83634
041M11460992

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.

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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.

SCHWENKFELDER JR & BONNIE P LP
5500 W OLD SCHOOL LN
MERIDIAN, ID 83646-0000

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.

BLACK OWEN H
1099 E DEER FLAT RD
KUNA, ID 83634-0000

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.

EXCHANGERIGHT NET LEASED
PORTFOLIO 16 DST
PO BOX 60308
PASADENA, CA 91116-0000

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.

CRMM LLC
8942 SPANISH RIDGE AVE
LAS VEGAS, NV 89145-0000

CITY OF KUNA PUBLIC HEARING NOTICE

KUNA PLANNING AND ZONING COMMISSION

**THE CITY OF KUNA will hold a public hearing on October 11, 2022
at the Kuna City Hall, at 6:00 pm.**

PURPOSE: Rezoning - 10.5 acres on N. Sailor Ave behind Ridley's to High
Density Residential and 1.3 acres along Profile Lane next to Great Clips
to C-1

LOCATION: Undeveloped Land situated South of Bi-Mart on Sailor Ave
and West of Ridley's on Profile Lane.

APPLICATION BY: CJM LLLP

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APPLICATION BY: CJM LLP

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Density Residential and 1.3 acres along Profile Lane next to Great Clips
to C-1

LOCATION: Undeveloped Land situated South of Bi-Mart on Sailor Ave
and West of Ridley's on Profile Lane.

APPLICATION BY: CIM LLLP

CITY OF KUNA PUBLIC HEARING NOTICE

KUNA PLANNING AND ZONING COMMISSION

THE CITY OF KUNA will hold a public hearing on October 11, 2022
at the Kuna City Hall, at 3:00 pm.

PROPOSAL: Rezoning - 16.3 acres on N. Sailer Drive (adjacent to Miller's to High Density Residential) and 1.2 acres along Profile Lane (adjacent to Great Clips) to D-1

LOCATION: Undeveloped land situated South of 24th Street on Sailer Ave and West of Sailer's on Profile Lane.

APPLICATION BY: CWR LLP

CITY OF KUNA PUBLIC HEARING NOTICE

KUNA PLANNING AND ZONING COMMISSION

THE CITY OF KUNA will hold a public hearing on October 11, 2022 at the Kuna City Hall, at 6:00 pm.

PURPOSE: Rezoning - 10.5 acres on N. Sailor Ave behind Kidley's to High Density Residential and 1.3 acres along Profile Lane next to Great Clips to C-1

LOCATION: Undeveloped Land situated South of Bi-Mart on Sailor Ave and West of Kidley's on Profile Lane.

APPLICATION BY: CIM LLP

CITY OF KUNA PUBLIC HEARING NOTICE

KUNA PLANNING AND ZONING COMMISSION

THE CITY OF KUNA will hold a public hearing on October 11, 2022 at the Kuna City Hall, at 6:00 pm.

PURPOSE: Rezoning - 10.5 acres on N. Sailor Ave behind Ridley's to High Density Residential and 1.3 acres along Profile Lane next to Great Clips to C-1

LOCATION: Undeveloped Land situated South of Bi-Mart on Sailor Ave and West of Ridley's on Profile Lane.

APPLICATION BY: CIM LLP

CITY OF KUNA
PO Box 13 - Kuna, ID 83634
Phone: 208.922.5274 - Fax: 208.922.5989

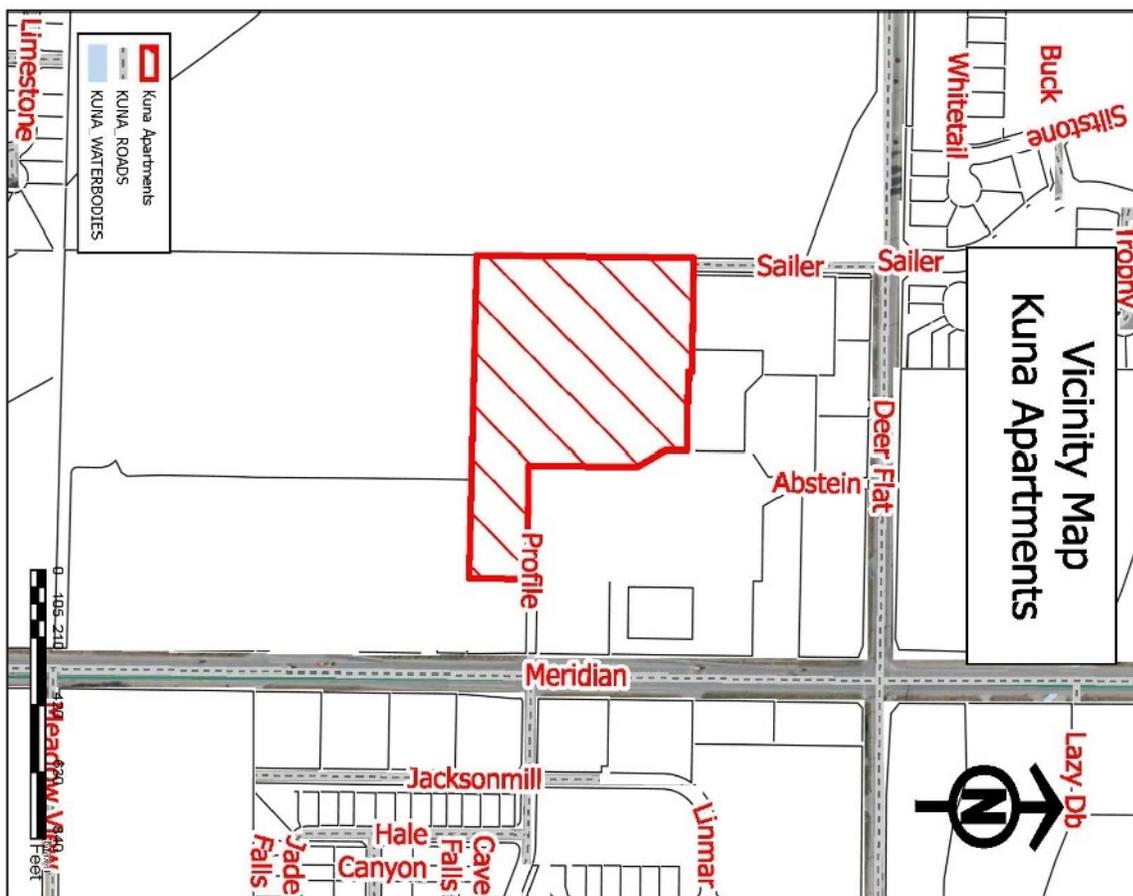
Case Nos. 22-01-CPM (Comprehensive Plan Amendment), 22-03-ZC (Rezone) and 22-02-S (Pre Plat) Kuna Apartments Subdivision.

NOTICE IS HEREBY GIVEN the Planning & Zoning Commission is scheduled to hold a public hearing on **Tuesday, October 11, 2022, at 6:00 PM**, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Kuna Apartments Subdivision. Mark Hampton, requests approval to Amend the Future Land Use Map (FLU) from Commercial to High Density Residential, and to Rezone approx. 8.93 acres from R-6, and C-1 TO R-20; and approx. 2.88 ac. from R-6 to C-1; and requests Preliminary Plat approval to subdivide the site into two buildable lots. The site is located in Section 24, Township 2 North, Range 1 West (Parcel number; S1324110095).

Please do not contact the Commission or Council including the Mayor as this may jeopardize the public hearing process as it is considered ex parte. If you require special accommodations, please contact Kuna Planning & Zoning Department prior to the meeting at (208) 922-5274.

The public is invited to provide written or oral testimony; the City of Kuna is providing alternative ways for the community to submit comments at Public Hearings if they do not wish to testify in person at the hearing, please contact the Kuna Planning & Zoning Department at (208) 922-5274 for more information.

Kuna Planning & Zoning Department



2.11	Legal Description C-1			X
2.12	Legal Description R-20			X
2.13	Preliminary Plat			X
2.14	Landscape Plan			X
2.15	Site Utility & Drainage			X
2.16	Commitment to Property Posting			X
2.17	CC&R's			X
2.18	Landscape Plan			X
2.19	Letter Requesting Agency Comments			X
2.20	City Engineer Memo			X
2.21	ACHD Letter			X
2.22	BPBC Letter			X
2.23	Central Dist. Health Dept. Letter			X
2.24	COMPASS Letter			X
2.25	KSD Letter			X
2.26	Nampa Meridian Irr. Dist. Letter			X
2.27	KMN Proof of Publish			X
2.28	300 Legal Mailer Proof of Mailer			X
2.29	Proof of Site Posting			X
2.30	Website Publish			X

1.2 Hearings

1.2.1 The Planning and Zoning Commission heard this application October 11, 2022, at their regularly scheduled meeting. The FCO's have been requested to go to the Planning and Zoning Commission on October 25, 2022. A Neighborhood Meeting was held May 5, 2022, zero (0) residents attended. A legal notice was published in the Kuna Melba Newspaper on September 21, 2022. The Applicant posted a sign on the property September 28, 2022. Neighborhood Notices were mailed to land owners within 300-FT of the proposed project site on September 20, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Commissions' October 11, 2022, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Planner III

1.3.1.2 Appearing for the Applicant:
Mark Hampton, 11716 S 700 E, Draper, UT 84020 - Testified

1.3.1.3 Appearing in Favor:
None

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing in Opposition:
Danielle Horras, KSD No. 3, at 711 E Porter Rd., Kuna, ID, 83634 – Testified

II DECISION

WHEREUPON THE PLANNING AND ZONING COMMISSION being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING RECCOMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 11, 2022, hearing for the Kuna Apartments Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	September 31, 20222

3.1.2.2 Notice for the October 11, 2022, hearing containing the description of the proposed applications, was mailed on September 20, 2022, to all known and affected property owners within 300 feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 11, 2022, hearing was posted on signs in accordance with Kuna City Code (KCC) 5-1A-8, on September 28, 2022. A Proof of Property Posting was provided to staff on October 3, 2022.

3.1.2.4 Notice for the October 11, 2022, hearing was posted on the City Website.

3.2 Findings Regarding Comprehensive Plan Map Amendment, Rezone, Preliminary Plat, and Design Review:

- 3.2.1** The land proposed for Comprehensive Plan Map Amendment, Rezone, Subdivision, and Design Review is on one parcel *approximately* (approx.) 11.81 acres. The parcel information is listed below:

APN	Owner	Size	Zone
S1324110095	CJM, LLLP	11.81 ac.	R-6 (Medium Density Residential) C-1 (Neighborhood Commercial)

- 3.2.2** The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	C-1	Neighborhood Commercial - Kuna City
South	R-6	Medium Density Residential - Kuna City
East	C-1	Neighborhood Commercial - Kuna City
West	RUT	Rural Urban Transition – Ada County

- 3.2.3** The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6. Exhibit 2.20-Public Works The applicant has approximately 186 prepaid EDU's for this property. The total projected EDU's is approximately 193. The City can service up to 186 EDU's. Additional EDU's may become available when the 18" Danskinn force main is complete.
- 3.2.4** Applicant held a Neighborhood Meeting May 5, 2022; Zero residents attended. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on September 20, 2022, and a legal notice was published in the Kuna Melba Newspaper on September 21, 2022. The Applicant posted a sign on the property on September 28, 2022.
- 3.2.5** The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups in Kuna, as well as the installation of pathways and open space. The existing zone district is C-1, and the Comp Plan Map designates the property as Commercial.
- 3.2.6** Review by Staff of the proposed Comprehensive Plan Amendment, Rezone, Preliminary Plat and Design Review confirms all applicable technical requirements listed in KCC were provided.
- 3.2.7** According to Exhibit 2.20 Rezoning this parcel from R-6 and C-1 to a R-20 will increase demand on a gravity sewer line downstream of this project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.
- 3.2.8** Correspondence from Kuna Public Works recommends the Applicant be required to conform to the Master Sewer Plan, Master Water Plan and Master Pressurized Irrigation Plan, therefore satisfying this requirement.

- 3.2.9 Throughout the development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.
- 3.2.10 Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.
- 3.2.11 A landscape plan was submitted and appears to conform to KCC as necessary.
- 3.2.12 Pursuant to Idaho Code 67-8003, the Owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more that twenty-eight (28) days after the final decision concerning the matter at issue. The City shall prepare a written taking analysis concerning the action if requested.

3.3 Testimony of the City Planner

- 3.3.1 **Conclusions:** The City Planner, in a staff report to the Planning and Zoning Commission dated October 11, 2022, confirmed a review of the application and records on file at the City of Kuna has been completed with the following conclusions:
 - 3.3.1.1 A Pre-Application Meeting was held between the Applicant and the City March 21, 2022. The Applicant held a Neighborhood Meeting with residents within 300-ft of the proposed project area on May 5 2022, there zero attendees. Neighborhood Meeting information, as well as mailed materials have been provided as a part of this application.
 - 3.3.1.2 Mark Hampton, the Applicant, requests approval to change the Future Land Use Map (FLUM), for part of the site from Neighborhood Commercial (C-1), to High Density Residential (R-20) and to rezone approximately (approx.) 8.93 acres from R-6 Medium Density Residential and C-1, to R-20. Applicant also request to subdivide the approx. 11.81 acres into 2 total lots (1 Residential, and 1 Commercial).
 - 3.3.1.3 The Gross Density of the project is proposed to be 18.25 Dwelling Units per Acre (DUA), and the Net Density is proposed to be 19.73 DUA. The Applicant proposes 3.45 acres, or 32.80% of the residential area of the project as open space.
 - 3.3.1.4 According to Exhibit 2.20, The applicant has approximately 186 prepaid equivalent dwelling units (EDU's) available for this property. The total projected EDU's is approximately 193. The City can service up to 186 EDU's. Additional EDU's may become available when the 18" Danskin force main is complete. Rezoning this parcel from R-6 and C-1 to a R-20 will increase demand on a gravity sewer line downstream of this project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.

- 3.3.1.5** Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the project as a whole. Staff highlights if this project is approved, it is the responsibility of the Developer to ensure any anticipated buildings fit buildable lot(s).
- 3.3.1.6** The installation of streetlights is a required public improvement listed under KCC 6-4-2. The Applicant shall be required to work with staff in order to comply with KCC and install street and parking lot lights a maximum spacing of 250-ft.; the final location of street lights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to “Dark Sky” standards and are required to be LED streetlights.
- 3.3.1.7** A Design Review application for common areas was included with this application. It is the responsibility of the Developer to ensure the landscape buffer widths follow KCC. Additionally, staff notes if this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any meter pits, pressurized irrigation valves, or ACHD underground facilities. In the event that locations of landscaping elements are within the locations listed above, those trees must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a landscape compliance inspection. Any elements that must be moved to another spot, may not simply be removed.
- 3.3.1.8** The Developer/Owner, Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the Final Plat.
- 3.3.1.9** The Applicant is required to return for Building, Landscape, Parking Lot and Street Light Design Review if this request is approved.
- 3.3.2** **Conditions of Approval:** Planning & Zoning Commission approves Case No. 22-28-DR, and recommends Approval to City Council for Case Nos. 22-01-CPM, 22-02-ZC, and 22-02-S, with the Applicant subject to the following Conditions of Approval:
- 3.3.2.1** The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
- 3.3.2.1.1** The City Engineer shall approve all sewer connections.
- 3.3.2.1.2** The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.
- 3.3.2.1.3** Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.

- 3.3.2.1.4** The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
- 3.3.2.1.5** The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
- 3.3.2.1.6** Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).
- 3.3.2.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 3.3.2.2** Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2.
- 3.3.2.3** Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required..
- 3.3.2.4** Connection to City Services (Sewer and Domestic Water) is required; the Applicant shall conform to all corresponding City of Kuna Master Plans.
- 3.3.2.5** The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating that the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
- 3.3.2.6** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and may be eligible to receive, pursuant to KCC § 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
- 3.3.2.7** Landscape buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.
- 3.3.2.8** Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

- 3.3.2.9** It is the responsibility of the Developer or their engineer to coordinate *and* design for the stricter requirement between agencies and the City of Kuna standards for the entire development.
- 3.3.2.10** Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code. Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
- 3.3.2.11** Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
- 3.3.2.12** All required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
- 3.3.2.13** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles
- 3.3.2.14** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10
- 3.3.2.15** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.
- 3.3.2.16** Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.
- 3.3.2.17** The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
- 3.3.2.18** Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- 3.3.2.19** Applicant shall work with the City Engineer for proper easement widths for the project as a whole.
- 3.3.2.20** Developer shall ensure any anticipated residential buildings fit any given buildable lot.
- 3.3.2.21** Developer/Owner/Applicant/Contractors are hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

- 3.3.2.22 Developer/Owner/Applicant is hereby notified of Kuna’s weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- 3.3.2.23 Develop/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the Final Plat.
- 3.3.2.24 The Landscape Plan (dated 7.15.22) and Preliminary Plat (dated 8.8.22) will be considered binding site plans as amended *and/or* approved.
- 3.3.2.25 Downstream and upstream water users’ rights shall not be impeded. Developers/Owners/Applicants, are all responsible to maintain and honor all historic flows, rights, and access.
- 3.3.2.26 Developer/Owner/Applicant shall follow staff, the City Engineer’s, and other agency recommended requirements as applicable.
- 3.3.2.27 Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

3.4 Other Testimony

- 3.4.1 10/11/2022 Public Hearing – Mark Hampton, 11716 S 700 E, Draper, UT 84020, stated he believes this mixed-use proposal is the highest and best use for this site, and the right fit for the area. Mark stated the number of parking lots, open space for residents and listed the pool, pool house and other amenities. He stated he agrees with installing the 1,800 feet of sewer lines stated by the Engineer, and with the Economic Development Department Letter read into the record. He testified this will be a great fit for the area and future users to the west.
- 3.4.2 10/11/2022 Public – Kuna School Dist. No. 3, 711 E Porter Rd., Kuna, ID, 83634, Danielle testified of the urgency and conveyed caution in her message. Kuna has grown a lot, and the School District has not. Danielle stated the School District is busting at the seams in school, and that schools need to be factored in while adding new subdivisions.

IV

CONCLUSIONS OF LAW

RE: POWERS AND DUTIES OF THE PLANNING AND ZONING COMMISSION

- 4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2 The power of the City of Kuna lies in the Planning and Zoning Commission to hear this matter as provided in Idaho Code §50-13, §67-65, and Kuna City Code 1-14-3.

V

CONCLUSIONS OF LAW

RE: APPLICATION FOR COMPREHENSIVE PLAN MAP AMENDMENT

- 5.1** The City of Kuna has authority to approve Comprehensive Plan Map Amendments within its boundaries pursuant to I.C. §50-13 & §67-65.
- 5.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Comprehensive Plan Map Amendments are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

VI

CONCLUSIONS OF LAW

RE: APPLICATION FOR REZONE

- 6.1** The City of Kuna has authority to Rezone lands within its boundaries pursuant to I.C. §67-6511.
- 6.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Rezones are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 6.3** The Rezone, proposed by the Rezone Application in Case No. 22-02-ZC, would comply with the Comprehensive Plan.

VII

CONCLUSIONS OF LAW

RE: APPLICATION FOR PRELIMINARY PLAT

- 7.1** The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65
- 7.2** In Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and the City Council as the decision-making body.
- 7.3** Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VIII

CONCLUSIONS OF LAW

RE: APPLICATION FOR DESIGN REVIEW

- 8.1** The Kuna Planning and Zoning Commission has the decision-making authority over all Legislative Design Review applications as provided in Kuna City Code 1-14-3.
- 8.2** Kuna City Code 5-4-2 provides that:
- “This chapter applies to all proposed development located within the Design Review Overlay District which shall include the entire City Limits, and any land annexed into the city after the date

of adoption hereof. Such development includes, but is not limited to, new commercial, industrial, institutional, office, multi-family residential projects, common areas, subdivision signage, proposed conversions, proposed changes in land use and/or building use, or exterior remodeling, exterior restoration, and enlargement or expansion of existing buildings, signs or sites, and requires the submittal of a Design Review application pursuant to this Chapter and fee as prescribed from time to time by the City Council.”

IX
ORDER OF RECOMMENDED APPROVAL OF APPLICATIONS FOR
COMPREHENSIVE PLAN MAP AMENDMENT, REZONE AND
PRELIMINARY PLAT

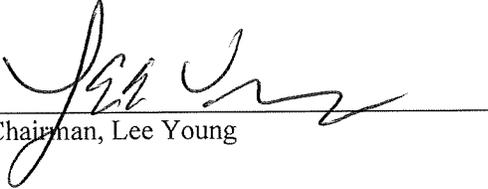
The Kuna Planning and Zoning Commission, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

- 9.1** That the Comprehensive Plan Map Amendment Application (Case No. 22-01-CPM) is recommended *Approval*.
- 9.2** That the Rezone Application (Case No. 22-02-ZC) is recommended *Approval*.
- 9.3** That the Preliminary Plat Application (Case No. 22-02-S) is recommended *Approval*.

X
ORDER OF APPROVAL OF APPLICATION FOR
DESIGN REVIEW

- 10.1** That the Design Review Application (22-28-DR) is hereby Approved.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 25th day of October, 2022.



 Chairman, Lee Young



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 4th Street, Kuna, Idaho 83634

Planning & Zoning Commission Meeting
MINUTES

Tuesday October 11, 2022

6:00 PM REGULAR MEETING

For questions, please call the Kuna Planning and Zoning Department at (208) 922-5274.

I. CALL TO ORDER & ROLL CALL:

(Timestamp 00:00:15)

COMMISSION MEMBERS PRESENT:

- Chairman Lee Young
- Vice Chairman Dana Hennis
- Commissioner Tyson Garten – Absent
- Commissioner Ginny Greger
- Commissioner Jim Main – Absent

CITY STAFF PRESENT:

- Andrea Nielsen, City Attorney
- Morgan Treasure, Economic Development Director
- Troy Behunin, Planner III
- Jessica Reid, Planner II

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

(Timestamp 00:00:45)

1. Regular Planning and Zoning Commission Meeting Minutes Dated September 27, 2022
2. Findings of Fact & Conclusions of Law
 - A. Comprehensive Plan Map Amendment
 - B. Case No. 22-03-ZC (Rezone) 3003 N Ten Mile Road (Bodahl)
 - C. Case Nos. 22-07-S (Preliminary Plat) & 22-16-DR (Design Review) for Newberry Place Subdivision

(Timestamp 00:00:48)

Motion To: Approve the Consent Agenda.

Motion By: Vice Chairman Hennis

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 00:01:03)

- A. Case Nos. 22-02-CPF (Combo Plat), 22-05-ZC (Rezone), 22-06-SUP (Special Use Permit) & 22-27-DR (Design Review) for Recreation Subdivision & Robinson Ranch RV Storage –
 Jessica Reid, Planner II

(Timestamp 00:01:44)

Planner II Jessica Reid informed the Commission the Applicants were working with their architect to address Ada County Highway District right-of-way; once resolved, the case would be re-noticed via the Kuna Melba News, subject site, city website and 300-ft property owners mailer.

(Timestamp 00:02:11)

Motion To: Table Case Nos. 22-02-CPF (Combo Plat), 22-05-ZC (Rezone), 22-06-SUP (Special Use Permit) & 22-27-DR (Design Review) for Recreation Subdivision & Robinson Ranch RV Storage, to a date uncertain.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 00:02:48)

Planner II Jessica Reid asked the Chairman for a brief break so she could address a technical issue; the meeting then proceeded.

(Timestamp 00:03:04)

B. Case Nos. 21-03-AN (Annexation), 21-02-S (Preliminary Plat) & 21-10-DR (Design Review) for Sadie Creek South Subdivision – Jessica Reid, Planner II

(Timestamp 00:03:38)

Planner II Jessica Reid informed the Commission that the Applicant had requested the item be tabled so they may coordinate a solution with the Public Works Department for water and sewer services.

(Timestamp 00:03:56)

Motion To: Table Case Nos. 21-03-AN (Annexation), 21-02-S (Preliminary Plat) & 21-10-DR (Design Review) for Sadie Creek South Subdivision, to a date certain of January 10, 2023.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 00:04:22)

C. Case No. 22-09-SUP (Special Use Permit) Hawk Substation – Doug Hanson, Director

(Timestamp 00:04:38)

Planner II Jessica Reid, standing in for Director Doug Hanson, presented an overview of the project then stood for questions.

(Timestamp 00:05:55)

Jeff Maffuccio of Idaho Power presented an information slideshow (Pages 90 – 103 of meeting packet) regarding the project, then stood for questions.

(Timestamp 00:17:36)

Chairman Young opened the Public Hearing and stated there were no individuals signed in to testify on the project; he then offered another chance for attendees to sign in to provide testimony.

Support:

None

Neutral:

None

Against:

Shawna Moyer, 12160 W Dynamite Lane, Kuna, ID 83634

Todd Moyer, 12160 W Dynamite Lane, Kuna, ID 83634

(Timestamp 00:18:00)

Chairman Young closed the Public Hearing and the Commission proceeded into deliberation.

(Timestamp 00:19:30)

Motion To: Approve Case No. 22-09-SUP (Special Use Permit) for Hawk Substation, with the Conditions as outlined in staffs report.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 00:19:58)

D. Case No. 22-11- SUP (Special Use Permit) Cole Substation – Doug Hanson, Director

(Timestamp 00:20:10)

Planner II Jessica Reid standing in for Director Doug Hanson, presented a brief overview of the proposed project, then stood for questions.

(Timestamp 00:21:26)

Jeff Maffuccio of Idaho Power presented a PowerPoint presentation (Pages 152 – 162 of meeting packet) with details on the project; he then stood for questions.

(Timestamp 00:26:25)

Chairman Young opened the Public Hearing. As there were none signed in to testify, he gave attendees an additional opportunity to do so; no attendees came forward.

Support:

None

Neutral:

None

Against:

None

(Timestamp 00:26:47)

Chairman Young closed the Public Hearing and the Commission proceeded into deliberation.

(Timestamp 00:27:49)

Planner II Jessica Reid identified an attendee who raised their hand and asked if they wished to testify; they confirmed they did; Ms. Reid deferred to City Attorney Andrea Nielsen for procedure.

(Timestamp 00:28:08)

Chairman Young re-opened the Public Hearing and had the individual sign in.

Support:

None

Neutral:

Heidi Peterson, 1142 E Whitetail Court, Kuna, ID 83634 – Testify

Against:

None

(Timestamp 00:28:55)

Heidi Peterson asked Mr. Maffuccio if it was possible for more solar options to be included or investigated.

(Timestamp 00:29:20)

Chairman Young was not confident that solar would provide the amount of power required but deferred to Mr. Maffuccio.

(Timestamp 00:29:49)

Mr. Maffuccio provided a brief explanation that solar is factored into this project, just not necessarily on site; it came from the overall power grid which included various sources of clean energy. Mr. Maffuccio also offered to discuss Idaho Power’s overall solar use and requested Mrs. Petersen’s contact information to do so.

(Timestamp 00:31:31)

Chairman Young officially closed the Public Hearing and the Commission proceeded back into deliberation.

(Timestamp 00:31:45)

The Commissioners expressed no concerns and Chairman Young asked for a Motion.

(Timestamp 00:32:37)

Motion To: Approve Case No. 22-11-SUP (Special Use Permit) for Cole Substation, with the Conditions as outlined in staffs report.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 00:33:16)

E. Case Nos. 22-06-S (Preliminary Plat) & 22-26-DR (Design Review) for Beltzarock Subdivision – Troy Behunin, Planner III

(Timestamp 00:33:35)

Planner III Troy Behunin provided an overview of the project. Mr. Behunin also pointed out City Engineer comments (Page 251 of meeting packet) that if approved, sewer connections for Phase 1 of the application, would be contingent upon completion of the city's Ten Mile Force Main project. Mr. Behunin then stood for questions.

(Timestamp 00:35:28)

Commissioner Greger asked Mr. Behunin a clarifying question about the proposed Private Street within the project. Mr. Behunin believed the Commissioners question would be answered during the Applicants presentation, but offered to provide additional information if necessary. Commissioner Greger then asked if there was an estimate on when the Ten Mile Force Main project would be complete; Mr. Behunin stated construction is scheduled to begin late February or early March of 2023, and should be complete within 45 – 60 days.

(Timestamp 00:36:58)

Applicant TJ Angstman began by immediately addressing Commissioner Greger's question regarding Private Streets> Mr. Angstman then commented that the pathway along the canal would be built on the property south of the canal. He also explained that they were projecting the Commercial aspect of the project would encompass a storage facility, office users, restaurants and a potential filling station on the corner (of N Meridian Road and E Ardell Road), if there was demand. Mr. Angstman explained the estimated timeline to construction would be May 2023 at the earliest and the Ten Mile Force Main project would be complete by that time. He then stood for questions.

(Timestamp 00:42:46)

Chairman Young asked if the proposed storage facility would be single level; Mr. Angstman confirmed that was correct.

(Timestamp 00:43:09)

Vice Chairman Hennis asked of future townhomes would be single or two-story; Mr. Angstman said many would be two-story, then expounded on the differing grades between the project and the neighboring subdivision.

(Timestamp 00:44:10)

Chairman Young opened the Public Hearing.

Support:

David Gronbeck (Applicant), 1400 E Kokanee Lane, Kuna, ID 83634

Laurie Nowland, 2233 N Mavern Ave, Kuna, ID 83634

Mike Nowland, 2233 N Mavern Ave, Kuna, ID 83634

Neutral:

Glenn Stracner, 876 E Whitetail Street, Kuna, ID 83634 – Testify
 Thomas Rivera, 1212 W Wheat Street, Kuna, ID 83634
 Heidi Peterson, 1142 E Whitetail Court, Kuna, ID 83634
 Jack Culver, 2088 N Thorndale Ave, Kuna, ID 83634
 Lynn Mckeen, 1230 E Fort Erie Street, Kuna, ID 8634 – Testify
 Cheryl Correa, 1230 E Fort Erie Street, Kuna, ID 83634
 Lauren Veal, 1329 E Timber Trail Drive, Kuna, ID 83634 – Testify
 Toby Robson, 1795 N Firebrick Drive, Kuna, ID 83634 – Testify

Against:

Susan Peterson, 1320 E Sweet Pearl Street, Kuna, ID 83634
 Lewis Veal, 1329 E Timber Trail Drive, Kuna, ID 83634 – Testify

(Timestamp 00:45:00)

Lynn Mckeen asked a few questions regarding streets connecting to the Sterling Ranch subdivision and stated she was not sure why connecting was required; she also expressed safety concerns for neighborhood kids. Chairman Young asked Mrs. Mckeen if the streets she was asking about had signage indicating the road would be extended in the future; it was confirmed that was correct. Mrs. Mckeen further expounded she was concerned with traffic moving too quickly through the subdivision.

(Timestamp 00:47:15)

Chairman Young explained why there is interconnectivity between developments and that it was required; Vice Chairman supported this comment. Chairman Young then called the next individual to testify.

(Timestamp 00:48:20)

Glenn Stracner testified that he understood there would be development but he wanted to make sure that new developments were done in a way which did not cause negative effects on the existing development. Mr. Stracner also testified to his concern there was not enough play space within the residential portion of the project; he expressed concerns that children from this development would come into Sterling Ranch & use the spaces which their HOA paid to maintain. He also expressed concerns with turn lanes and how it could affect traffic in and out, as well as traffic for the general region.

(Timestamp 00:54:55)

Chairman Young then confirmed that all individuals wishing to testify had the opportunity to sign in; there were a few.

(Timestamp 00:53:29)

Susan Peterson testified to her concerns with what appeared to be a lack of play area for children within the proposed development and they would end up using the amenities within Sterlin Ranch without being invited; the HOA was already struggling with kids jumping the fence at the pool.

(Timestamp 00:55:48)

Toby Robson testified that he was unclear if the residential units would be single family homes and asked the Applicant if he could clarify that, as well as a little more explanation of the overall project, during his rebuttal. Mr. Robson also expressed his concerns with those who were not

residents of Sterling Ranch using the pool as he had previous experience when serving on the HOA Board for Crimson Point Subdivision.

(Timestamp 00:57:25)

Lewis Veal asked questions specific to the proposed storage facility as his property backed up to it; he expressed concerns with lighting, if there would be a sound barrier wall, and if there would be 24-hour access.

(Timestamp 00:58:37)

Chairman Young double checked all present who wished to testify had done so; seeing none, invited Mr. Angstman to provide his rebuttal.

(Timestamp 00:58:49)

Mr. Angstman began by addressing the connections to Sterling Ranch and explained the Developer had in fact attempted to negotiate a reduction in the number of connections with Ada County Highway District (ACHD), however, were unable to sway them. He then explained the proposed project did meet open space requirements for the residential portion as each townhome would have its own backyard; he also spoke to the concerns with kids crossing over to the amenities within Sterling Ranch and suggested additional policing if other mitigations have not worked previously. Mr. Angstman commented the residential aspect of their development would have an HOA and suggested the two HOA's work together to brainstorm some solutions. Mr. Angstman explained that once the development was complete, left turn lanes would not be allowed per ACHD. Mr. Angstman continued by explaining the layout of the project; sets of 2 – 4 attached townhomes, green areas besides the townhome backyards, location of proposed storage units, and Commercial area. He did not believe the storage units were intended to be 24-hour, they were a low intensity use so not as much noise, units would be single story, and lighting would be dark sky compliant so light would not flood onto neighboring properties.

(Timestamp 01:07:44)

Commissioner Greger asked if there would be enough space in the northern end of the residential portion; Mr. Angstman offered to install a tot lot into the area.

(Timestamp 01:08:42)

Vice Chairman Hennis asked about a specific lot as it did not appear to be identified; Mr. Angstman answered that it was a common lot and would be a grass area.

(Timestamp 01:09:36)

Chairman Young asked if the other common lots would have grass as well; Mr. Angstman confirmed that was correct. Chairman Young also asked Mr. Angstman to confirm if the townhomes were intended to be single family; Mr. Angstman explained the townhomes, though attached, would each have their own parcel and were intended to be for sale single family units.

(Timestamp 01:10:20)

Chairman Young began to move forward and an individual asked if they could then testify. City Attorney Andrea Nielsen explained that the Chairman had gone above and beyond by offering two chances to sign in to testify and the individual did not come forward at that time; she also reminded the individual there would be additional opportunity to testify when the Case went before City Council.

(Timestamp 01:10:53)

Chairman Young officially closed the Public Hearing and the Commission proceeded into deliberation.

(Timestamp 01:11:10)

Vice Chairman Hennis commented the project fit the Mixed-Use designation and the overall plan provided a good transition from Commercial to the neighboring subdivision; his main concern was having amenities for potential children within the residential portion. Vice Chairman stated that having a tot lot installed would assist in keeping children where they should be and limit crossover into the neighboring subdivision.

(Timestamp 01:12:44)

Chairman Young also believed the overall project met the intent for a Mixed-Use development and offered good transition; he pointed out he liked the residential portion did not take full advantage of the R-20 (High Density Residential) designation that they could have, and chose to greatly reduce the residential portion to townhomes. He also pointed out the height difference between the neighboring subdivisions and felt that would also offer some mitigation to the proposed two-story townhomes. Chairman Young also agreed a tot lot would be an appropriate addition.

(Timestamp 01:14:23)

Commissioner Greger expressed her appreciation to the Developer for being willing to add a tot lot. She went on to explain she understood the concerns of the neighboring subdivision. Commissioner Greger also stated she appreciated the Private Street and each townhome having their own driveway so people were not having to drive through parking lots to get where they needed to go.

(Timestamp 01:15:23)

Motion To: Recommend Approval to City Council for Case No. 22-06-S (Preliminary Plat) for Beltzarock Subdivision, with the Conditions as outlined in staff's report and the additional Condition that a tot lot be installed on the north in the residential portion, and the Landscape Plan be updated to reflect the common lots which would have grass.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 01:16:12)

Motion To: Approved Case No. 22-26-DR (Design Review) for Beltzarock Subdivision, with the Conditions as outlined in staff's report and the additional Condition that a tot lot be installed on the north in the residential portion, and the Landscape Plan be updated to reflect the common lots which would have grass.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 01:17:14)

Chairman Young provided attendees time to vacate if they wished to do so, before moving on the next Case.

(Timestamp 01:17:45)

F. Case Nos. 22-01-CPM (Comprehensive Plan Map Amendment), 22-03-ZC (Rezone), 22-02-S (Preliminary Plat) & 22-28-DR (Design Review) for Kuna Apartments – Troy Behunin, Planner III

(Timestamp 01:18:10)

Planner III Troy Behunin provided an overview of the proposed project, pointing out Exhibit 2.20 (Page 396 – 399 of meeting packet) in which it indicated the Applicant was already in possession of 186 EDUs (sewer connections), with the project requiring 193; he then stood for questions.

(Timestamp 01:20:12)

Chairman Young asked how the additional connections would be serviced as they depended on completion of the Ten Mile Force Main project. Mr. Behunin explained the project was only short 7 EDUs however, it did not appear a significant concern per the City Engineers Memo.

(Timestamp 01:21:45)

Chairman Young stated there was a late Exhibit to be included and asked for it to be read into the record.

(Timestamp 01:21:55)

Economic Development Director Morgan Treasure explained she had been out of town for work and due to technical issues, the Memo was not received in time to be included in the meeting packet. Ms. Treasure then notified attendees that she had copies of said Memo if they would like one; Memo's were passed out and Ms. Treasure read it into the record (Memo attached to these Meeting Minutes). Ms. Treasure explained that trends had shifted from large, high square footage retail centers to a Mixed-Use model that integrated shopping, services and residences in a single location. She further explained Kuna was in need of workforce housing as the current market reflected a 1.6% vacancy rate where 5 – 6 % was considered healthy. Ms. Treasure stated the Economic Development Department sought to preserve as much Commercially zoned property as possible, but explained the size and location of the proposed project was appropriate and was more compatible with current market demands; she then stood for questions.

(Timestamp 01:24:05)

Applicant Representative Mark Hampton provided reasons behind their request and general information regarding the project. He also addressed City Engineer comments that up 1,800-ft of sewer line would require upgrade; Mr. Hampton said they were willing to make the upgrades and had already acquired a bid. He said they were in agreement with the staff report and Conditions of Approval; Mr. Hampton also explained their struggle in finding Commercial users, then stood for questions.

(Timestamp 01:27:19)

There were no individuals signed in to testify so the Chairman provided an additional option to do so; two came forward. Chairman Young opened the Public Hearing.

Support:

None

Neutral:

Heidi Peterson, 1142 E Whitetail Court, Kuna, ID 83634 – *Marked to Testify but was not present when it came time to do so.*

Danielle Horras, Kuna Joint School District No. 3, 711 E Porter Street, Kuna, ID 83634 – Testify

Against:

None

(Timestamp 01:27:55)

Danielle Horras, Kuna Joint School District No. 3 Director of Strategic Partnerships, encouraged urgency and caution regarding schools at or over capacity. She explained she understood and appreciated the need for this type of housing but testified to the Districts estimated 2% growth rate was not enough. She was concerned as this type of development usually brought in a large number of children.

(Timestamp 01:29:54)

Mr. Hampton provided rebuttal by commenting they understood this would definitely bring in a high number of children, however as the children were centralized, it tended to be easier when it came to transportation for schools.

(Timestamp 01:30:38)

Chairman Young closed the Public Hearing and the Commission proceeded into deliberation.

(Timestamp 01:30:46)

Vice Chairman Hennis commented on the School Districts letter (Exhibit 2.25 or page 418 of meeting packet) in which it is stated they cannot support the development. He commented that though it may be good for transportation, it was still more kids entering crowded classrooms; he was unsure how much more crowded specific schools would be as that information was not provided within the letter. Vice Chairman agreed the housing type was needed, then asked what the intent was for the remaining Commercial parcel. Mr. Hampton answered it would be developed in the future; their request to amend the map and Rezone was to better organize the previously platted area.

(Timestamp 01:33:20)

Chairman Young felt there were adequate amenities for residents with the open space, pool and clubhouse. He believed the proposed location was very appropriate and held no concerns with the proposed layout.

(Timestamp 01:34:30)

Commission Greger commented the last ‘numbers’ she had heard from the School District was 0.6 children per single family home, but was unaware if the number was different for apartments. Ms. Horras commented from the audience apartments were considered 0.7 children per unit. Vice Chairman Hennis did the math which resulted in approximately 140 children. Commissioner Greger agreed the layout, parking, location and amenities were appropriate but her concern remained.

(Timestamp 01:35:43)

Vice Chairman clarified if the Design Review that was under consideration was just for landscaping and they would see a separate Design Review for the structures themselves; the Chairman confirmed they would.

(Timestamp 01:36:00)

Chairman Young stated that the schools have always been a concern and continue to be however, work force must be considered as well; Commercial development generates the need for employees and it is difficult for those employees to find housing. He explained it all required a balance.

(Timestamp 01:37:12)

Vice Chairman Hennis brought up past applications where larger developments had allotted property to the District for future schools and now the District was seeking financial assistance; he asked if that was something the Applicants would be willing to do and have a meeting with the District. Chairman Young did not believe that was something the Commission could require.

(Timestamp 01:37:40)

City Attorney Adrea Nielsen interjected as the discussion had entered distinctly legal ground. She explained the Idaho Legislature had provided additional ways for School Districts to gain additional funds (i.e., Bonds and Levy's) but IDIFA had explicitly excluded schools from receiving Impact Fees which are calculated into zoning, special use or building permits such as this. Ms. Nielsen summarized by reiterating the Idaho Legislature had provided ways for schools to acquire additional funds in certain ways but had not provided ways for cities such as Kuna, to use the permit system to raise monetary donations for schools; that was an impermissible and inadvisable use of the permits system and potentially something which could be raised on appeal.

(Timestamp 01:39:04)

Vice Chairman Hennis stated he had not realized that and that when the public thought Impact Fees being paid went towards schools, they were not. He commented that Levy's and Bonds are the only way these funds can be garnered and it did not appear that information was communicated to the public as much as it may need to be; Chairman Young agreed. As a result, Vice Chairman Hennis retracted his previous comments then continued that it was a prime location for the proposed development and would meet a current demand.

(Timestamp 01:40:21)

Motion To: Recommend Approval to City Council of Case Nos. 22-01-CPM (Comprehensive Plan Map Amendment), 22-03-ZC (Rezone) & 22-02-S (Preliminary Plat) for Kuna Apartments, with the Conditions as outlined in staffs report.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

(Timestamp 01:40:48)

Motion To: Approve Case No. 22-28-DR (Design Review) for Kuna Apartments, with the Conditions as outlined in staffs report.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

5. BUSINESS ITEMS:

(Timestamp 01:41:18)

- A. Case No. 22-33-DR (Design Review) for E Stagecoach Industrial Flexspace – Jessica Reid, Planner II

(Timestamp 01:41:40)

Planner II Jessica Reid provided an overview of the proposed project then stood for questions.

(Timestamp 01:44:10)

Brett Gulash, representing the Applicant, stated they were in agreement with staffs report and had no additional information to provide; he then stood for questions.

(Timestamp 01:44:50)

Commissioner Greger believed the proposed project would be a positive addition as well as remedy the current weed-filled lots. Chairman Young agreed and stated that it was an appropriate addition and design to the Industrial area. Vice Chairman Hennis echoed his fellow Commissioners comments.

(Timestamp 01:45:56)

Motion To: Approve Case No. 22-33-DR (Design Review) for E Stagecoach Industrial Flexspace, with the Conditions as outlined in staffs report.

Motion By: Vice Chairman Hennis

Motion Seconded: Commissioner Greger

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0

6. ADJOURNMENT:

(Timestamp 01:46:34)

Motion To: Adjourn.

Motion By: Commissioner Greger

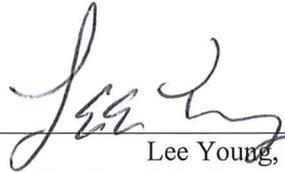
Motion Seconded: Vice Chairman Hennis

Further Discussion: None

Voting No: None

Absent: 2

Motion Passed: 3-2-0



Lee Young, Chairman
Kuna Planning & Zoning Commission

ATTEST:



Doug Hanson, Director
Kuna Planning & Zoning



CITY OF KUNA

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Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET

October 11, 2022 – Planning and Zoning Commission Public Hearing

Case Name: 22-09-SUP (Special Use Permit) Idaho Power Hawk Substation

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

IN FAVOR	NEUTRAL	IN OPPOSITION
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Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Incorrect case, see sign-in sheet for case No. 22-11-SUP

Heidi Peterson

Print Name

Print Address

City State, Zip

Testify Not Testify

Shawna Moyer

Print Name

12160 W Dynamite Lane

Print Address

Kuna ID 83634

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

Testify Not Testify

Todd Moyer

Print Name

12160 W Dynamite Ln

Print Address

Kuna ID 83634

City State, Zip

Testify Not Testify

Print Name

Print Address

City State, Zip

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SIGN-UP SHEET

October 11, 2022 – Planning and Zoning Commission Public Hearing

Case Name: 22-11-SUP (Special Use Permit) Idaho Power Cole Substation

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

IN FAVOR		NEUTRAL	IN OPPOSITION		
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input checked="" type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____		Heidi Peterson		_____	
Print Name		Print Name		Print Name	
_____		1142 E Whitetail Ct		_____	
Print Address		Print Address		Print Address	
_____		Kuna 83634		_____	
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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Print Address		Print Address		Print Address	
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City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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_____		_____		_____	
City	State, Zip	City	State, Zip	City	State, Zip



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SIGN-UP SHEET

October 11, 2022 – P & Z Commission, Public Hearing

Case Name: **Beltzarock Subdivision:**

1. Case Type: Preliminary Plat & Design Review Request

2. Case No's.: 22-06-S (Preliminary Plat), & 22-26-DR (Design Review)

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

IN FAVOR	NEUTRAL	IN OPPOSITION
<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>DAVID GRONBECK</u> Print Name <u>1400 E KOKOUILLE</u> Print Address <u>KUNA ID 83634</u> City State, Zip	<input checked="" type="checkbox"/> Testify <input type="checkbox"/> Not Testify <u>GLENN STRACNER</u> Print Name <u>876 E. WHITETAIL ST</u> Print Address <u>KUNA ID 83634</u> City State, Zip	<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify Print Name Print Address City State, Zip
<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>Laurie Nowland</u> Print Name <u>2233 N MALVERN AVE</u> Print Address <u>KUNA</u> City State, Zip	<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>Thomas Rivera</u> Print Name <u>1212 W Wheat St</u> Print Address <u>KUNA ID 83634</u> City State, Zip	<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>Susan Peterson</u> Print Name <u>1320 Sunset Way</u> Print Address <u>KUNA 83634</u> City State, Zip
<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>Mike Nowland</u> Print Name <u>2233 N MALVERN</u> Print Address <u>KUNA</u> City State, Zip	<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>Audi Peterson</u> Print Name <u>1142 E WHITE TAIL CT</u> Print Address <u>KUNA 83634</u> City State, Zip	<input checked="" type="checkbox"/> Testify <input type="checkbox"/> Not Testify <u>Jess Veal</u> Print Name <u>1324 E Timber Trail</u> Print Address <u>KUNA ID 83634</u> City State, Zip
<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify Print Name Print Address City State, Zip	<input type="checkbox"/> Testify <input checked="" type="checkbox"/> Not Testify <u>Jack Culver</u> Print Name <u>2080 Thorndale</u> Print Address <u>KUNA ID 83634</u> City State, Zip	<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify Print Name Print Address City State, Zip

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City State, Zip

Lynn Mckeon

1230 E Fort Erie
Kuna

Cheryl Correa

1230 E Fort Erie St.
Kuna ID 83634

Lauren B Lewis Veal

1329 E Timber Trail
Kuna ID 83634

Toby Robson

1795 N. Fireback
Kuna ID 83634



CITY OF KUNA
 751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
 Fax: (208) 922-5989 • www.Kunacity.Id.gov

SIGN-UP SHEET
October 11, 2022 – P & Z Commission, Public Hearing

Case Name: **Kuna Apartments Subdivision:**

- Case Type: Comp Plan Map Amendment, Rezone, Preliminary Plat & Design Review Request
- Case No's.: 22-01-CPMA (Comp Plan Map Amendment), 22-03-ZC (Rezone), 22-02-S (Preliminary Plat), & 22-28-DR (Design Review)

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____	_____	<i>Hadi R...</i>	_____	_____	_____
Print Name	_____	Print Name	_____	Print Name	_____
Print Address	_____	<i>142 E WHITE TAIL</i>	_____	Print Address	_____
City	State, Zip	<i>KUNA 83634</i>	_____	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input checked="" type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____	_____	<i>DAMELLA H...</i>	_____	_____	_____
Print Name	_____	Print Name	_____	Print Name	_____
Print Address	_____	<i>THE PAPER</i>	_____	Print Address	_____
City	State, Zip	<i>KUNA ID</i>	_____	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
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City	State, Zip	City	State, Zip	City	State, Zip



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

MEMO

Date: October 11, 2022
From: Morgan Treasure, Economic Development Director
To: Kuna Planning and Zoning Commission
RE: Kuna Apartments Re-zone

Planning and Zoning Commissioners,

Before you is a proposed change to the City of Kuna Comprehensive Plan Map, a Rezone and Preliminary Plat for the Kuna Apartments Subdivision.

This parcel sits off of State Highway 69, behind existing commercial development. Based on the surrounding retail users, the lack of visibility and the proximity to a traffic corridor that can handle larger demand, a high-density residential use would be appropriate in this area. Since the initial development of this land, the trend in retail development has shifted from large, high-square footage retail shopping centers to a mixed-use model that integrates shopping, services and residential in a single location. This rezone would bring the western side of Highway 69 more in-line with that model of development.

Area businesses are struggling to find employees and are looking to the City for solutions. Providing more workforce housing options, especially in our current market with a 1.6% percent vacancy rate (5-6% is considered healthy), could be part of the solution to keeping Kuna a great place to do business and growing our commercial and industrial base.

As a general rule, the Economic Development Department seeks to preserve as much commercially zoned property as possible, but in the case of this parcel, would agree with a FLUM amendment and Rezone. The size and location of the parcel make it an appropriate place for high-density residential and create an area on the western side of the highway that is more compatible with the current market demand for mixed-use residential/retail development.

Thank you for your consideration,

Morgan Treasure
 Economic Development Director
mtreasure@kunaid.gov
 208-559-5926



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:
11/18/22	21880

LEGAL NOTICE

Case Nos. 22-01-CPM (Comp. Plan Amendment), 22-03-ZC (Rezone) and 22-02-S (Pre Plat) Kuna Apartments.

NOTICE IS HEREBY GIVEN the City Council is scheduled to hold a public hearing on Tuesday, December 20, 2022, at 6:00 PM, (or as soon as can be heard); in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, in connection with Kuna Apartments. Mark Hampton, requests approval to amend the Future Land Use Map (FLUM) from Commercial TO High Density Residential, & to Rezone approx. 8.93 acres from R-6 & C-1 TO R-20; & approx. 2.88 ac. from R-6 to C-1; & requests Pre Plat approval to subdivide the site into two lots. The site is located in Section 24, Township 2 North, Range 1 West (APN; S1324110095).

Please do not contact the Council or the Mayor, as this may jeopardize the public hearing process. The public is invited to provide written or oral testimony. If you have questions or require special accommodations, please contact the P&Z Department prior to the meeting at (208) 922-5274.

Kuna Planning & Zoning Department

November 23, 2022
 306772

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

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
306772	PH 12/20/2022 - KUNA	11/23/22	11/23/22	1	\$44.78

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount
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Discount:	\$0.00	Gross:	\$44.78
Surcharge:	\$0.00	Paid Amount:	\$0.00
Credits:	\$0.00		

Amount Due: \$44.78

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 >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.



LEGAL NOTICE

Dear Property Owner: NOTICE IS HEREBY GIVEN the **City Council** is scheduled to hold a Public Hearing on **Tuesday, December 20, 2022, at 6:00 PM** (or as soon as can be heard), in City Hall Council Chambers, 751 W 4th Street, Kuna, ID, 83634, on the following case:

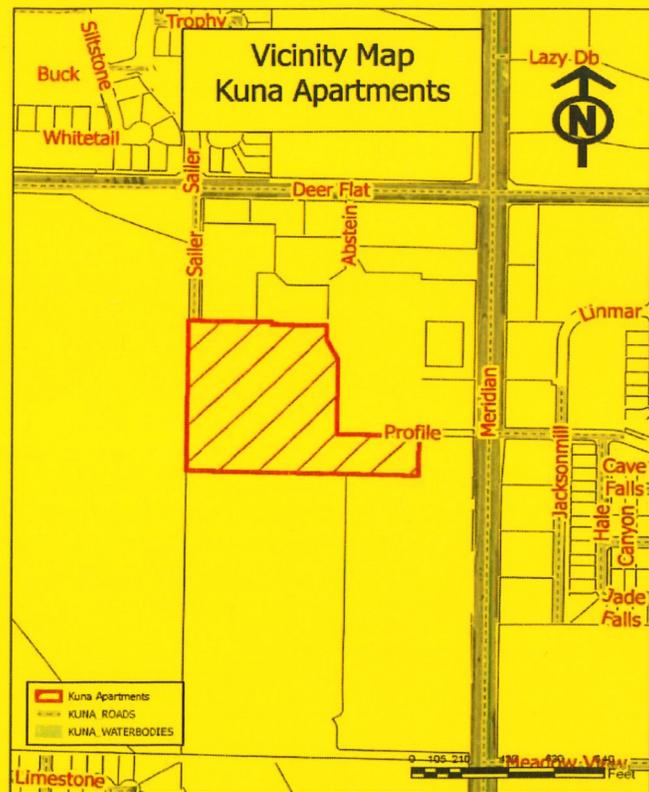
Case Nos. 22-01-CPM (Comprehensive Plan Amendment), 22-03-ZC (Rezoning) and 22-02-S (Pre-Plat) Kuna Apartments.

Mark Hampton, requests approval to amend the Future Land Use Map (FLUM) from Commercial to High Density Residential, & to Rezone approx. 8.93 acres from R-6 and C-1 TO R-20; & approx. 2.88 ac. from R-6 to C-1; & requests Pre-Plat approval to subdivide the site into two buildable lots. The site is located in Section 24, Township 2 North, Range 1 West (APN; S1324110095).

The public is invited to provide written or oral testimony. Please contact the Planning & Zoning at (208) 922-5274 for more information.

Written testimony received by close of business on **December 15, 2022**, will be included with the packet distributed to the governing body prior to the hearing.

MAILED 12.8.2022



NEOPOST

12/09/2022

US POSTAGE

\$000.57⁹

KUNA

Planning & Zoning

PO BOX 13
Kuna, ID 83634



ZIP 83634
041M11460992

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BFA INVESTMENTS LLC
250 S 5TH ST FL 2ND
BOISE, ID 83702-0000

CAPITAL EDUCATORS FEDERAL CREDIT UNION
PO BOX 570
MERIDIAN, ID 83680-0570

21ST & CHICAGO LLC
350 N 9TH ST STE 200
BOISE, ID 83702-0000

CITY OF KUNA PUBLIC HEARING NOTICE

KUNA CITY COUNCIL

THE CITY OF KUNA will hold a public hearing on **December 20, 2022** at the Kuna City Hall, at 6:00 pm.

PURPOSE: Rezoning - 10.5 acres on N. Sailor Ave behind Ridley's to High Density Residential and 1.3 acres along Profile Lane next to Great Clips to C-1

LOCATION: Undeveloped Land situated South of Bi-Mart on Sailor Ave and West of Ridley's on Profile Lane.

APPLICATION BY: CJM LLLP



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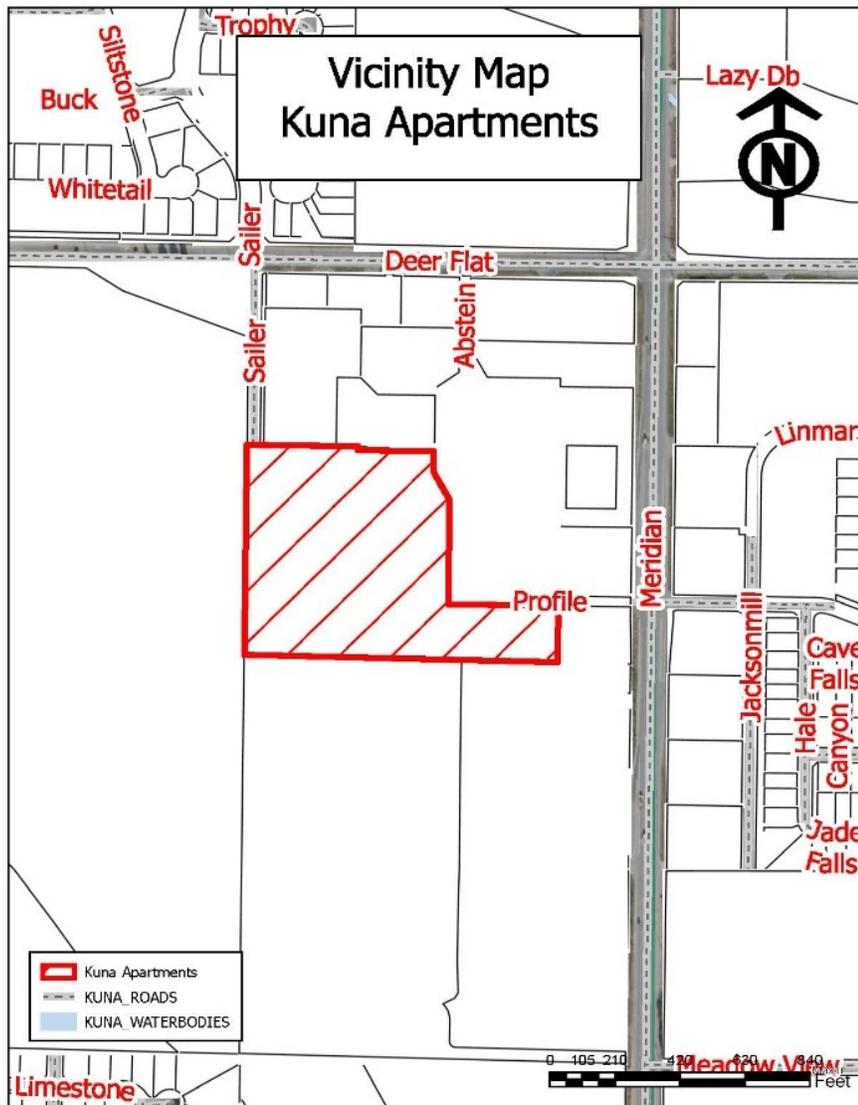
CITY OF KUNA
 PO Box 13 - Kuna, ID 83634
 Phone: 208.922.5274 - Fax: 208.922.5989

**Case Nos. 22-01-CPM (Comp. Plan Amendment), 22-03-ZC (Rezone)
 and 22-02-S (Pre Plat) Kuna Apartments.**

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Kuna Planning & Zoning Department



[INSERT LEGISLATOR NAME]
 [INSERT ADDRESS]
 [INSERT ADDRESS]

RE: Proposed Amendments to the Idaho Development Impact Fee Act

Dear [INSERT LEGISLATOR TITLE AND NAME]:

The City of Kuna and Kuna Joint School District #3 (collectively the “Kuna Partnership for Kids”) have been working together over the last year to address issues relating to the significant growth in our community and the impact such growth is having on our school facilities. While the Idaho Local Land Use Planning Act (“LLUPA”) permits cities and counties to consider the effects of development upon service delivery by school districts and other local government entities, it limits the ability of cities and counties to impose fees for mitigation of such impacts in certain circumstances. In particular, fees established for purposes of mitigating financial impacts of subdivision development must comply with the Idaho Development Impact Fee Act (“IDIFA”).¹ As you may know, however, IDIFA expressly excludes school district buildings and facilities from the types of public facilities for which impact fees may be imposed by cities and counties.

A recent advisory letter issued by the State of Idaho Office of the Attorney General referred to this directive to cities and counties in LLUPA to “mitigate” adverse impacts to school districts, while at the same time denying them the ability to collect impact fees for school district buildings through IDIFA, as possibly being a “unfunded mandate.”² Namely, the legislature has mandated that cities and counties mitigate the adverse financial impacts growth has on school districts, but has not given cities, counties, nor school districts the financial tools to actually fulfill this mandate. In order to address this apparent unfunded mandate, the Kuna Partnership for Kids is proposing legislation that would amend IDIFA to (1) include school buildings and facilities in the list of public facilities for which impact fees may be imposed; and (2) give school districts limited ordinance authority to impose and collect impact fees in the same manner as cities and counties. We are seeking a legislative sponsor or sponsors for our proposal and are asking for your support.

A copy of our proposed amendments is enclosed for your review. As you can see, our proposal would amend both the definition of “governmental entity” and “public facilities” to allow school districts to impose and collect impact fees. We are aware there is a group of fire districts and highway districts (and possibly other local government entities) that intend to propose legislation that would amend the definition of “governmental entity” and thereby give them limited ordinance authority to adopt impact fee ordinances. This is why you will see those other local government entities identified in our proposed amendment. Granting this limited ordinance authority under IDIFA would avoid the complexities and administrative challenges that exist when

¹ Idaho Code §67-6513.

² Letter from Andrew J. Snook, Division Chief, State of Idaho Office of the Attorney General, to Representative Jason Monks, Idaho House of Representatives, Idaho State Legislature, at p. 6 (Sept. 23, 2022) (on file with the Mayor of the City of Kuna and the Superintendent of the Kuna Joint School District #3).

impact fees are adopted and administered pursuant to intergovernmental agreements under I.C. §67-8204A, which is how fire districts, highway districts, and several other types of political subdivisions are presently adopting and administering such fees. These complexities are particularly pronounced in situations where the boundaries of the entity adopting the impact fees overlaps with multiple cities and counties.

With respect to the inclusion of school buildings and facilities in the definition of “public facilities,” please note that we have put some sidebars on the types of buildings and facilities for which school district impact fees could be imposed. In particular, we are focused on those buildings and facilities where students will be; therefore, administrative, maintenance and transportation buildings and facilities are deliberately excluded from our proposed definition. In Idaho Code §67-8208, we have added a requirement that preparation of the capital improvement plan include qualified professionals in the area of education. Finally, we have included an amendment to Idaho Code §67-8213(2) that would permit school districts and other local government entities who do not have the ability to issue building permits to enter into intergovernmental agreements with cities and counties for the withholding of building permits until impact fees are paid.

As noted above, we are aware of other groups who are working on similar proposed amendments to IDIFA, including fire districts, highway districts, and the Idaho School Boards Association. Our intent is offer proposed amendments in line with those proposed by these other groups.

We would request the opportunity to meet with you to discuss our proposal in more detail and answer any questions you might have. If you are so inclined, we would then ask for your support in sponsoring our proposal during the upcoming legislative session. We will be in touch shortly to request a meeting at your earliest convenience.

Sincerely,

Mayor Joe Stear
City of Kuna

Wendy Johnson, Superintendent
Kuna Joint School District #3

[INSERT NAME OF CITY/SCHOOL DISTRICT OFFICIAL]
 [INSERT NAME OF CITY/SCHOOL DISTRICT]
 [INSERT ADDRESS]
 [INSERT ADDRESS]

RE: Proposed Amendments to the Idaho Development Impact Fee Act

Dear [INSERT OFFICIAL'S NAME]:

The City of Kuna and Kuna Joint School District #3 (collectively the “Kuna Partnership for Kids”) have been working together over the last year to address issues relating to the significant growth in our community and the impact it is having now – and will continue to have – on our ability to serve all students. We believe one of the best ways to address this issue is through amendments to the Idaho Development Impact Fee Act (“IDIFA”) that would give school districts across Idaho the ability to impose development impact fees to offset costs of new or expanded school facilities and buildings on school district taxpayers. The purpose of our letter is to request your support for these proposed changes this legislative session.

A copy of our proposed amendments is enclosed for your review. As you can see, our proposal would amend the definition of “governmental entity” in Idaho Code §67-8203(14) by including school districts and other local government entities. This change would give those local government entities, including school districts, limited ordinance authority to impose and collect impact fees in the same manner as cities and counties. Our proposal would also include school buildings and facilities in the definition of “public facilities” for which impact fees can be imposed by amending Idaho Code §67-8203(24). Although we would prefer a broad definition of “school buildings and facilities,” we are mindful of the political landscape surrounding impact fees for school districts. Therefore, our proposal limits the definition of “school buildings and facilities” to include “landscaping and parking improvements associated with such buildings and facilities, but not including buildings and facilities used solely for administrative, maintenance, or transportation purposes.” In Idaho Code §67-8208, we have added a requirement that preparation of the capital improvement plan include qualified professionals in the area of education. Finally, we have included an amendment to Idaho Code §67-8213(2) that would permit school districts and other local government entities who do not have the ability to issue building permits to enter into agreements with cities and counties for the withholding of building permits until impact fees are paid.

As you may know, the Idaho School Boards Association is working on similar proposed legislation. We are also aware that a group of fire districts and highway districts intends to propose legislation that would amend the definition of “governmental entity” in I.C. §67-8203(14) to give them limited ordinance authority to impose impact fees.¹ Our goal is to work closely with these

¹ We are aware that an alternate method of amending IDIFA could be to add school districts to the list of entities that can adopt impact fees by intergovernmental agreement, which are identified in I.C. §67-8204A. However, because we are aware of this effort by other political subdivisions to amend the definition of I.C. §67-8203(14), we have

groups to present proposed amendments that have a strong likelihood of passage this legislative session.

We are asking for your support in our effort by contacting your local legislators to discuss this important legislation. Should we be successful in finding legislative support and getting a hearing on our proposal, we also ask that you be available to testify in support. We will let you know of any legislative hearings on our proposal. Please let us know if you have any questions in the meantime.

Sincerely,

Mayor Joe Stear
City of Kuna

Wendy Johnson, Superintendent
Kuna Joint School District #3

elected to pursue amendment of this section consistent with these efforts. Further, granting school districts and other political subdivisions limited ordinance authority under IDIFA would avoid the complexities and administrative challenges that arise when impact fees are adopted and administered pursuant to intergovernmental agreements. This difficulty is particularly pronounced in situations where the boundaries of the entity adopting the impact fee overlaps with multiple cities and counties.

67-8203. DEFINITIONS. As used in this chapter:

(1) "Affordable housing" means housing affordable to families whose incomes do not exceed eighty percent (80%) of the median income for the service area or areas within the jurisdiction of the governmental entity.

(2) "Appropriate" means to legally obligate by contract or otherwise commit to use by appropriation or other official act of a governmental entity.

(3) "Capital improvements" means improvements with a useful life of ten (10) years or more, by new construction or other action, which increase the service capacity of a public facility.

(4) "Capital improvement element" means a component of a comprehensive plan adopted pursuant to chapter 65, title 67, Idaho Code, which component meets the requirements of a capital improvements plan pursuant to this chapter.

(5) "Capital improvements plan" means a plan adopted pursuant to this chapter that identifies capital improvements for which development impact fees may be used as a funding source.

(6) "Developer" means any person or legal entity undertaking development, including a party that undertakes the subdivision of property pursuant to sections 50-1301 through 50-1334, Idaho Code.

(7) "Development" means any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the subdivision of property that would permit any change in the use, character or appearance of land. As used in this chapter, "development" shall not include activities that would otherwise be subject to payment of the development impact fee if such activities are undertaken by a taxing district, as defined in section 63-201, Idaho Code, or by an authorized public charter school, as defined in section 33-5202A, Idaho Code, in the course of carrying out its statutory responsibilities, unless the adopted impact fee ordinance expressly includes taxing districts or public charter schools as being subject to development impact fees.

(8) "Development approval" means any written authorization from a governmental entity that authorizes the commencement of a development.

(9) "Development impact fee" means a payment of money imposed as a condition of development approval to pay for a proportionate share of the cost of system improvements needed to serve development. This term is also referred to as an impact fee in this chapter. The term does not include the following:

- (a) A charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development;
- (b) Connection or hookup charges;
- (c) Availability charges for drainage, sewer, water, or transportation charges for services provided directly to the development; or
- (d) Amounts collected from a developer in a transaction in which the governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to section 67-8209(3), Idaho Code, for credit or reimbursement.

(10) "Development requirement" means a requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project

including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land, or money as a condition of approval.

(11) "Extraordinary costs" means those costs incurred as a result of an extraordinary impact.

(12) "Extraordinary impact" means an impact that is reasonably determined by the governmental entity to:

(a) Result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by section 67-8214(2), Idaho Code; or

(b) Result in the need for system improvements that are not identified in the capital improvements plan.

(13) "Fee payer" means that person who pays or is required to pay a development impact fee.

(14) "Governmental entity" means any ~~unit of local government that is empowered in this enabling legislation to adopt a development impact fee ordinance~~ city, county, highway district, fire district, ambulance district, water district, sewer district, recreational water and sewer district, irrigation district, or school district.

(15) "Impact fee." See development impact fee.

(16) "Land use assumptions" means a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a twenty (20) year period.

(17) "Level of service" means a measure of the relationship between service capacity and service demand for public facilities.

(18) "Manufactured home" means a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein, except that such term shall include any structure that meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. 5401 et seq.

(19) "Modular building" is as defined in section 39-4301, Idaho Code.

(20) "Present value" means the total current monetary value of past, present, or future payments, contributions or dedications of goods, services, materials, construction or money.

(21) "Project" means a particular development on an identified parcel of land.

(22) "Project improvements" means site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project.

(23) "Proportionate share" means that portion of the cost of system improvements determined pursuant to section 67-8207, Idaho Code, which reasonably relates to the service demands and needs of the project.

(24) "Public facilities" means:

(a) Water supply production, treatment, storage and distribution facilities;

- (b) Wastewater collection, treatment and disposal facilities;
- (c) Roads, streets and bridges, including rights-of-way, traffic signals, landscaping and any local components of state or federal highways;
- (d) Stormwater collection, retention, detention, treatment and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;
- (e) Parks, open space and recreation areas, and related capital improvements;~~and~~
- (f) Public safety facilities, including law enforcement, fire stations and apparatus, emergency medical and rescue, and street lighting facilities;~~and~~
- (g) School buildings and facilities, including landscaping and parking improvements associated with such buildings and facilities, but not including buildings and facilities used solely for administrative, maintenance, or transportation purposes.

(25) "Recreational vehicle" means a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

(26) "Service area" means any defined geographic area identified by a governmental entity or by intergovernmental agreement in which specific public facilities provide service to development within the area defined, on the basis of sound planning or engineering principles or both.

(27) "Service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

(28) "System improvements," in contrast to project improvements, means capital improvements to public facilities designed to provide service to a service area including, without limitation, the type of improvements described in section 50-1703, Idaho Code.

(29) "System improvement costs" means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs attributable thereto, and also including, without limitation, the type of costs described in section 50-1702(h), Idaho Code, to provide additional public facilities needed to serve new growth and development. For clarification, system improvement costs do not include:

- (a) Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan;
- (b) Repair, operation or maintenance of existing or new capital improvements;
- (c) Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
- (d) Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
- (e) Administrative and operating costs of the governmental entity unless such costs are attributable to development of the capital improvements plan, as provided in section 67-8208, Idaho Code; or
- (f) Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plan.

67-8208. CAPITAL IMPROVEMENTS PLAN. (1) Each governmental entity intending to impose a development impact fee shall prepare a capital improvements plan. That portion of the cost of preparing a capital improvements plan which is attributable to determining the development impact fee may be funded by a one (1) time ad valorem levy which does not exceed two one-hundredths percent (.02%) of market value or by a surcharge imposed by ordinance on the collection of a development impact fee which surcharge does not exceed the development's proportionate share of the cost of preparing the plan. For governmental entities required to undertake comprehensive planning pursuant to chapter 65, title 67, Idaho Code, such capital improvements plan shall be prepared and adopted according to the requirements contained in the local planning act, section 67-6509, Idaho Code, and shall be included as an element of the comprehensive plan. The capital improvements plan shall be prepared by qualified professionals in fields relating to finance, engineering, planning, education, and transportation. The persons preparing the plan shall consult with the development impact fee advisory committee.

The capital improvements plan shall contain all of the following:

- (a) A general description of all existing public facilities and their existing deficiencies within the service area or areas of the governmental entity and a reasonable estimate of all costs and a plan to develop the funding resources related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding or replacing of such facilities to meet existing needs and usage;
- (b) A commitment by the governmental entity to use other available sources of revenue to cure existing system deficiencies where practical;
- (c) An analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing capital improvements, which shall be prepared by a qualified professional planner or by a qualified engineer licensed to perform engineering services in this state;
- (d) A description of the land use assumptions by the government entity;
- (e) A definitive table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural and industrial;
- (f) A description of all system improvements and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, to provide a level of service not to exceed the level of service adopted in the development impact fee ordinance;
- (g) The total number of service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;
- (h) The projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty (20) years;
- (i) Identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements;
- (j) If the proposed system improvements include the improvement of public facilities under the jurisdiction of the state of Idaho or another governmental entity, then an

agreement between governmental entities shall specify the reasonable share of funding by each unit, provided the governmental entity authorized to impose development impact fees shall not assume more than its reasonable share of funding joint improvements, nor shall the agreement permit expenditure of development impact fees by a governmental entity which is not authorized to impose development impact fees unless such expenditure is pursuant to a developer agreement under section 67-8214, Idaho Code; and

(k) A schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.

(2) The governmental entity imposing a development impact fee shall update the capital improvements plan at least once every five (5) years. The five (5) year period shall commence from the date of the original adoption of the capital improvements plan. The updating of the capital improvements plan shall be made in accordance with procedures set forth in section 67-8206, Idaho Code.

(3) The governmental entity must annually adopt a capital budget.

(4) The capital improvements plan shall be updated in conformance with the provisions of subsection (2) of this section each time a governmental entity proposes the amendment, modification or adoption of a development impact fee ordinance.

67-8213. COLLECTION. A governmental entity may provide in a development impact fee ordinance the means for collection of development impact fees, including, but not limited to:

(1) Additions to the fee for reasonable interest and penalties for non-payment or late payment;

(2) Withholding of the building permit or other governmental approval until the development impact fee is paid. [For governmental entities that do not have authority to issue building permits, such non-permit issuing entities may enter an intergovernmental agreement with governmental entities that have permit issuing authority for the withholding of building permits until the impact fees of the non-permit issuing entity have been paid;](#)

(3) Withholding of utility services until the development impact fee is paid; and

(4) Imposing liens for failure to timely pay a development impact fee following procedures contained in chapter 5, title 45, Idaho Code.

A governmental entity that discovers an error in its impact fee formula that results in assessment or payment of more than a proportionate share shall, at the time of assessment on a case by case basis, adjust the fee to collect no more than a proportionate share or discontinue the collection of any impact fees until the error is corrected by ordinance.