



KUNA PLANNING AND ZONING COMMISSION Agenda for January 8, 2019

Kuna City Hall ▪ Council Chambers ▪ 751 W. 4th St. ▪ Kuna, Idaho

1. CALL TO ORDER AND ROLL CALL

Chairman Lee Young
Vice Chairman Dana Hennis
Commissioner Cathy Gealy
Commissioner John Laraway
Commissioner Stephen Damron

2. CONSENT AGENDA: *All Listed Consent Agenda Items are Action Items*

- a. Meeting Minutes for December 11, 2018.
- b. **Findings of Fact and Conclusions of Law** For 18-05-AN (Annexation), 18-06-S (Preliminary Plat) & 18-34-DR (Design Review) – Redcloud Subdivision.

3. PUBLIC HEARING

- a. **18-07-AN (Annexation) & 18-05-ZC (Rezone)** -Bodahl-Stiner Annexation. The applicant, Tim Eck, requests to annex approximately 39.56 acres into Kuna City with an R-6 zoning, and to rezone approximately 38.98 acres from agricultural to commercial. The sites are located at the southwest corner of Hubbard and Ten Mile Roads, the site addresses are 3925 and 3625 West Hubbard Road and 3003 N Ten Mile Road, Kuna, Idaho; In Section 15, Township 2 North, Range 1 West; (APN# S1315120800, S1315120700 & S1315110051). **ACTION ITEM.**
- b. **18-06-ZOA (Zoning Ordinance Amendment)** – Multi-family; An Ordinance of The City Council of Kuna, Idaho, Amending Kuna City Code (KCC) to:
 - Amending subsection 2 of section 6 of chapter 1 of title 5 kuna city code by the addition of the following: “data processing facility”, “office (home occupation),” “repair service,” research and development business,” and “research and development facility” to “meanings of terms or words”;
 - Amending section 2, chapter 3, title 5 of the kuna city code, regarding the definition book titled, “a planners dictionary” utilized for land use definitions; the official schedule of zoning district regulations and the “land use table” therein; and amending designations of the zoning district permitted land uses and designations of land uses within zoning districts that require a special use permit; and making technical amendments to the “land use table footnotes”;
 - Adding chapter 5, title 5 of the kuna city code, by adding a new section 7 by recodifying section 5-5-6 to section 5-5-7 without any amendment to the provisions therein;
 - Amending chapter 5, title 5 by the addition thereto of a new section 6 providing for zoning regulations for solid waste enclosures and locations;
 - Amending section 3, chapter 9, title 5 titled “parking space requirements” making technical amendments to the parking space requirements for apartments and multi-family dwellings developments;
 - Amending section 12 of chapter 17, title 5 titled “buffer areas; common lots” providing for design requirements and adding design requirements for apartments and multi-family developments;
 - Providing a severability clause
 - Directing the city clerk; and
 - Providing an effective date. **ACTION ITEM.**

4. COMMISSION REPORTS

- a. Discussion on New Comprehensive Plan

5. ADJOURNMENT

**CITY OF KUNA
PLANNING & ZONING COMMISSION**

**MEETING MINUTES
Tuesday, December 11, 2018**

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	X
Commissioner Cathy Gealy	Absent	Jace Hellman, Planner II	X
Commissioner Stephen Damron	X	Sam Weiger, Planner I	X
Commissioner John Laraway	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Chairman Young called the meeting to order at **6:00 pm**.

Call to Order and Roll Call

1. CONSENT AGENDA

Meeting Minutes for November 27, 2018.

Findings of Fact and Conclusions of Law For 18-05-S (Preliminary Plat) – Lete Commercial Subdivision.

Findings of Fact and Conclusions of Law For 18-12-SUP (Special Use Permit) and 18-03-ZC (Rezone) – Kuna CTE High School.

Findings of Fact and Conclusions of Law For 18-03-AN (Annexation), 18-01-CPM (Comprehensive Map Change), 18-04-ZC (Rezone), 18-02-PUD (Planned Unit Development) and 18-04-S (Preliminary Plat) – Falcon Crest Subdivision.

Commissioner Hennis Motions to approve the consent agenda; Commissioner Damron Seconds, all aye and motion carried 3-0.

2. NEW BUSINESS

18-38-DR (Design Review) – Snerk’s Drive-Thru and Retail Building; ALC Architecture seeks Design Review approval from the Planning and Zoning Commission (acting as Design Review Committee) for a new 650 square-foot drive-thru soda shop and a new 6,100 square-foot retail building, accompanying landscaping, lighting and a parking lot. The site is located at 450 East Deer Flat Road, Kuna, Idaho 83634.

Sam Weiger: Chairman, commissioners, for the record Sam Weiger, Planner I Kuna Planning and Zoning Staff 751 W 4th ST. The application before you tonight is 18-38-DR (Design Review) which is seeking approval for a 650 square-foot drive-thru soda shop and a 6,100 square-foot retail building, accompanying landscaping and a parking lot. The site is located at 450 East Deer Flat Road. The applicant proposes one driveway access from East Deer Flat Road. The applicant proposes gravel as a ground cover for the borrow ditch. According to Kuna City Code 5-9-2, gravel surfaces are not permitted as a ground cover. Staff recommends that the applicant sod the borrow ditch until ACHD improvements are made. The City Engineer has added a condition that the applicant shall include an Idaho PE design for the seepage beds. The seepage beds shall comply with ACHD standards even if remaining private. The applicant shall provide sidewalk along the frontage to comply with ACHD requirements. Additionally, the proposed parking lot lighting features at least one light for every 14 parking spaces, and the lights are LED lights. The parking lot lighting complies with Kuna City Code 5-9-5. J&M Sanitation recently notified staff that the trash enclosure location and structure meet their standards, so it is no longer necessary to include the condition regarding J&M Sanitation in your motion. The applicant has not proposed street lights. Street lights are not required, but staff would welcome installation of one street light evenly spaced between the existing street lights on the north side and south side of Deer Flat Road. Any street lights shall comply with Kuna City Code 6-4-2, which requires street lights along frontages

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every 250 feet at maximum. With the recommended and required changes, staff has determined that the application generally complies with Kuna City Code; Idaho Code; and the Kuna Comprehensive Plan; Staff forwards a recommendation of approval for Case No. 18-38-DR to the Planning and Zoning Commission, subject to the recommended conditions of approval. **C/Young:** Is there a fence proposed anywhere here? **Sam Weiger:** They did not propose a chain-link fence, but there is existing fencing along the property. **C/Young:** Is that on the west side only? **Sam Weiger:** The chain-link fencing goes all the way around the property. **Cory Tanner:** My address is 2619 West Lake Hazel Road. This project right across from Kuna High School is for a drive-thru soda shop and retail strip. It's just over one acre in size It's also next to the Kuna Life Church. I've talked extensively with Ada County Highway District in terms of only having only one ingress-egress from the property instead of two. We designed the plan on what they recommended. Stan Johnson with Kuna Life Church, apparently with the previous owner, had originally had discussions about the fence. That fencing on two sides of the church actually belongs to Stan Johnson, one side belongs to the school. We designed a wide singular entrance into the property. The idea was to provide as much parking as they could with a drive-around feature. One of the issues we came across was working with J&M Sanitation in terms of a large-enough turnaround space. We simply could not figure out how to design the plan in such a way that we could back up a truck and bring it out that front way. The plan shows a cross-access to the east right by the garbage corral that would go into the parking lot of Kuna Life Church. It lines up perfectly with their parking lot, and how they have it designed. I actually sat down this week with Stan Johnson. He has to talk with his board in terms of solving that problem. That would be the only break in fencing there. I have had many establishments express interest in the retail building spaces. **C/Laraway:** I know there is chain-link fence on the west side. What's the fence on the east side and the north? **Cory Tanner:** It is actually a full six-foot chain-link fence all the way around. I would want to dress the fence up a little bit. We would probably do a nicer chain-link fence. **C/Laraway:** Once you have these areas subdivided, is this to be a draw for Kuna High School students. **Cory Tanner:** Yes. I also talked to Stan about his after-school programs. **C/Young:** Since the property to the north is zoned R-2, even though there is no current residence, a concern I have being residential and having a chain-link fence is headlights from cars. I don't believe there is a berm. On the north side have you considered putting in a vinyl fence? **Cory Tanner:** Is that property owned by Stan Johnson where he has the ball fields? He described to me the master plan of his development. He is operating in the gymnasium with the chapel. The area right behind this development would end up being chapel and additional parking for his space. His biggest concern was more about safety and less about lights. He just wants to make sure that there is enough of a barrier. **C/Damron:** Have you talked to Stan about making that usage for both places? **Cory Tanner:** He's got a couple of singular cans, where as I have a dumpster. We did talk about taking our enclosure and facing it towards the church, but I didn't want him to feel responsible for our garbage. We could potentially revisit it with an entrance on the back side and the unloading doors on his side. **C/Damron:** If he expands it, you both can use it at the same spot. **C/Laraway:** Do you want to talk about the ground cover? **Cory Tanner:** I requested a deviation from City Code. I talked to Stacey Yarrington with ACHD. She indicated to me that she purchased the property on the corner of Linder and Deer Flat. They were planning and redoing that section I believe in 2019, it's on their schedule to be redone. That whole strip from Linder to Meridian was also in the near future to be finished off, she told me it would a waste of effort. I know there was a comment about engineering for the borrow pit. I talked to Paul Stevens about that, the whole frontage was redone by ACHD. They just put in a new sidewalk across the property and redid the borrow puts all across there. It was previously owned by the previous owner. The sold away the highway district and finished off that sidewalk on that piece. The entrance to this property was almost designed the same way. I would take down the chain-link fence that ACHD put across the front of the property in favor of bushes and landscaping. **C/Young:** I didn't see any signage in the application? **Sam Weiger:** Chairman Young, signage was not part of the application. **C/Young:** As far as the building, what I assume is the rear elevation, have you considered putting pilasters up there? **Cory Tanner:** I feel the same way. I talked to Jeff Likes and went back and forth on a couple of things about awnings and a brick column on either side of it. I would imagine that many employees would park in the back, whereas customers park in the front. **C/Young:** Do you have preference between awnings and pilasters to do in the rear? **Cory Tanner:** I am operating in a building with front facades and in the back, you have awnings. My intent was to put those there, because they would be coming

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in and out frequently. I think in the similar sense, it can be broken up. I would prefer to have the awnings. However, on the west side of the building in the courtyard area, I thought about switching the plan slightly and putting brick all the way across and back two or three feet. **C/Hennis:** There will be lighting in the rear for employees when they enter and such? **Cory Tanner:** Yes, I had talked to Jeff about putting on exterior lighting on the building and also on the parking lot lights. I'm showing on at least this plan that I have at least three lights across the back. **C/Hennis:** Do these exits have to have awnings on them? Otherwise it's nicely planned. **Sam Weiger:** First, we want to reiterate that commercial does not allow chain-link fencing, so we will work with the applicant on the fencing. **C/Young:** The chain-link between the school yard is acceptable right? **Sam Weiger:** Yes. **C/Hennis:** We were also wondering about the borrow pit and sodding. Has ACHD actually purchased it? **Troy Behunin:** We can require this as a licensing agreement. Typically, when this situation happens with curb, gutter and sidewalk, we don't have to worry. Because it's in the five-year work plan, an applicant can avoid the road widening. In those cases, ACHD will allow an applicant to put a portion of the right-of-way along their frontage. As the applicant stated, it does complete the project and looks nicer. I believe the improvement is scheduled for 2019, but you never know. If ACHD is willing to confirm that construction will begin in 2019, I believe that staff would concede that it's not necessary. **C/Hennis:** If they verify with ACHD, I have no problem with that.

Commissioner Hennis motions to approve Case No. 18-38-DR with the conditions as outlined in the staff report; With an additional condition that one street light is added per the city's recommendation at an equal distance between the existing two. With an additional condition that the applicant work with the city to arrive at an appropriate fencing material on the two sides; An additional condition that the applicant provide a rear elevation with some breakup in the architecture, such as the awnings over the rear doors. And an additional condition that if verified by ACHD that the work along the applicant's frontage is going to happen in 2019, the borrow pit can remain gravel. Commissioner Laraway seconds, all aye and motion carried 3-0.

PUBLIC HEARING

18-06-AN (Annexation), 18-08-S (Preliminary Plat) and 18-35-DR (Design Review) – LedgeStone Subdivision; On behalf of Trilogy Development, Inc., WHPacific requests to annex two contiguous parcels comprising of approximately 60.85 acres on East Hubbard Road and North Locust Grove Road into Kuna City Limits with an R-8 zoning designation; and to subdivide the 60.85-acres into 298 total lots, consisting of 253 single family buildable lots, and 45 Common lots. The subject sites are adjacent to the southwest corner of East Hubbard Road and North Locust Grove Road, Kuna, ID 83634, within Section 18, Township 2 North, Range 1 East; (APN's S1418121126 & S1418123400). - **Staff Request this item be table to January 22, 2019; ACHD staff report was not received.**

Commissioner Hennis motions to table Case Nos. 18-06-AN, 18-08-S and 18-35-DR to January 22, 2019. Commissioner Damron seconds, all aye and motion carried 3-0.

18-05-AN (Annexation), 18-06-S (Preliminary Plat) & 18-34-DR (Design Review) – Redcloud Subdivision; The applicant, SSM2, Company, requests to annex approximately 8.00 acres into Kuna City with an R-6, residential zone, and to subdivide the property into 41 single family residential lots and three (3) common lots and have reserved the name *Redcloud Subdivision*. A Design Review application for four common areas and buffer landscaping accompanies this application. The site is located at the southeast corner of Luker and Great Bear Roads, the site address is 1250 S. Luker Rd., Kuna, Idaho; In Section 25, T 2N, R 1W, APN #: S1325438500.

Thomas Maile: I represent SSM2, I am the developer of the property in question. I reside in 885 West Rush Road in Eagle. We're not asking for any enlargements of zoning. We are contiguous to the north and west. We are requesting annexation along with zoning medium density. I reviewed ACHD's staff report and called Austin Miller with ACHD. I inquired with Austin why to adjust layout. Threave Street would become too long. The subdivision to our north that

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lines up with the street has a cul-de-sac ending in that subdivision. I can see ACHDs logic trying to avoid Sadie Creek to the north and the proposed Red Cloud Sub. We can easily provide that stub-out on the south boundary. The other comment from ACHD I think is inappropriate. The rural nature of the surrounding areas is asking that we construct bulb-outs. I didn't get a chance to talk to Austin Miller. With the size of this subdivision, nothing to the south and nothing to the north and west has these bulb-outs. Troy may have information different than I received. I think that it cuts down and makes less congestion. That is the only comment I'd like to provide to the commission this evening. We'll work on all of the conditions. We propose as we've done on two different locations. We did Sailor Shores Meadows. We improved the surrounding area by that small subdivision. We envision continuing to work with Hayden Homes or simplicity homes. The second subdivision has the second signed plat this evening. The need is there. We had a neighborhood meeting that will create more congestion going into rush hour. If you were smart about getting out of Kuna. You'd avoid the rail road tracks, so no undue stress will go into Kuna Downtown. As proposed, it will be a valuable asset to the Kuna community. **C/Laraway:** Out of the 41 lots, do you have anything set for amenities? **Thomas Maile:** We don't, but the stuff to the north and west and we don't have any HOA agreement for amenities. We could explore that option. **Troy Behunin:** Good Evening Commission Members for the record, TB, Planner III, 751 W. 4th Street, Kuna. The application before you tonight is case No's 18-05-AN and 18-06-S; Annexation and Pre Plat are presented for your vote to recommend approval, conditional approval or denial for the Annexation. Then, Case No. 18-34-DR; The DR is presented for your approval, conditional approval, or denial. All of the noticing procedures have been followed to hold the public hearing. The applicant seeks annexation of approximately 8.00 acres into Kuna City limits with an R-6 zone, which matches the Comp Plan map designation of Medium Density Residential. This project is seeking annexation and preliminary plat approvals and have secured Red Cloud as the Subs name. The site is located near the southeast corner of Luker and Great Bear Roads. This project has frontage along Luker Road, a mid-mile collector on the west side of the site. The site touches City limits on its north and west lines and qualifies for annexation using the category "A" method. Applicant also proposes a preliminary plat over the 8 acres and proposes up to 41 buildable lots and three common lots. Applicant will need to extend all City and public utilities to the site, which will likely include two phases for the project. Applicant shall also be conditioned to widen Luker Road and provide full improvements for Luke Road frontage. Staff agrees with ACHD's condition to install a stub on Durleton Ave rather than Threave Ave for all safety reasons. Applicant also submitted for a DR for the Sub. No sub sign was proposed for DR but is required when the applicant wished to install one. Staff wants to recommend or clarify that "Grasses" on the landscape plan actually mean Sod. Staff recommends the change for the planting detail as well. Staff notes that this project is subject to design review inspection fees and inspections (post construction), to verify landscaping compliance prior to signature on the final plat. Staff has worked with the applicant to get you the information for tonight. Staff finds this application to be in concert with the comp plan goals and the comp plan map and looks forward to the project in this location opening a new chapter in Kuna's history. I stand for questions. **C/Hennis:** You indicated three common lots. The three common lots are just toward Luker Road side? **Troy Behunin:** Correct. Two are in phase one and one is on phase two. **C/Hennis:** The only landscaping plan we have is just this one site plan. I didn't know if I had missed it or not. **Troy Behunin:** The subdivisions that he was mentioning, Sadie Creek to the north and Wild Meadows to the west. They actually have open space inside the subdivisions. Sadie Creek actually has a developed city park and a dog park within that park. I believe it's a three-to-four-acre parcel. There is some open space for the subdivision. **C/Young:** There are also pathways leading to open spaces as well. I don't see any pathways. Is there access from Sadie Creek into the irrigation swimming area and the dog park? **Troy Behunin:** There is. Even if they have to walk around, that's still part of the subdivision. That subdivision is kind of a weird shape. **C/Hennis:** I don't see anything about Sadie Creek as well. Kuna didn't have a regional pathway map back then. **C/Laraway:** There will be common lots in the subdivision then, correct? **C/Young:** Those common lots are listed along Luker. What's shown in the preliminary plat in the subdivision includes open space. What's shown in the preliminary plat within the subdivision is no open space. **C/Laraway:** The common lots that you're referring to is over off Great Bear has a little park there with slides. Sadie Creek has the park, correct? **Troy Behunin:** Yes. **C/Laraway:** My concern is with the HOAs that are going to allow these students going from one playground to another legally. **Troy Behunin:** That's a civil matter. Typically, what happens is HOAs

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are built for those to live in the subdivision. We've seen a new development like to use someone else's green space. **Bruce Wasserman:** I live at 1021 East in the Pioneer Subdivision. I'm not opposed to growth, but I'm concerned about access to any sub-development on that side of the tracks in emergency situations. I don't know if that's an issue that's been around as long as there have been houses on that side of the tracks. I'd like to see something happen that accelerates development of some emergency access. **Kyle Williams:** 1173 South Wiston Place. I'm in favor of this. Where they built my subdivision and it abutted the property in question, there is a couple foot elevation. I hope they grade it, so there is not such a sharp drop. There are also quite a few mature trees in Pioneer Estates and then also on the east boundary. If possible, I would like to have them leave those mature trees in place. If not, whoever owns the property in the end will make the ultimate decision. **Mike Wash:** I live at 1032 South Threave. One of my concerns is what you're calling green area or open area. The second concern I had was drainage in regards to snow. **Thomas Maile:** There is some very insightful testimony from the neighbors. Specifically, from the point of fire protection, you almost need a larger tax base to fund and make available a second fire department or second fire station. Someday that may be south of the tracks, and there may be a bridge that goes over the tracks someday. These are all things that potentially down the road may occur. As I said preliminarily, there may be a cross access going down East King to avoid the downtown area. We're looking at minimizing these concerns. To feed individuals, which I don't think Kuna is facing completely, but it's certainly something to consider. As far as tiles, I didn't fully understand those but I'll work with the citizen. I think that once dedicated to ACHD, there does seem to be more snow removal equipment. Hopefully ACHD can request those. One gentleman asked about the trees. There is certainly value associated with timber. **C/Young:** Now is the Commission discussion. **C/Hennis:** This just mimics the preexisting subdivision. I do have concerns with the long road. I would like to see some open space, whether it be amenities or a place to play. **C/Young:** I also agree with ACHD looking at the length of those streets. I know teenagers and long streets and speed, and a need for open space. We need some connectivity pathway. As this develops, if something develops to the east, the city has wanted a pathway and connectivity between subdivisions. If it wants to go to council with a recommendation of approval, I think that should be something that could be conditioned. **C/Hennis:** That addresses the concern for emergency services on that side on that side of the tracks.

Commissioner Hennis motions to recommend approval of Case Nos. 18-05-AN and 18-06-S with the conditions as outlined in the staff report; with an additional condition that the applicant work with ACHD and the city to mitigate the traffic concerns along Threave Avenue; An additional condition that the applicant work with the city to provide connectivity throughout the subdivision with some pathway and preferably an additional open space of a minor nature so that the residents have an open area. Commissioner Damron seconds, all aye and motion carried 3-0.

3. COMMISSION REPORTS

4. ADJOURNMENT

Commissioner Hennis motions to adjourn; Commissioner Damron Seconds, all aye and motion carried 3-0.

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Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Wendy I. Howell, Planning and Zoning Director
Kuna Planning and Zoning Department



City of Kuna

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Kunacity.id.gov

P&Z Findings of Fact & Conclusions of Law

To: Planning and Zoning Commission

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

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

Planner: Troy Behunin, Planner III

Hearing Date: December 11, 2018
Findings of Fact: January 8, 2019 (just 1 mtg. in Dec.)

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

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

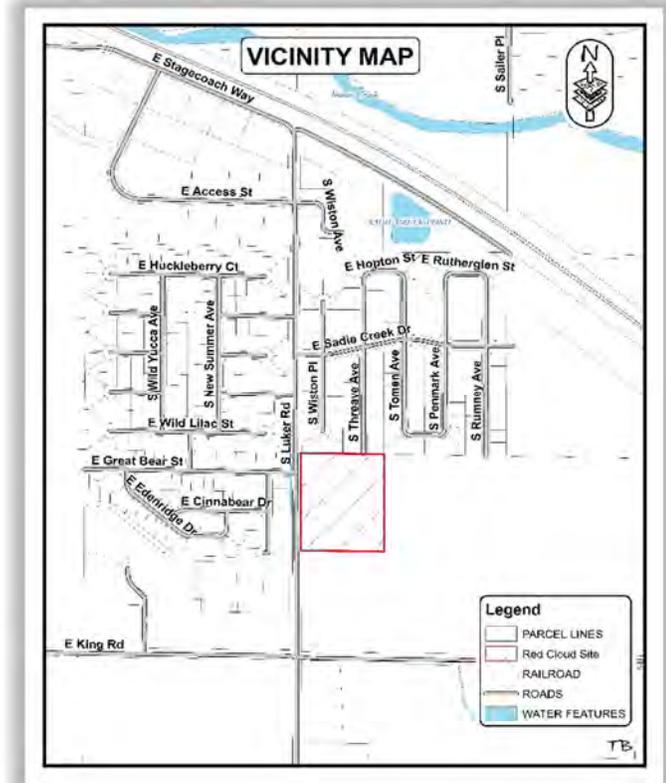


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| E. General Project Facts | K. Findings of Fact and Conclusions of Law |
| F. Staff Analysis | L. Commission's Recommendation |

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that design reviews are designated as *public meetings*, with the Planning and Zoning Commission (acting as the Design Review Board) as the decision-making body; and that annexations and subdivision applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

- | | |
|---------------------------|--------------------------------------|
| i. Neighborhood Meeting | July 26, 2018 (Ten persons attended) |
| ii. Agencies | November 2, 2018 |
| iii. 350' Property Owners | November 30, 2018 |

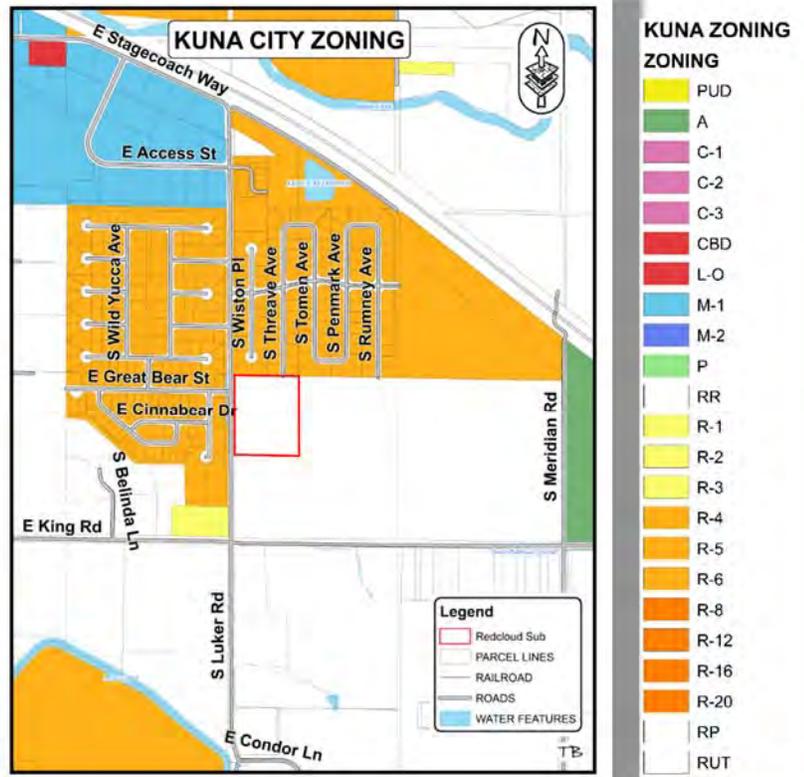
- iv. Kuna, Melba Newspaper
- v. Site Posted

November 21, 2018
November 29, 2018

B. Applicant Request:

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

C. Exhibit Maps:





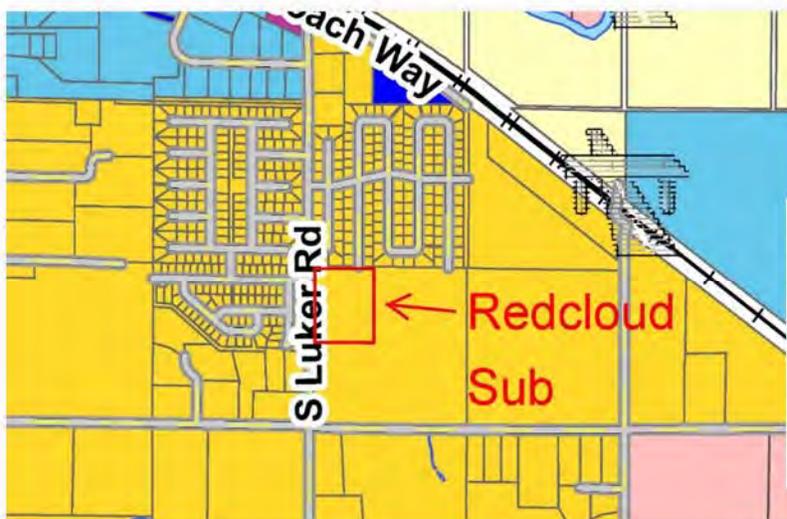
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D. History: The approximate 8.0-acre subject site is currently in Ada County, however, it is contiguous to Kuna City limits on the north and west sides of the parcel, and has historically been used for a single family residence and the remainder for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

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone.

The Future Land Use Map identifies the approx. 8.00-acre site as Medium Density Residential (4-8 DUA).

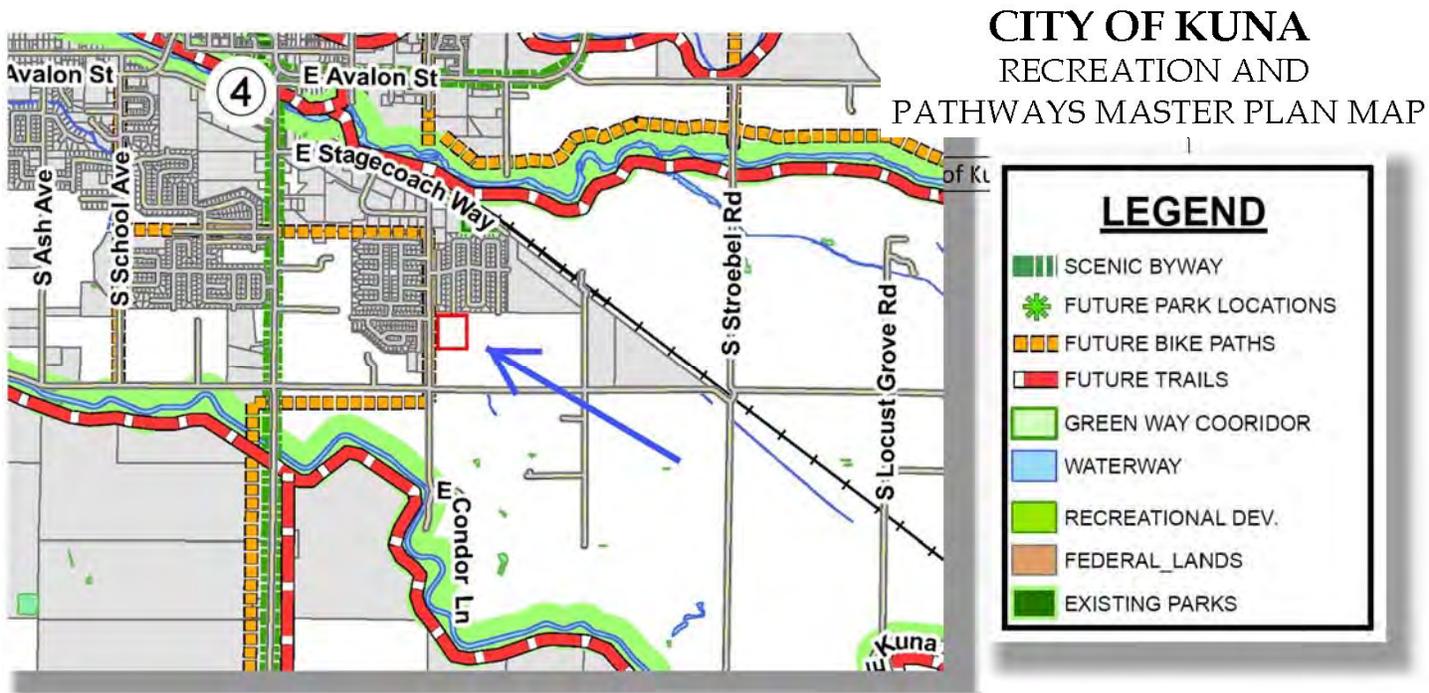


AGRICULTURAL	PROFESSIONAL OFFICE
RURAL CLUSTER	FEDERAL LAND
LOW DENSITY	NEIGHBORHOOD CENTER
MEDIUM DENSITY	NEIGHBORHOOD DISTRICT
HIGH DENSITY	WWTF
MIXED USE GENERAL***	CITY INTEREST
MIXED USE CITY CENTER	MIXED USE GENERAL WITH A MINIMUM EQUIVALENCE OF 3 UNITS PER ACRE
LIGHT INDUSTRIAL	GREEN WAY WATERWAYS
HEAVY INDUSTRIAL	GREENBELT OVERLAY
PUBLIC	
COMMERCIAL	

*** MIXED USE GENERAL EXPECTED RESIDENTIAL DENSITIES CAN RANGE FROM 2 TO 20 UNITS PER ACRE

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

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



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

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

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

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Irrigation District – Boise-Kuna Irrigation District
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Kuna Rural Fire District
- Police Protection – Kuna City Police (A.C.S.O.)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:** Currently there is a residence on site, with approximately five out-buildings. This site is generally flat and on-site vegetation is consistent with typical residence and agricultural fields.

Transportation / Connectivity: The site has significant frontage along Luker and shall provide adequate Rights-of-Way (ROW) to serve the needs of the site and in sufficient amounts to satisfy Kuna and ACHD’s requirements. For roadway improvements, including road widening and curb, gutter and sidewalks.

There is an existing stub street connection with the subdivision to the north and staff recommends the developer be conditioned to connect to it, and provide for others to connect by providing stubs for future subdivisions, as shown on their proposed preliminary plat.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

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

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

F. Staff Analysis:

Applicant requests approval to annex approximately 8.00 total acres with a current county zone as Rural Urban Transition (RUT) into Kuna City limits with an R-6 (Medium Density Residential) zone; and subdivide the subject property creating a 41 lot, single family subdivision, known as *Redcloud* Subdivision. Applicant also proposes to develop three (3) additional lots, into common lots for the residents. A Homeowners Association (HOA) will be established for the care and maintenance for the common lots and landscape buffers.

The applicant proposes annexation applying the category “A” method, and as it touches current City limits on two sides of the project, the site is eligible for annexation. Applicant is proposing two (2) phases of development which will largely be driven by the consumer market.

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

A design review application accompanies the applicant’s request for the common area landscaping and buffers. Staff finds the proposed landscape plan complies with KCC 5-17, except as otherwise noted in this report. Staff notes that a monument sign for the subdivision was not included with the design review application, all monument signs are required to go through design review. This process can be accomplished at a later date without any delay to the project. Staff recommends the applicant be conditioned to place sod wherever the landscape plan identifies “grasses”. Staff also notes that the planting details should be changed to reflect KCC; which are requested in the proposed conditions of approval (Condition #12). Staff recommends that the applicant resubmit an 11 X 17” plan bearing these changes.

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

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No’s 18-05-AN, 18-06-S and 18-34-DR, to the Kuna Commission with recommended conditions of approval listed in section ‘L’ of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Factual Summary:

This site is located near the southeast corner (SEC) of Luker and Great Bear Roads. Applicant proposes to annex approximately 8.00 acres into the City of Kuna with an R-6 (medium density residential) zone. Applicant has submitted a preliminary plat to subdivide the parcel into 41 buildable lots and three (3) common lots, and proposes full improvements for Luker Road, and all internal Roads to City and ACHD standards.

I. Comprehensive Plan Analysis:

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

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

2.0 – Property Rights and Summary

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

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

5.0 Economic Development Goals and Objectives - Summary:

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

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

6.0 Land Use Goals and Objectives - Summary:

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

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

8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties who request City services. Ensure that development within Kuna connects into the City’s sanitary sewer and potable water systems and continue expansion of the City’s sewer systems as resources allow.

Comment: Kuna has adequate services for this development and the authority to annex the requested lands into the City. This application will expand the City’s sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.

9.0 - Transportation Goals and Objectives - Summary:

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

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

12.0 - Housing Goals and Objectives - Summary:

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

Comment: Applicant has proposed 41 single family lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development adds, connections to existing and future subdivisions, creating a pleasant neighborhood environment.

13.0 - Community Design Goals and Objectives - Summary:

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

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

J. Kuna City Code Analysis:

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

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

2. The site is physically suitable for a subdivision.

Comment: The approx. 8.00 acre subdivision has sufficient size to include a mix of lot sizes, community landscape buffer(s).

3. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: The land to be annexed is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.

4. The annexation and subdivision application is not likely to cause adverse public health problems.

Comment: The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The medium density zone requires connection to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.

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

Comment: *The annexation, and design of the subdivision did consider the location of the property, classified roadway (Luker) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses (Kuna) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

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

K. Commission Findings of Fact:

Based upon the record contained in Case No's 18-05-AN, 18-06-S and 18-34-DR including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-05-AN, 18-06-S and 18-34-DR, a request for preliminary plat and design review approval by SSM2:

1. *The Kuna Planning and Zoning Commission approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

Comment: *The Kuna Planning and Zoning Commission held a public hearing on the subject applications on December 11, 2018, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case No's 18-05-AN, 18-06-S and 18-34-DR, this proposal generally complies with the Comprehensive Plan and City Code.*

Comment: *Kuna's Comprehensive Plan (Comp Plan), encourages a variety of housing types for all income levels numerous times throughout the document. The City attempts to balance all housing types within the City. Additionally, the Comprehensive Plan encourages the Integration of sidewalks, bike lane systems into community life and development patterns. The applicant has proposed a significant addition of sidewalks through the Sub, and connection to an existing Sub and provided for additional stub street connections.*

3. *Based on the evidence contained in Case No's 18-05-AN, 18-06-S and 18-34-DR, this proposal generally complies with the City Code.*

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

4. *The Kuna Planning and Zoning Commission has the authority to approve Case No. 18-34-DR, and to recommend approval for Case No's 18-05-AN and 18-06-S to Council.*

Comment: *On December 11, 2018, the Commission voted to approve Case No. 18-35-DR and recommend approval for Case No's 18-05-AN and 18-06-S.*

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

Comment: *Neighborhood Notices were mailed out to residents within 350-FT of the proposed project site on November 30, 2018 and a legal notice was published in the Kuna Melba Newspaper on November 21, 2018. The applicant placed a sign on the property on November 29, 2018.*

Based upon the record in 18-05-AN, 18-06-S and 18-34-DR, including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Commission hereby recommends *approval* for Case No's 18-05-AN and 18-06-S, a request for annexation and subdivision preliminary plat to Council, and approves Case No. 18-34-DR Subdivision Design Review request by the applicant as follows:

The Commission concludes that the Application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC and/or the Landscape Code in title 5.

L. Commission's Recommendation and Approval:

18-05-AN Annexation), 18-06-S (Preliminary Plat), Based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby recommends approval to City Council for Case No's 18-05-AN and 18-06-S, an annexation and preliminary plat request by SSM2 Company, with the following conditions of approval:

18-34-DR (Design Review), Based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Commission, the applicant's presentation, public testimony and discussion during the public hearing by the Planning and Zoning Commission of Kuna, Idaho, the Commission hereby *approves* Case No. 18-34-DR, Design Review, a request by SSM2 Company, with the following conditions of approval:

- Applicant shall follow the conditions outlined in the Staff Report,
 - Applicant shall work with ACHD and the city to mitigate the traffic concerns along Threave Avenue,
 - Applicant shall work with the city to provide connectivity throughout the subdivision with some pathway and preferably an additional open space of a minor nature so that the residents have an open area.
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve drainage and grading plans.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - e. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
 - g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
 - h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
 - i. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District,

2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P&Z approval in concert with the prepared construction drawings for the project.
5. Parking within the site shall comply with KCC 5-9-3. A separate Design Review application is required for the community clubhouse and parking lot.
6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
7. A sign permit is required prior to any subdivision entrance sign construction and shall comply with KCC 5-10-4. Monument signs will require a separate design review.
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
9. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
10. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.
11. The applicant’s proposed preliminary plat (dated 0/24/18) and landscape plan (dated 08/01/2018) shall be considered binding site plans, or as modified and approved through the public hearing process.
12. Applicant shall add the following notes to the landscape plans and resubmit a PDF for Planning and Zoning approved plans, bearing the changes.
 - 12.1 – Landscape contractor shall remove all twine/ropes and burlap from root balls.
 - 12.2 – Landscape contractor shall remove the wire basket from the top 1/2 of the root ball.
13. Applicant shall bring landscape buffers into compliance as described in Kuna City Code 5-17, and submit a PDF bearing these changes for approval.
14. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
15. Applicant shall demonstrate permanent access, maintenance and care for all lots affected by shared driveways as proposed on the preliminary plat bearing the same date as above.
16. Compliance with all local, state and federal laws is required.

DATED: This 8th day of January, 2019.

Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST:

Troy Behunin, Planner III
Kuna Planning and Zoning Department



City of Kuna

P & Z Staff Report

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To: Planning and Zoning Commission

Case Numbers: 18-07-AN & 18-05-ZC
Bodahl-Steiner

Site Locations: 3925/3625 West Hubbard
Road & 3003 North Ten Mile
Road, Kuna, ID 83634

Planner: Sam Weiger, Planner I

Hearing Date: January 8, 2019

Owners **Thistle Farm, LLC.**
Bodahl Farm, LLC.
3925 West Hubbard Road
Kuna, ID 83634
208.286.0520
timothyeck@me.com

Applicant: **Tim Eck**
6152 West Halfmoon Lane
Eagle, ID 83616
208.286.0520
timothyeck@me.com

Representative: **Bailey Engineering**
4242 North Brookside Lane
Boise, ID 83714
208.938.0013
kmillier@baileyengineers.com

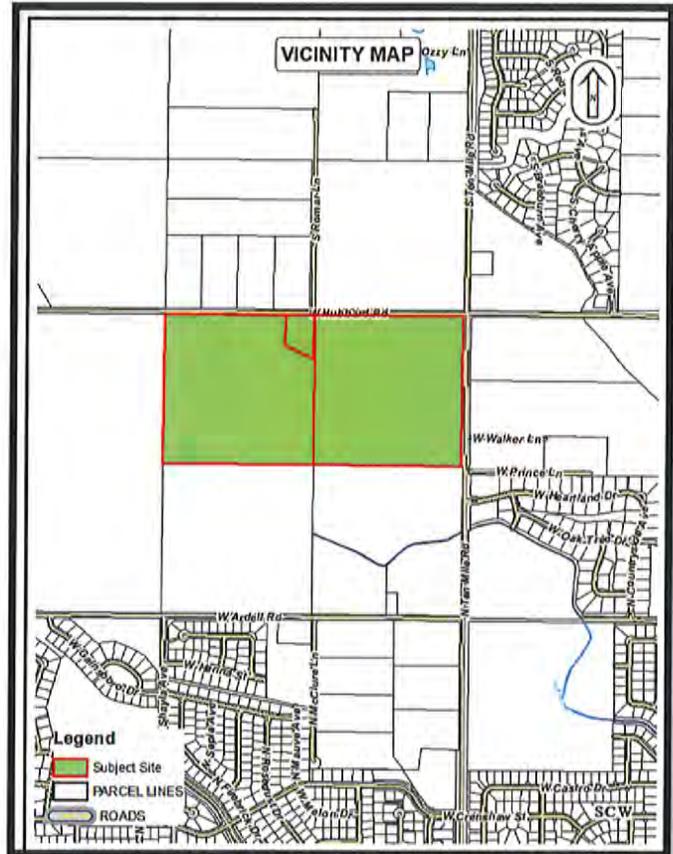


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A. Process and Noticing:

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

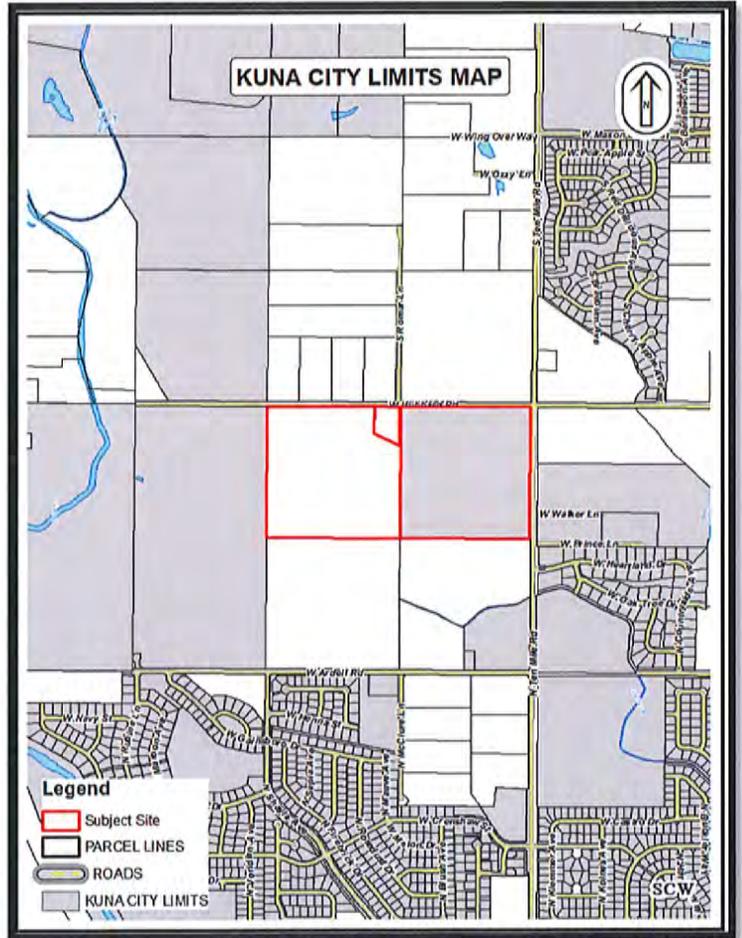
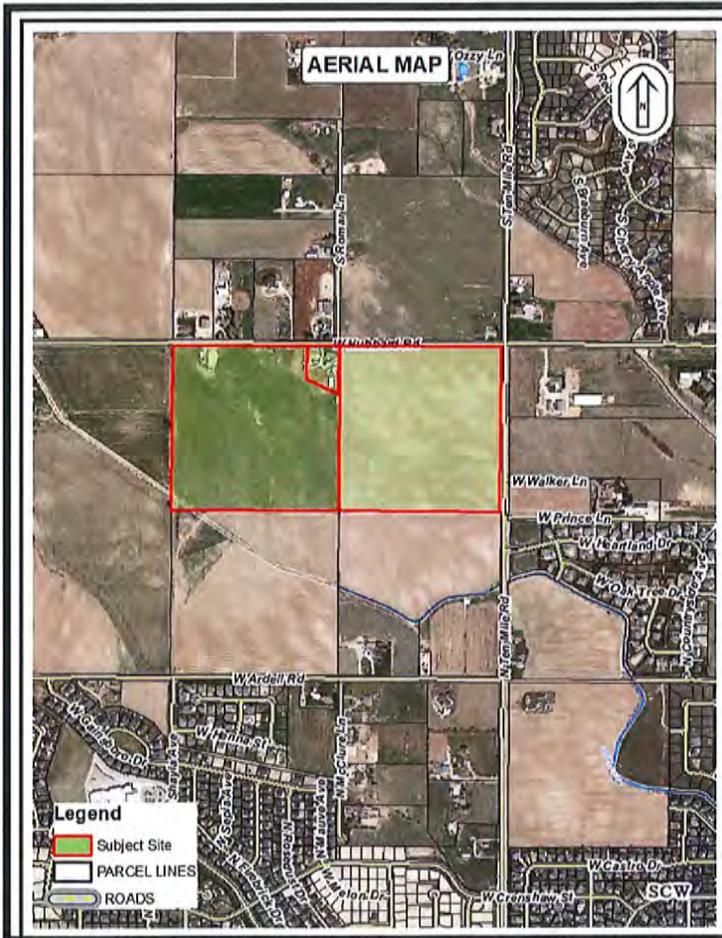
a. Notifications

- | | |
|---------------------------------|--|
| i. Neighborhood Meeting | September 12, 2018 (7 people attended) |
| ii. Agency Comment Request | November 15, 2018 |
| iii. Kuna, Melba Newspaper | December 19, 2018 |
| iv. 400' Property Owners Notice | December 21, 2018 |
| v. Site Posted | December 22, 2018 |

B. Applicant Request:

The applicant, Tim Eck, requests to annex two contiguous parcels on West Hubbard Road into Kuna City Limits with an R-6 zoning designation. The subject sites are located at 3925 and 3625 West Hubbard Road, within Section 15, Township 2 North, Range 1 West (APN# S1315120800 & S1315120700). Additionally, the applicant also requests to rezone an adjoining parcel, approximately 38.98 acres, from agricultural to commercial. The subject site is located at 3003 North Ten Mile Road, within Section 15, Township 2 North, Range 1 West; (APN# S1315110051).

C. Exhibit Maps:

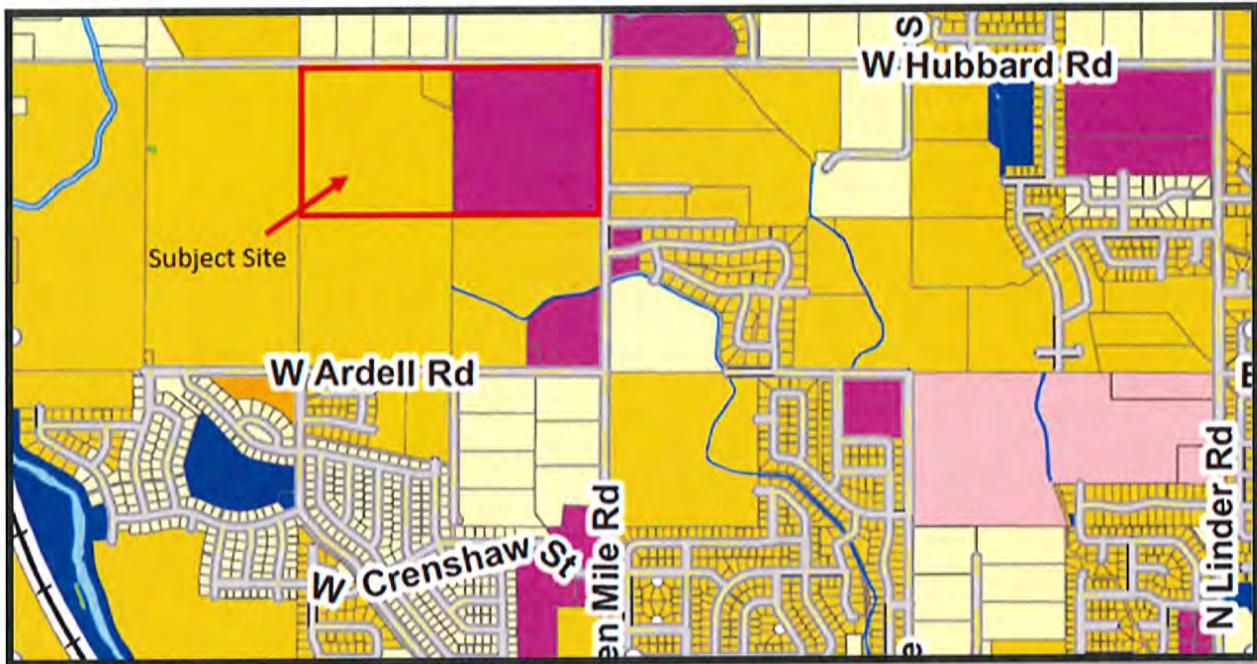


D. Site History:

Two parcels are currently within Ada County. The property of approximately 2.002 acres has served as residential property and the parcel of approximately 36.51 acres has historically been considered agricultural land. The parcel of approximately 38.98 acres on Ten Mile Road is within city limits and is currently zoned A (agricultural).

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations, it is not the actual zone. The Future Land Use Map identifies the 37.54-acre site and 2.002-acre site medium density residential and the 38.98-acre site as commercial (neighborhood and community).



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate a future trail through any of the three sites. However, a future bike path is shown along the future extension of Shayla Avenue. Accordingly, it is the City's goal and desire to increase the number of trails and pathways in Kuna. Staff highly recommends that developers design and construct trails and pathways, or work with Ada County Highway District to pay their proportionate share to comply with the Master Plan's goals by either starting a pathway, or extending current ones at time of development.



3. **Surrounding Land Uses:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
	A	Agricultural – Kuna City
West	A	Agricultural – Kuna City

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

Property Owner	Parcel Size	Current Zone:	Parcel Number
Thistle Farm, LLC	37.54 acres	RR, Ada County	S1418346600
Justin Blackstock	2.002 acres	RR, Ada County	S1315120700
Bodahl Farm, LLC	38.98 acres	A, Kuna City	S1315110051
Total Acres 78.522			

5. **Services:**

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

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

The 2.00-acre parcel contains one manufactured home. The front of the site contains landscaping typically associated with a residential lot (i.e. grass, trees and shrubs). The 36.51-acre parcel historically has been farmed and contains features associated with agricultural land. The Teed Canal lies within the 37.54-acre parcel. The Boise Project Board of Control has jurisdiction to operate and maintain this canal. The site is relatively flat with an estimated average slope of 0% to 3%. Bedrock depth is estimated to be between 20 and 40 inches and greater than 60 inches, according to the USDA Soil Survey for Ada County.

7. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area.

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

- Kuna School District Exhibit C-1
- Boise Project Board of Control..... Exhibit C-2
- Community Planning Association of Southwest Idaho (Compass) Exhibit C-3
- Idaho Transportation Department (ITD) Exhibit C-4

F. Staff Analysis:

The applicant requests to annex two parcels of approximately 37.54 acres and 2.002 acres into Kuna City limits with an R-6 (Medium Density Residential) zoning designation. City limits are contiguous to the eastern and western property lines. A residential subdivision will likely be proposed for these parcels in the future.

This project is adjacent to West Hubbard Road and North Ten Mile Road. All major public utilities are located approximately within 300 feet of the subject sites. Applicant is aware that development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal.

The Recreation and Pathways Master Plan Map does not indicate a future trail through either site. However, a future bike path is shown along the future extension of Shayla Avenue. Staff recommends that the applicant be conditioned to work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.

Additionally, the applicant proposes to rezone a parcel of approximately 38.98 acres from agricultural to commercial. Multifamily dwellings may be proposed for a portion of this parcel, with the balance as commercial.

Staff has determined the annexations and the rezone comply with the goals and policies for Kuna City, Title 5 and Title 6 of Kuna City Code; Idaho Code; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 18-07-AN (Annexation), 18-05-ZC (Rezone), subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65 Local Land Use Planning Act.

H. Factual Summary:

These parcels are both on West Hubbard Road and just west of North Ten Mile Road. The project consists of annexation of two parcels into Kuna City limits and rezoning of one parcel from agricultural to commercial. The first parcel is approximately 37.54 acres and proposed to be zoned R-6. The purpose of annexing this parcel is to create a residential subdivision. The second parcel is approximately 2.002 acres, and the purpose of annexing this parcel is to create a residential subdivision. The applicant requests rezone approval on the 38.98-acre lot for multifamily dwellings.

I. Proposed Findings of Fact:

Based upon the record contained in Case No's 18-07-AN and 18-05-ZC including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval/denial* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-07-AN, 18-05-ZC, a request for annexation and rezone approval by the applicant:

1. *The Kuna Planning and Zoning Commission approves/conditionally approves/denies the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

Comment: *The Kuna Planning and Zoning Commission held a public hearing on the subject applications on January 8, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Commission is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case Nos. 18-07-AN and 18-05-ZC, this proposal does/does not generally comply with the Comprehensive Plan.*

Comment: Kuna's Comprehensive Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.

3. Based on the evidence contained in Case Nos. 18-07-AN and 18-05-ZC, this proposal does/does not generally comply with City Code.

Comment: The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the objectives and considerations listed in Kuna City Code Title 5 and Title 6.

4. The Kuna Planning and Zoning Commission has the authority to recommend approval or denial of Case Nos. 18-07-AN and 18-05-ZC.

Comment: On January 8, 2019, the Commission voted to recommend approval/conditional approval/denial of Case Nos. 18-07-AN and 18-05-ZC.

5. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: As noted in the process and noticing sections, notice requirements were met to hold a public hearing on January 8, 2019.

J. Proposed Comprehensive Plan Analysis:

The Kuna Planning and Zoning Commission may accept or reject the Comprehensive Plan components, and has determined the proposed annexation and rezone requests for the sites *are/are not* consistent with the following Comprehensive Plan components as described below:

2.0 – Property Rights

Goal 1: Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in a private property "takings".

Policy: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criteria established to determine the potential for property taking.

6.0 – Land Use

Policy: Provide a variety of housing densities and types to accommodate various lifestyles, ages and economic groups.

Goal 2: Encourage a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.

Goal 3: Protect the quality of existing residential neighborhoods and ensure new residential development is sustainable. Provide a variety of housing opportunities to meet the needs of all Kuna residents.

Objective 3.1: Encourage and plan for the development of cohesive neighborhood units that incorporate a variety of housing densities and styles.

9.0 – Transportation

Goal 1: Promote and encourage bicycling and walking as transportation modes.

10.0 – Recreation

Goal 2: Integrate trails, pathways, bike lanes and greenway corridor systems into community life and development patterns.

Objective 2.1: Ensure that neighborhoods have easy access to open green space, pathways, trails and bike lanes.

12.0 – Housing

Goal 1: Provide a wide-range of housing to meet the needs of the current and future population. Ensure that housing is available throughout the community for people of all income levels and for those with special needs.

Objective 1.1: Encourage the construction of housing that is safe, affordable and designed to accommodate a range of income levels and lifestyles.

Policy: Encourage the development community to provide a variety of lot sizes, dwelling types, densities and price points.

Goal 3: Encourage high-quality residential development.

K. Proposed Kuna City Code Analysis:

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

Comment: *The proposed application adheres/does not adhere to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The Commission feels the sites (*are/are not*) physically suitable for development in the future.

Comment: *The 37.54-acre (approximate), 2.002-acre (approximate), and 38.98-acre (approximate) sites do/do not appear to be suitable for development in the future.*

3. The annexation and rezone requests (*are/are not*) likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

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

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

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

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

Comment: *The annexation and rezone requests appear to avoid detriment to surrounding uses. Commission did consider the annexation and rezone and the location of the property with adjacent uses.*

B. Proposed Conclusions of Law:

1. Based on the evidence contained in Case Nos. 18-07-AN & 18-05-ZC, Commission finds that Case Nos. 18-07-AN & 18-05-ZC *do/do not* adequately comply with Kuna City Code.
2. Based on the evidence contained in Case Nos. 18-07-AN & 18-05-ZC, Commission finds that Case Nos. 18-07-AN & 18-05-ZC generally *does/does not* comply with Kuna City Code.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

C. Recommended Conditions of Approval:

Note: These motions are for the recommendation of approval or denial of the annexation and rezone applications. However, if the Planning and Zoning Commission wishes to change specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval/denial* of Case No. 18-07-AN (Annexation) & 18-05-ZC (Rezone), an annexation request from Tim Eck, on behalf of Thistle Farms, LLC to annex approximately 39.56 acres into a residential subdivision and rezone approximately 38.98 acres for commercial use, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the drainage and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan from the City Engineer.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
 - d. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - e. The Kuna Municipal Irrigation District and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - f. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
 - g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation system of the City (KMID).

5. Street lights and parking lights for the sites shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
6. Parking within the sites shall comply with Kuna City Code.
7. Curb, gutter and detached sidewalk shall be installed throughout the proposed project sites and along the sites' frontages on West Hubbard Road and Ten Mile Road.
8. Applicant shall work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.
9. Fencing within and around the sites shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
10. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
11. Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
12. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 8th day of January, 2019.



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

Commission & Council Review Application

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

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

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

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

Contact/Applicant Information

Owners of Record: Thistle Farm, LLC., Justin Blackstock, Bodahl Farm, LLC.
 Address: 3925 W. Hubbard Rd.
 City, State, Zip: Kuna, ID 83634

Phone Number: 208-286-0520

E-Mail: timothyeck@me.com

Fax #: _____

Applicant (Developer): Thistle Farms, LLC.
 Address: 6152 W. Halfmoon Lane
 City, State, Zip: Eagle, ID 83616

Phone Number: 208-286-0520

E-Mail: timothyeck@me.com

Fax #: _____

Engineer/Representative: Bailey Engineering, Inc.
 Address: 4242 N. Brookside Lane
 City, State, Zip: Boise, ID 83714

Phone Number: 208-938-0013

E-Mail: kmiller@baileyengineers.com

Fax #: _____

Subject Property Information

Site Address:	<u>3925 W. Hubbard Rd.</u>
Site Location (Cross Streets):	<u>Hubbard Road and Ten Mile Road</u>
Parcel Number (s):	<u>S1315120800, S1315120700 & S1315110051</u>
Section, Township, Range:	<u>SEC 15 2N 1W</u>
Property size :	<u>3 parcels totaling 80 acres</u>
Current land use:	<u>Agriculture</u>
Proposed land use:	<u>40 acres R-6, 40 acres commercial</u>
Current zoning district:	<u>County and Agriculture</u>
Proposed zoning district:	<u>commercial</u>

Project Description

Project / subdivision name: TBD - Currently referred to as the Bodhal-Stiner Property

General description of proposed project / request: _____

The applicant is proposing to annex and rezone 40 acres of the development for a residential subdivision with an R-6 zoning designation which is in line with the Comprehensive plan. The remaining 39.51 acres we will be requesting a rezone from Agriculture to Commercial which is also reflected in the City of Kuna's Comprehensive Plan.

Residential 39.51 acres proposed for a residential subdivision (R-6 zoning designation)

Commercial 40 acres proposed for commercial, per the Comprehensive Plan

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: _____ Number of building lots: _____

Number of common and/or other lots: _____

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

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

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

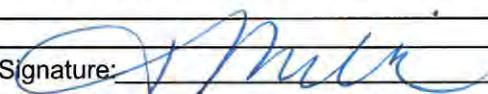
Proposed Parking: a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature:  Date: 11/20/18

Bailey Engineering, Inc.

CIVIL ENGINEERING | PLANNING | CADD

November 25, 2018

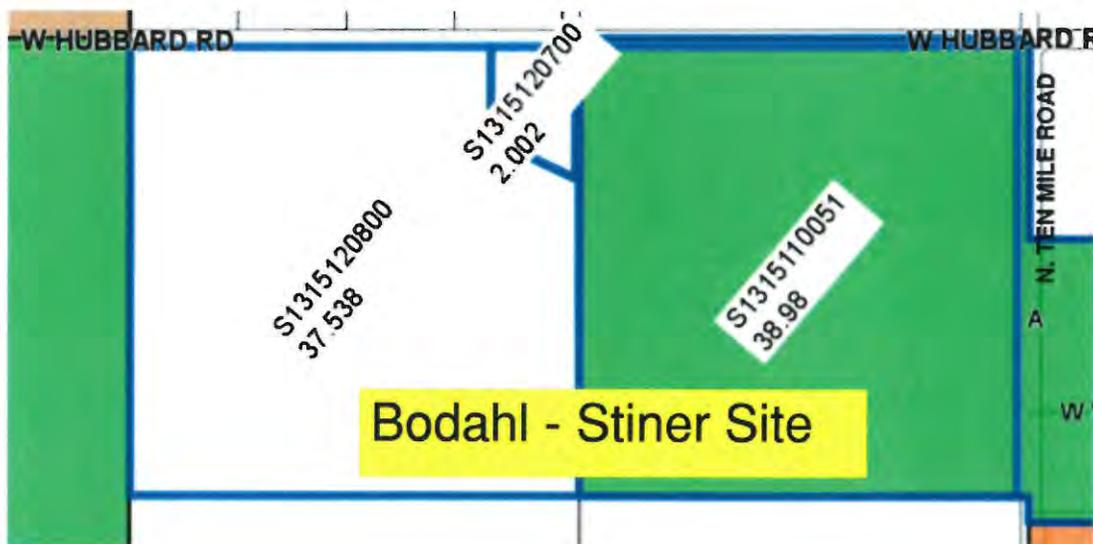
City of Kuna
Planning & Zoning Department
Kuna City Hall
751 W. 4th St.
Kuna, ID 83634

RE: **Bodahl-Stiner: Annexation and Rezone Application**

Dear Commissioners and City Council Members:

Bailey Engineering Inc., in conjunction with Thistle Farm, LLC is pleased to submit Annexation and Rezone applications for the Bodahl-Stiner Property, located on the southwest corner of W. Hubbard Road and N. Ten Mile Road.

The site consists of three parcels, totaling 79.51 acres. Parcel S1315110051, which is a 40-acre parcel has already been annexed into the city and the existing zoning designation is Agriculture. The two remaining parcels S1315120800 and S1315120700, totaling 39.51 acres, have yet to be annexed into the city however, are contiguous to previously annexed properties. With this application we are requesting an annexation and rezone for Parcels S1315120800 and S1315120700. In addition, we are requesting a rezone for Parcel S1315110051. All requests for rezone are in compliance with the City of Kuna's Comprehensive Plan.





Proposed Zoning

The City's Medium Density Residential (R-6) zone is proposed for the two parcels (S1315120800 and S1315120700) on the west portion of the site. The R-6 zone will "blend" the range of potential densities anticipated by the City's Comprehensive Plan. Applying the City's R-6 lot area, density, and setback standards throughout the entire 39.51 acres on the west portion of the site will provide consistency with future developments to the northeast, west and south, should they follow the City's Comprehensive Plan.

The 40 acres (S1315110051) on the southwest corner of W. Hubbard Road and N. Ten Mile Road, is proposed to be C-1 (multifamily/apartments), Commercial Designation as is called out in the City's Comprehensive Plan.

Adjoining Land Use

The properties that surround the subject lands are not all within Kuna's city limits however, they are located within the City of Kuna's area of impact.

North: County Property, Low Density Residential and undeveloped land
South: County Property undeveloped land
East: County Property and City of Kuna - Agriculture Designation
West: City of Kuna – Agriculture Designation

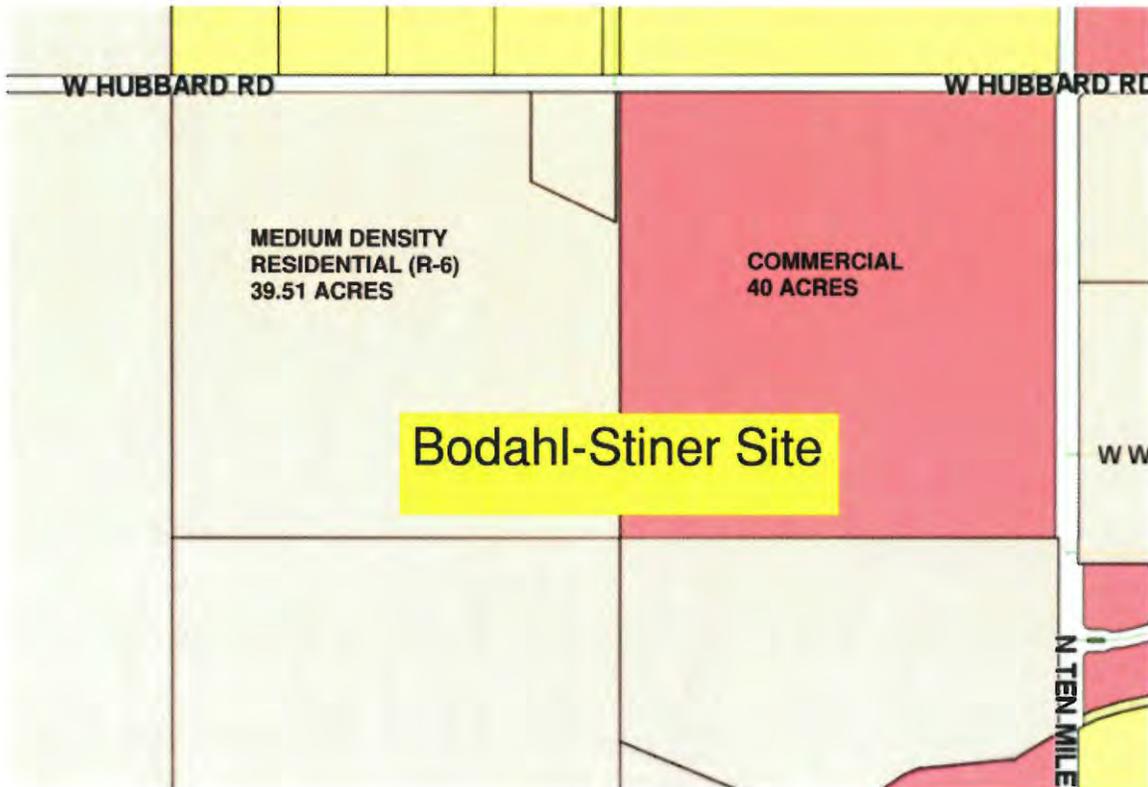
Comprehensive Plan

As depicted on the map below, the proposed development area spans two (2) land-use designations from the City of Kuna's Comprehensive Plan Future Land Use Map:

Medium Density Residential (R-4 through R-8)

Commercial (C-1 through C-3)

B Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD
Kuna's Comprehensive Plan Map



Neighborhood Meeting

A neighborhood meeting was held on September 12, 2018 at 6:30 p.m. at the Kuna Library. The neighborhood sign in sheet and certification has been included with this application.

The surrounding neighbors who attended the meeting came with questions pertaining to the proposed development of the site. With the 39.51 acres that we are requesting an R-6 zoning designation, we were able to explain, that would mean a residential subdivision with no greater than 6 units/acre. We explained frontage improvements, access points etc. It was also explained to the neighbors that with this application we are only requesting an annexation and rezone of the parcels and everything is very preliminary at this stage as no site plans, or preliminary plats have been produced.

B Bailey Engineering, Inc.

CIVIL ENGINEERING|PLANNING|CADD

Another concern heard from the neighbors was the impact to existing traffic conditions by developing this site. The process was explained that a Traffic Impact Study (TIS) must be conducted and thoroughly reviewed by the Ada County Highway District upon the submission of a Preliminary Plat application. A Traffic Impact Study is not required as part of an Annexation and Rezone application.

Summary

The proposed annexation and rezone application for the Bodahl-Stiner Property has carefully considered all aspects of the Kuna Zoning Ordinance, the Kuna Comprehensive Plan, site location and surrounding neighborhoods. We respectfully request your approval of these applications.

Sincerely,

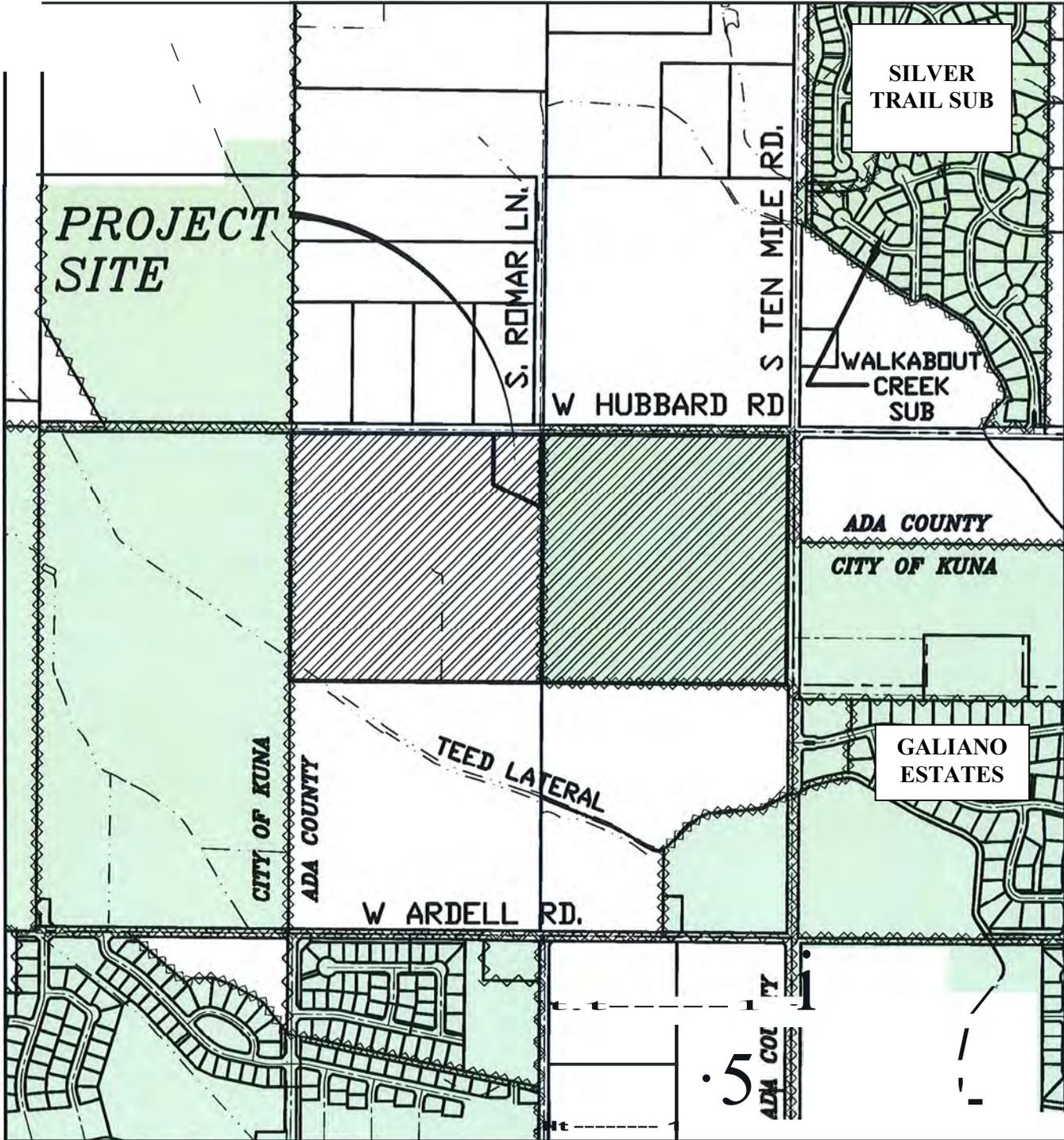


Katie Miller
Project Manager

VICINITY MAP

BODAHL-STINER PARCELS

A PORTION OF NE 1/4 OF SECTION 15
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN
KUNA, ADA COUNTY, IDAHO
2018



SCALE: 1" = 500'

received
9.19.2018 TB

Exhibit
A2c

**ANNEXATION AND REZONE DESCRIPTION FOR
THISTLE FARM LLC\BLACKSTOCK PROPERTIES**

The NW 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

BEGINNING at the N1/4 corner of said Section 15 from which the NE corner of said Section 15 bears South 89°40'47" East, 2647.06 feet;

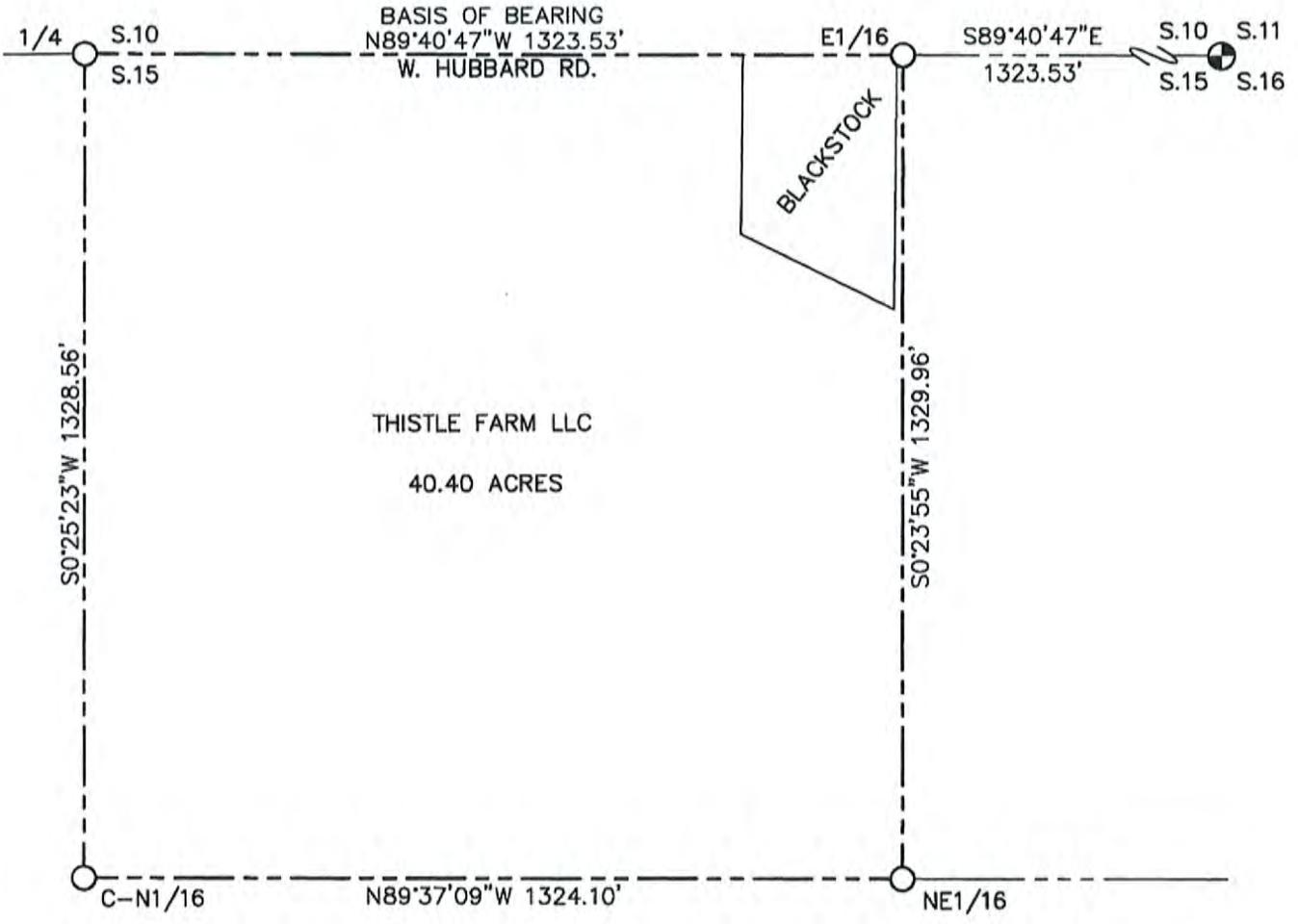
thence along the North boundary line of said Section 15 South 89°40'47" East, 1,323.53 feet to the E1/16 corner of said Section 15;

thence along the East boundary line of the NW 1/4 of the NE 1/4 of said Section 15 South 00°23'55" West, 1,329.96 feet to the NE1/16 corner of said Section 15;

thence along the South boundary line of the NW 1/4 of the NE 1/4 of said Section 15 North 89°37'09" West, 1,324.10 feet to the C-N1/16 corner of said Section 15;

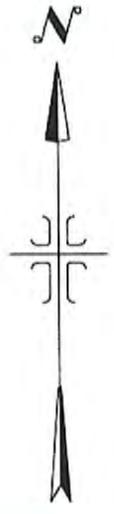
thence along the West boundary line of the NW 1/4 of the NE 1/4 of said Section 15 North 00°25'23" East, 1,328.56 feet to the **POINT OF BEGINNING**. Containing 40.40 acres, more or less.





THISTLE FARM LLC
40.40 ACRES

BLACKSTOCK



received
9.19.2018
TB



SCALE: 1" = 300'

S:\VSG Projects\Silver Holdings 18-211\dwg\Silver Holdings Annexation.dwg 9/5/2018 3:57:05 PM

	IDAHO SURVEY GROUP, LLC 9955 W. EMERALD ST. BOISE, IDAHO 83704 (208) 846-8570
	ANNEXATION EXHIBIT ___ DRAWING FOR THISTLE FARM\BLACKSTOCK PROPERTIES

LOCATED IN THE NW 1/4 OF THE NE 1/4 OF SECTION 15 T.2N., R.1W., B.M., ADA COUNTY, IDAHO	JOB NO. 18-211 SHEET NO. 1 DWG. DATE 9/5/2018
--	--

s89°40'47"e
1323.53



n00°25'23"e
1328.56

1329.96
s00°23'55"w



1324.1
n89°37'09"w

Thistle Farm\Blackstock Annexation-Rezone Closure Sheet

9/5/2018

Scale: 1 inch= 171 feet

File:

Tract 1: 40.3970 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5306 ft.

- 01 s89.4047e 1323.53
- 02 s00.2355w 1329.96
- 03 n89.3709w 1324.1
- 04 n00.2523e 1328.56

**DESCRIPTION FOR
BODAHL FARM LLC PROPERTY
REZONE**

A portion of the NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the NE corner of said Section 15 from which the N1/4 corner of said Section 15 bears North 89°40'47" West, 2647.06 feet;

thence along the North boundary line of said Section 15 North 89°40'47" West, 34.00 feet to a point on the West right-of-way line of S. Ten Mile Road, said point being the **REAL POINT OF BEGINNING**;

thence along said West right-of-way line South 00°23'28" West, 1,331.81 feet to a point on the South boundary line of the NE 1/4 of the NE 1/4 of said Section 15;

thence along said South boundary line North 89°35'51" West, 1,289.70 feet to the NE1/16 corner of said Section 15;

thence along the West boundary line of the NE 1/4 of the NE 1/4 of said Section 15 North 00°23'55" East, 1,329.96 feet to the E1/16 corner of said Section 15;

thence along the North boundary line of said Section 15 South 89°40'47" East, 1289.53 feet to the **REAL POINT OF BEGINNING**. Containing 39.40 acres, more or less.



EXHIBIT "A"

Legal Description of Property

The NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 West, Boise- Meridian, Ada County, Idaho.

Excepting Therefrom:

A 34 foot wide tract of land situated in the NE 1/4 of the NE 1/4 of Section 15, Township 2 North, Range 1 East, B.M., Ada County, Idaho, more particularly described in the Warranty Deed From Goldcreek Developers, LLC, an Idaho Limited Liability Company to Ada County Highway District, recorded October 20, 2011 as Instrument No. 111085168 and Re-Recorded November 3, 2011, as Instrument No. 111089981, Official Records.

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): S1315120700

A parcel lying in the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at the Northeast corner of said Section 15; thence West (assumed) 1,333.46 feet along the Section line (the centerline of Hubbard Lane) to a point, said point being the REAL POINT OF BEGINNING; thence Continuing West (assumed) 249.79 feet along said Section line to a point; thence South 00°38'00" West, 288.63 feet to a point; thence South 64°03'18" East, 276.30 feet to a point; thence North 00°38'00" East, 409.52 feet to a point, the REAL POINT OF BEGINNING.

Except Hubbard Road right-of-way.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

34601705597

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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ALTA Commitment for Title Insurance (08/01/2016)

**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company reserves the right to impose additional requirements or add exceptions that may become necessary once the terms of this transaction have been disclosed and/or upon review of this commitment by underwriting counsel.
6. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:
 - a. the personal execution and acknowledgment of any Deed, Deed of Trust, Mortgage or Special Power of Attorney to encumber, or convey the homestead by the vested owner and spouse, if any, or in the alternative
 - b. an affidavit, signed by the vested owner and spouse which states
 - i. that the land described herein is not their principal residence;
 - ii. the land is not claimed as homestead property; and
 - iii. their principal residence is

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: DBTV Agricultural Holdings, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Receipt of a satisfactory, fully executed, and notarized Affidavit of Title Indemnity.
9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B, PART I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien for services, labor or material not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Paragraphs 1 through 8 will not appear as printed exceptions on extended coverage loan policies, except as to such parts thereof which may be typed as shown below.

SPECIAL EXCEPTIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**SCHEDULE B, PART II
EXCEPTIONS**
(continued)

9. Water rights, claims or title to water, whether or not disclosed by the Public Records.
10. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
11. Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.
12. General taxes for the year 2017, which are a lien, payable on or before December 20, 2017 of said year and not delinquent until after said date.
13. Liens, levies and assessments, if any, of UNINCORPORATED ADA COUNTY. No search has been made.
14. Liens and assessments of the BOISE KUNA IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made.
15. Ditch, road and public utility easements as same may exist over said premises.
16. Right of way for Teed Lateral, and the rights of access thereto for maintenance of said canal/ditch/lateral.
17. Rights of the public to any portion of the Land lying within the area commonly known as Hubbard Road.
18. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
19. Exceptions and reservations contained in Deed from the STATE OF IDAHO
Recorded: May 18, 1921
Instrument No: Book 143, Page 12, of Official Records
Whereby said Grantor excepts all mineral rights as defined by Section 47-701 of Idaho Code.
20. Matters as disclosed by Record of Survey No. 565
Recorded: March 8, 1984
Instrument No: 8410916, of Official Records.
 - a.) Hubbard Road
21. Statement of Intent to Declare Manufactured Home as Real Property.
Recorded: August 12, 2015
Instrument No: 2015-073884, of Official Records.

END OF EXCEPTIONS

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p>Types of Information Collected. You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p>How Information is Collected. We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p>Use of Collected Information. We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p>When Information Is Disclosed. We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p>Choices With Your Information. Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p>Information From Children. We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p>Privacy Outside the Website. We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p>International Users. By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p>The California Online Privacy Protection Act. Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p>Your Consent To This Privacy Notice. By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p>Access and Correction; Contact Us. If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

34601705601

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent



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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): S1315120800

The Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho.

Except Hubbard Road right-of-way.

And except a parcel lying in the Northeast quarter of the Northwest quarter of the Northeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

Beginning at the Northeast corner of said Section 15; thence West (assumed) 1,333.46 feet along the Section line (the centerline of Hubbard Lane) to a point, said point being the REAL POINT OF BEGINNING; thence Continuing West (assumed) 249.79 feet along said Section line to a point; thence South 00°38'00" West, 288.63 feet to a point; thence South 64°03'18" East, 276.30 feet to a point; thence North 00°38'00" East, 409.52 feet to a point, the REAL POINT OF BEGINNING.

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AMERICAN
LAND TITLE
ASSOCIATION



**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. The Company reserves the right to impose additional requirements or add exceptions that may become necessary once the terms of this transaction have been disclosed and/or upon review of this commitment by underwriting counsel.
6. Because of the provisions of the Idaho Homestead Law (Chapter 10, Title 55, I.C.), the company will require:
 - a. the personal execution and acknowledgment of any Deed, Deed of Trust, Mortgage or Special Power of Attorney to encumber, or convey the homestead by the vested owner and spouse, if any, or in the alternative
 - b. an affidavit, signed by the vested owner and spouse which states
 - i. that the land described herein is not their principal residence;
 - ii. the land is not claimed as homestead property; and
 - iii. their principal residence is

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**SCHEDULE B, PART I
REQUIREMENTS**

(continued)

7. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: DBTV Agricultural Holdings, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

8. Receipt of a satisfactory, fully executed, and notarized Affidavit of Title Indemnity.
9. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

GENERAL EXCEPTIONS

1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land and not shown by the Public Records.
4. Any lien or right to a lien for services, labor or material not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Paragraphs 1 through 8 will not appear as printed exceptions on extended coverage loan policies, except as to such parts thereof which may be typed as shown below.

SPECIAL EXCEPTIONS

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**SCHEDULE B, PART II
EXCEPTIONS**

(continued)

9. Water rights, claims or title to water, whether or not disclosed by the Public Records.
10. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
11. Any off record facts, encumbrances, easements or possessory claims, a survey or inspection would disclose.
12. General taxes for the year 2017, which are a lien, payable on or before December 20, 2017 of said year and not delinquent until after said date.
13. Liens, levies and assessments, if any, of UNINCORPORATED ADA COUNTY. No search has been made.
14. Liens and assessments of the BOISE KUNA IRRIGATION DISTRICT, and the rights, powers and easements of said district as by law provided. No search has been made.
15. Ditch, road and public utility easements as same may exist over said premises.
16. Right of way for Teed Lateral, and the rights of access thereto for maintenance of said canal/ditch/lateral.
17. Rights of the public to any portion of the Land lying within the area commonly known as Hubbard Road.
18. Rights of way for ditches, tunnels, telephone and transmission lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code 1947.
19. Exceptions and reservations contained in Deed from the STATE OF IDAHO
Recorded: May 18, 1921
Instrument No: Book 143, Page 12, of Official Records
Whereby said Grantor excepts all mineral rights as defined by Section 47-701 of Idaho Code.
20. The land described herein shall not be deemed to include any house trailer, modular home, manufactured home, or mobile dwelling located on the premises.
21. Unrecorded 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.

END OF EXCEPTIONS**NOTES**

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

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**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<p><u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.</p>	<p><u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.</p>
<p><u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.</p>	<p><u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.</p>
<p><u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.</p>	<p><u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.</p>
<p><u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.</p>	<p><u>International Users.</u> By providing us with you information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.</p>
<p><u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.</p>	
<p><u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.</p>	<p><u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.</p>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354



Neighborhood Meeting Certification

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

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A-3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

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

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

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

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

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

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

Description of proposed project: 79.51 acres proposed to annexation + rezone
 Date and time of neighborhood meeting: 9/12/18 6:30pm
 Location of neighborhood meeting: Kuna Public Library

SITE INFORMATION:

Location: Quarter: _____ Section: 15 Township: _____ Range: _____ Total Acres: 79.51
 Subdivision Name: N/A Lot: _____ Block: _____
 Site Address: 3003 N. Ten Mile Rd. Tax Parcel Number(s): S1315110051,
3625 W. Hubbard Rd. S1315120700
 Please make sure to include **all** parcels & addresses included in your proposed use. S1315120800

CURRENT PROPERTY OWNER:

Name: Thistle Farm, LLC
 Address: 6152 W. Halfmoon Ln City: Eagle State: ID Zip: 83616

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

Name: Katie Miller Business (if applicable): Bailey Engineering, Inc.
 Address: 4242 N. Brookside Ln City: Boise State: ID Zip: 83714

received
9.19.2018 TB

PROPOSED USE:

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

Application Type

Annexation

Re-zone

Subdivision (Sketch Plat and/or Prelim. Plat)

Special-Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

Brief Description

Annex 39.51 acres into the city of Kuna
Rezone 40 acres from Agriculture to Commert.
Rezone 39.51 acres to an R-6 designation

APPLICANT:

Name: Katie Miller - Bailey Engineering, Inc.

Address: 4242 N. Brookside Ln.

City: Boise State: ID Zip: 83614

Telephone: 208-938-0013 Fax: _____

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

Signature: (Applicant)  Date 9/18/18

SIGN IN SHEET

PROJECT NAME: Bodahl-Stiner

Date: 9/12/18

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	Tammy Harmon	3620 W. Hubbard Rd	83634	970-218-7543
2	Vicki Johnston	3720 W Hubbard Rd	83634	208-863-9314
3	Vicki de la Concepcion	16821 Purple Sage Rd		208-459-3232
4	property mated	3250 West Hubbard Rd	83634	
5	David McMuller	3800 W. Hubbard Rd	83634	208-922-4068
6	Jan Rudeen	1409 W Oak Tree	2086399451	208-922-1945
7	Sharon Fisher	1432 W Heartland	83634	208 283 0818
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City of Kuna
**COMMITMENT TO
PROPERTY POSTING**

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

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

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

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

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

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

Applicant/agent signature:

Date:

CITY OF KUNA PUBLIC HEARING NOTICE

Kuna Planning & Zoning Commission

THE CITY OF KUNA will hold a public hearing on January 8, 2019
at 6:00 PM at Kuna City Hall 751 W. 4th Street, Kuna, ID.

PURPOSE: Rezoning of 1 LOT (S1315110051-40 acres)
from Agriculture to C-1 Commercial and Annexation and
Rezone of 2 LOTS (S1315120800 & S1315120700-39.56
acres) from County Agriculture property to R-6 Medium
Density Residential.

PROPERTY LOCATION: SW corner of W. Hubbard Rd. and
N. Ten Mile Rd.

APPLICATION BY: Bailey Engineering, Inc.

CASE #: 18-07-AN (Annexation) & 18-05-ZC (Rezone)

CONTACT: Sam Weiger (208)922-5274 sweiger@kunaID.gov

12/20/2018

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CONTACT: Sam Weiger (208)922-5274 sweiger@kunaID.gov

12/20/2018

January 2, 2019

City of Kuna
Planning and Zoning Department
751 W 4th St
Kuna, ID 83634

Reference: 18-07-AN & 18-05-ZC

The corner was zoned for commercial what is it being rezoned to? What is intended for the corner?
How will you accommodate for commercial traffic on the corner?

The agricultural site at 3625 Hubbard is being requested for R-6. Is there a possibility it could be low density of 1 single family residence per acre? There is no egress on the dead end road for that amount of cars that would be in an R-6 subdivision. How will you accommodate for the traffic on the dead end road from a subdivision?

The irrigation water that goes through that place supplies waste water and irrigation water for the places across the street. How will the waste water be forwarded through a subdivision? Will you have paved ditches? How will the places with water rights get their water? Will there be access to the ditches in case of silt build up?

Will there be a round-about or a 4 way signal light on Hubbard and 10 Mile for the traffic?

If a subdivision, what type of sewer system will you have?

Will it have a park for children to play or neighborhood picnics?

Will there be natural gas in the subdivision?

Where will the school buses go and turn around?

What is the difference of having it in the county or annexed into the city?

Thank you for allowing questions since you are looking at something that will impact our lives significantly.

Sincerely,

Vicki Johnston

Sam Weiger

From: Brenda Saxton <bsaxton@kunaschools.org>
Sent: Thursday, November 15, 2018 5:40 PM
To: Sam Weiger
Subject: Re: Kuna Planning and Zoning Request for Comment - Case No. 18-07-AN (Annexation) and Case 18-05-ZC (Rezone)
Attachments: image002.png

Only request would be a area at entrance for student's to wait for the bus.

Thank you,
Brenda Saxton

On Thu, Nov 15, 2018 at 9:32 AM Sam Weiger <sweiger@kunaid.gov> wrote:

November 15, 2018

Notice is hereby given that the following action is under consideration by the City of Kuna:

FILE NUMBER	18-07-AN (Annexation) & 18-05-ZC (Rezone) Bodahl-Steiner Annexation
PROJECT DESCRIPTION	Tim Eck is requesting an Annexation (AN) and a Rezone (ZC) in order to annex and rezone approximately 40 acres for a residential subdivision within an R-6 zoning designation. For the remaining approx. 40 acres, the applicant proposes a rezone from Agriculture to Commercial. (APN: S1315120800, S1315120700, S1315110051)
SITE LOCATION	3925 W. Hubbard Road, Kuna, Idaho 83634
APPLICANT/ REPRESENTATIVE	Tim Eck 6152 West Halfmoon Lane Eagle, ID 83616 208.286.0520 timothyeck@me.com
SCHEDULED HEARING DATE	Tuesday, January 8, 2018

RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
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

16 November 2018

RECEIVED
NOV 19 2018
CITY OF KUNA

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

RE: Tim Eck
3925 W Hubbard Rd, Kuna
Boise-Kuna Irrigation District
Teed Lateral 234+50, 257+50
Sec. 15, T2N, R1W, BM.

18-07-AN, 18-05-ZC

BK-285A, 285, 284

Sam Weiger, Planner I:

The United States' Teed Canal lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert the federal easement 25 feet south and west and 25 feet north and east of the canal's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass or gravel) within its easements, as this will certainly increase our cost of maintenance. Easement must remain a flat drivable surface.

Fencing and pathways (as may be required) must be constructed just off the canal easement, to insure public safety and prevent encroachments.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

RECEIVED

NOV 19 2018

CITY OF KUNA

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

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

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and is (to include all appurtenant boxes and/or structures) and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

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

Should there be any small (neighborhood) irrigation ditches on this site, the developers and/or landowners will be obligated to protect them and allow water to pass to downstream neighbors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss a pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

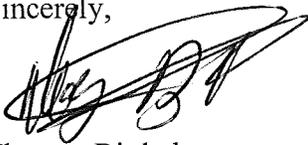
Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Future preliminary and final plats must call out the Project easements and the plats must also note, which lots have surface irrigation water rights and which lots do not.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

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

tbr/tr

cc: Clint McCormick Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File

RECEIVED
NOV 19 2018
CITY OF KUNA

Communities in Motion 2040 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2040 (CIM 2040)*, the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2040 goals.

Development Name: Bodahl-Steiner

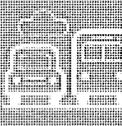
Agency: Kuna

CIM Vision Category: Future Neighborhoods

New households: ±240

New jobs: ±500

Exceeds CIM forecast: Yes

	<p>CIM Corridor: N/A Pedestrian level of stress: R-Hubbard Rd Bicycle level of stress: R-Hubbard Rd</p>	<p>Level of Stress considers facility type, number of vehicle lanes, and speed. Roads with G or PG ratings better support bicyclists and pedestrians of all ages and comfort levels.</p>
	<p>Housing within 1 mile: 1,105 Jobs within 1 mile: 180 Jobs/Housing Ratio: 0.2</p>	<p>A good jobs/housing balance – a ratio between 1 and 1.5 – reduces traffic congestion. Higher numbers indicate the need for more housing and lower numbers indicate an employment need.</p>
	<p>Nearest police station: 1.9 miles Nearest fire station: 2.8 miles</p>	<p>Developments within 1.5 miles of police and fire stations ensure that emergency services are more efficient and reduce the cost of these important public services.</p>
	<p>Farmland consumed: Yes Farmland within 1 mile: 1,236 acres</p>	<p>Farmland contributes to the local economy, creates additional jobs, and provides food security to the region. Development in farm areas decreases the productivity and sustainability of farmland.</p>
	<p>Nearest bus stop: >4 miles Nearest public school: 1 mile Nearest public park: 0.9 miles Nearest grocery store: 3.3 miles</p>	<p>Residents who live or work less than ½ mile from critical services have more transportation choices. Walking and biking reduces congestion by taking cars off the road, while supporting a healthy and active lifestyle.</p>

Recommendations

A site plan was not provided with this development. The application identifies approximately 40 acres of commercial space which could create 500 jobs at this location. This would exceed the employment forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands. There are no fixed route bus service to this area and there are no plans for additional service in the ValleyConnect 2.0 plan.

This location is still in a largely farmland area, with over 1,000 acres of farmland within one mile. Nearby services, such as schools, parks, emergency services, grocery, and other stores are likely accessed only by vehicle and there are no plans for public transportation to this location. However, a mixed use development as proposed by the rezone, could encourage shorter trips and non-motorized trips.

More information about COMPASS and *Communities in Motion 2040*:

Web: www.compassidaho.org

Email info@compassidaho.org

More information about the development review process:

<http://www.compassidaho.org/dashboard/devreview.htm>



COMPASS
 COMMUNITY PLANNING ASSOCIATION
 of Southwest Idaho



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

November 28, 2018

Sam Weiger
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

Development Application	18-07-AN, 18-05-ZC
Project Name	BODAHL-STEINER ANNEXATION
Project Location	3925 Hubbard Road, southwest corner of West Hubbard Road and North Ten Mile Road, west of SH-69 milepost 4.0
Project Description	Annexation and a Rezone in order to annex and rezone approximately 40 acres for a residential subdivision within an R-6 zoning designation. For the remaining approximate 40 acres the applicant proposes a rezone from Agriculture to Commercial.
Applicant	Tim Eck

The Idaho Transportation Department (ITD) reviewed the referenced annexation and rezone applications and has the following comments:

1. This project does not abut the State highway system.
 2. Future development of this parcel will require submittal of trip generations to ITD, and may require a Traffic Impact Study (TIS).
 3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
 4. IDAPA 39.03.60 rules govern advertising along the State highway system. Signs may only display advertising specific to the property on which they are installed. The applicant can contact Justin Pond, Program Manager for ITD's Headquarters Right-of-Way Section at (208) 334-8832 for more information.
-



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028

(208) 334-8300 • itd.idaho.gov

5. ITD does not object to the annexation and rezone as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sarah Arjona', written in a cursive style.

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov

ORDINANCE _____

CITY OF KUNA, IDAHO
ZONING ORDINANCE AMENDMENT

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

- **MAKING CERTAIN FINDINGS; AND**
- **AMENDING SUBSECTION 2 OF SECTION 6 OF CHAPTER 1 OF TITLE 5 KUNA CITY CODE BY THE ADDITION OF THE FOLLOWING: “DATA PROCESSING FACILITY”, “OFFICE (HOME OCCUPATION),” “REPAIR SERVICE,” RESEARCH AND DEVELOPMENT BUSINESS,” AND “RESEARCH AND DEVELOPMENT FACILITY” TO “MEANINGS OF TERMS OR WORDS”; AND**
- **AMENDING SECTION 2, CHAPTER 3, TITLE 5 OF THE KUNA CITY CODE, REGARDING THE DEFINITION BOOK TITLED, “A PLANNERS DICTIONARY” UTILIZED FOR LAND USE DEFINITIONS; THE OFFICIAL SCHEDULE OF ZONING DISTRICT REGULATIONS AND THE “LAND USE TABLE” THEREIN; AND AMENDING DESIGNATIONS OF THE ZONING DISTRICT PERMITTED LAND USES AND DESIGNATIONS OF LAND USES WITHIN ZONING DISTRICTS THAT REQUIRE A SPECIAL USE PERMIT; AND MAKING TECHNICAL AMENDMENTS TO THE “LAND USE TABLE FOOTNOTES”; AND**
- **ADDING CHAPTER 5, TITLE 5 OF THE KUNA CITY CODE, BY ADDING A NEW SECTION 7 BY RECODIFYING SECTION 5-5-6 TO SECTION 5-5-7 WITHOUT ANY AMENDMENT TO THE PROVISIONS THEREIN; AND**
- **AMENDING CHAPTER 5, TITLE 5 BY THE ADDITION THERETO OF A NEW SECTION 6 PROVIDING FOR ZONING REGULATIONS FOR SOLID WASTE ENCLOSURES AND LOCATIONS; AND**
- **AMENDING SECTION 3, CHAPTER 9, TITLE 5 TITLED “PARKING SPACE REQUIREMENTS” MAKING TECHNICAL AMENDMENTS TO THE PARKING SPACE REQUIREMENTS FOR APARTMENTS AND MULTI-FAMILY DWELLINGS DEVELOPMENTS;**
- **AMENDING SECTION 12 OF CHAPTER 17, TITLE 5 TITLED “BUFFER AREAS; COMMON LOTS” PROVIDING FOR DESIGN REQUIREMENTS AND ADDING DESIGN REQUIREMENTS FOR APARTMENTS AND MULTI-FAMILY DEVELOPMENTS;**
- **PROVIDING A SEVERABILITTY CLAUSE**

- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

Section I: The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the state of Idaho and is authorized under the provisions of 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts and zoning ordinances are established and codified in Title 5 of the Kuna City Code and are known and cited as the Kuna Zoning Regulations; and
- 1.2 A legislative proposal has been made which includes amendments to the Kuna Zoning Regulations inclusive the following Sections of the Kuna City Code:
 - Amending Section 5-1-6-2 “Meaning and Terms or Words”
 - Amending Section 5-3-2 “Official Schedule of District Regulations”
 - Re-codifying Section 5-5-6 to Section 5-5-7 and adding a new Section 5-5-6 “Regulations for Solid Waste”
 - Amending Section 5-9-3 “Parking Space Requirements”
 - Amending Section 5-17-12 “Buffer Areas; Common Lots” (the “Legislative Proposal for Amendments to the Kuna Zoning Regulations”); and
- 1.3 The Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on _____, 2019, as required by Sections 67-6511 and 67-6509, Idaho Code, made findings (approved by the Commission on _____) where it was recommended to the Mayor and Council that this Legislative Proposal for Amendments to the Kuna Zoning Regulations be approved; and
- 1.4 The Kuna City Council, pursuant to public notice as required by law, held a public hearing on _____, on the Legislative Proposal for Amendments to the Kuna Zoning Regulations, as required by Sections 67-6511 and 67-6509, Idaho Code, and in accordance with the provisions of Kuna City Code Section 5-1A-7 the City Council has made findings (approved on _____) and determined that the Legislative Proposal for Amendments to the Kuna Zoning Regulations be approved; and
- 1.5 It is necessary that the City Council adopt this Ordinance, as required by Section 67-6511(2) Idaho Code and Kuna City Code § 5-1A-7G, to complete the process of implementing the decision of the Kuna City Council to adopt and enact the Legislative Proposal for Amendments to the Kuna Zoning Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section II: That Subsection 2 of Section 6, Chapter 1 of Title 5 Kuna City Code be and the same is hereby amended to read as follows:

5-1-6-2: - MEANINGS OF TERMS OR WORDS:

For the meanings of zoning terms or words not found in Kuna City Code 5-1-6-2, the city staff shall rely upon the latest *A Planners Dictionary*, edited by Michael Davidson and Fay Dolnick, American Planning Association and Planning Advisory Service, for interpretation purposes.

DATA PROCESSING FACILITY: Facilities where electronic data is processed by employees, including, without limitation, data entry, storage, conversion or analysis, maintenance or compiling of documents, subscription and credit card transaction processing, telephone sales and order collection, mail order and catalog sales, and mailing list preparation.

OFFICE (HOME OCCUPATION): A business within a dwelling in which there is no more than one customer coming or going from the dwelling at any time.

REPAIR SERVICE: A business that engages in repair of various items including but not limited to computers, electronic devices, lawnmowers, small appliances, small engines, watches and clocks.

RESEARCH AND DEVELOPMENT BUSINESS: A business that engages in research, or research and development, of innovative ideas in technology-intensive fields.

RESEARCH AND DEVELOPMENT FACILITY: A use engaged in research and development, testing, assembly, repair, and manufacturing in the following industries: biotechnology, pharmaceuticals, medical instrumentation or supplies, communications and information technology, electronics and instrumentation, and computer hardware and software. Office, warehousing, wholesaling, and distribution of the finished products produced at the site are allowed as part of this use if the use falls within the above listed industries.

Section III: That Section 2, Chapter 3 of Title 5 Kuna City Code be and the same is hereby amended to read as follows:

5-3-2: - OFFICIAL SCHEDULE OF DISTRICT REGULATIONS:

The official schedule of district regulations is divided into six (6) land use group types: Agriculture, residential, commercial, office, industrial and public. These categories have been established and distinguished from one another for the purposes of determining which district is most compatible with a given land use category; however, this assignment does not necessarily preclude placement of a land usage in another land use group.

A. *How to use the city's land use table to find land use application:*

1. Find the land use sought in one of the six (6) general land use types.
2. Read across the land use table on the line corresponding to the identified land use type and determine its use status in relation to each of the fifteen (15) identified land use zones located on the land use table by observance of the symbol "P", which represents uses outright permitted in a zoning district or the symbol "S", which represents uses that must be conditionally approved in a zone district through acquisition of a special use

permit. The absence of a letter symbol within a zoning field means the use is not permitted in that zone.

3. Even though the land use table identifies ~~approximately two hundred twenty-five (225)~~ several different types of land use, it does not reflect all known land use types that may wish to locate within the City of Kuna and therefore may not identify a use sought. The director or assign shall interpret the appropriate zoning district for land uses not specifically described in the land use table and determine their placement status in a particular zone by comparing the requested land use to similar type uses identified on the land use table through an administrative determination process. When several land uses are proposed to be combined together on a land use parcel or need to be reconciled to determine their placement in a zone, the most intensive of the land uses shall be considered as the primary activity and relied upon for establishing zoning placement status. Appeal of the director's land designation determination is to the city council through an appeals process.

4. Many of the land uses identified in the land use table are defined at KCC 5-1-6-2. In the event the definition is not listed there, please refer to staff's copy of, "~~The Latest Edition of the Illustrated Book of Development Definitions~~A Planners Dictionary" edited by Moskowitz—Michael Davidson and Lindbloom—Fay Dolnick, American Planning Association Planning Advisory Service for land use definition. If the term sought is not found in either location, the city staff ~~will may typically~~ refer to another Treasure Valley jurisdiction's terminology for land use definition.

LAND USE TABLE

Land Uses	Districts															
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P	
Agriculture, General 1-26	P	P											S	S	P	
Accessory Dwelling Unit (aka mother in-law quarters/Carriage House) 52	P	P	P	P	S											
Accessory Use 7-26	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Adult Bookstore 7-15-16											S					
Agri-tainment 15	P	P													P	
Agritourism	S	S													S	
Airport, Landing Strip 15-26	S												S	S	S	
Alcohol Consumption on-site/off-site 15-27		P ₃₈	P ₃₈	S	S	S	S	S	S ₄₈		P ₃₈					
Amusement Center (indoor) 7-15									<u>S</u> <u>P</u>	S	S	S				
Amusement Center (outdoor) 7-15									<u>P</u> <u>S</u>	S	S		S		S	
Animal Grooming 7-15	<u>P</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>S</u>				<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				
Animal Hospital 7-15-26	<u>S</u> <u>P</u>	S									P		P	P	S	
Animal Shelter 7-15-26	S												S		S	
Appliance Repair 7-15		S	S	S	S	S	S	P	P	P	P	P	P			
Aquaculture	S												S	S	S	
Aquarium 7-15								S	P	P	P	P	S		P	
Arboretum 15	P	P	P	P	P	P	P	P	P	P	P	P			P	
Archery Range 7-15-37	P	S							P ₄₅	P ₄₅	P		P			
Art Gallery/Studio 7-15-31		S	S	S	S	S	S	P	P	P	P	P	P			
Asphalt Plant 7-15														S		
Assisted Living, Retirement Living , Congregate Living 7-15-53	<u>P</u>	S	S	S	S	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>		P							
Auction Sales 7-15-43	S ₄₁	S ₄₁							S	S	P		P			
Auditorium 7-15								S	P	P	P	P	S		P	
Automobile Body, Paint Shop 7-15											S		P	P		
Automobile Detailing 7-15								S	P	P	P	S	P	P		
Automobile Rental/Sales 15								S	P	P	P	P	P			

Land Uses	Districts														
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P
Automobile Repair 7-15									S	P	P	S	P	P	
Bakery or Baked Goods Store 7-15		S	S	S	S	S	S	S	P	P	P	P	P		
Bank, Credit Union, Savings and Loan 7-15		S	S	S	S	S	S	P	P	P	P	P	P		
Banquet Facility 7-15-27		S	S	S	S	S	S	P	P	P	P	P			
Barber Shop/Beauty Salon 7-15		S	S	S	S	S	S	P	P	P	P	P	P		
Batch Plant 7-15-26														S	
Bed and Breakfast 15	S	S	S	S	S				S			S			
Beekeeping (Hives)	P	P													
Beer and Wine Production 7-15-27	P	S	P ₁₁	P ₁₁							P		P		
Berry and Bush Crop/Vineyard	P	P											P		P
Beverage Bottling Plant 7-15-26-53										S	S		S	S	
Bicycle Shop 7-15		S	S	S	S	S	S	P	P	P	P	P	P		
Billboard Manufacturing 7-15-53													P	P	
Billboards 7-35	S													S	
Biomass	S													P	
Boarding/[Rooming] House 7-15-53		S			S	S	S		P ₆			P ₆			
Bookstore 7-15		S	S	S	S	S	S	P	P	P	P	P	P		
Botanical Garden 15	P	P	P	P	P	P	P	P	P	P	P	P	S		P
Bowling Alley 7-15								S	P	P	P	P			
Cabinet Shop—Manufacturing 7-15									S	S	S		P	P	
Call Center 7-15										S	P	P	P		
Car Wash 7-15								P	P	P	P	P	P		
Caretaker 13	P	P							P	P		S	S		
Carnival/Circus 15-23									P	P	P	P			P
Catering 7-15		S	S	S	S	S	S	P	P	P	P	P	P		
Cell Tower/Telecommunication 7-12-15	S	S								S	S	S	S	S	S
Cement or Clay Products Manufacturing 7-15-26-53														S	
Cemetery or Mausoleum 15-30	P	S			S	S	S		S	S					S
Chemical Storage and Manufacturing 7-15-26-53														S	
Child Care, Center (13+ children) 7-15-49-51		S	S	S	S	S	S	S	S	S	S				

Land Uses	Districts														
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P
Child Care, Group (7 - 12 children) 49		S	S	S	S				S	S	S	S			
Child Care, Home (1 - 6 children) 49-51		S	S	S	S										
Church or Place of Worship 7-15-36	S	P	P	P	P	S	S	S	S			<u>S-P</u>			
Community Center/Grange/Assembly Use 7-15	S	S	S	S	S	S	S	P	P	P			P		P
Community/Urban Garden 1-7-15	P	P	P	P	P	P	P	P	P	P	P	P	P		P
Contractor's Storage Yard 7-26	S												S	P	
Convenience Store (not including fuel sales) 7-15									P	P	P	P	P	P	
Dairy Product Processing 7-15-53	S												S	S	
<u>Data Processing Facility</u>										<u>S</u>	<u>P</u>		<u>P</u>		
Digital/Electronic Verbiage Signage 7-15								S	S	S	S		S	S	S
Dispatch Center 7-15-34-47									<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>S</u>	<u>P</u>	
Distillery Production	<u>P</u>								<u>S</u>	<u>S</u>	S		S	P	
Distributing Center 7-15-26-53													S	S	
<u>Dog Grooming</u> 7-15	<u>P</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>S</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>		
Drive-in Restaurant 7-15-26-46								P	P	P	P	P	P		
Drive-in Theater 7-15	S	S							S	S	S				
Drive-through Business 7-15-34			S	S	S	S	S	S	P	P	S	S	S		
Driving School									P	P	P	P	P		P
Dry Cleaners 7-15								S	S	S	S	S	S		
Dry-Cleaning Plant 7-15-53													S	S	
Dwelling, Condominium/Townhouse/ Garden Apartment 5-7-15-53				S ₇	P ₇	P ₇	P ₇		P₇				P _{6,7}		
Dwelling, duplex 5		S	P	P	P	P	P								
Dwelling, multifamily/Apartments (3 or more units under one roof) 5-15-53		<u>S₇</u>	S₇	S ₇	<u>P₇</u>	P ₇	P ₇		<u>P₇</u>						
Dwelling, single-family 5	P	P	P	P	P	P	P		P ₆			P ₆			
Emergency Care Facility/Clinic 7-15		S	S	S	S	S	S	P	P	P	P	P	P		
Energy System, production through renewable sources	S												S	S	

Land Uses	Districts															
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P	
Equipment Sales and Rental (Light Equipment) 7-15-21		S	S	S	S	S	S	S	P	P	P	S	P			
Equipment Sales (Large and Heavy Equipment) 7-15-26-43													S	S		
Exhibition Hall 7-15								P	P	P	P	P	S		P	
Explosive/Chemical Manufacturing and Storage														S		
Fairground 7-15	S	S											S		S	
Farm Animals (Domestic) 2, 4	P	P	S										S	P	P	
Farm Implement, Trailer and Manufactured Home Repair 7-15	S									P	P		P	P		
Farm Implement, Trailer, Manufactured Home and Sales Yard 7	S									P	P		P	P		
Farmer's Market 15-23	S								P	P		P			P	
Feed Store 15-26	S								P	P	P	S	P			
Feedlot or Dairy 26	S															
Financial Services 7-15		S	S	S	S	S	S	P	P		P	P	P			
Fish Farm 15	S												S		S	
Flea Market/Swap Meet 15-23									S	S	S	<u>S</u>	<u>P</u>	S	S	<u>S</u>
Florist 7-15		S	S	S	S	S	S	P	P	P	P	P	S			
Flower Gardening	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Food Processing Plant over 5,000 sq. ft. building 7-15-26-53										S			S	P		
Food Processing under 5,000 sq. ft. building 7-15-26										S	S	S	P	P		
Fraternity/Sorority/Dormitory/Residential Hall 5, 7		S	S						S	S	S	S			S	
Freight Terminal 7-15-26-53													S	S		
Fuel Sales									S	S		S	S	S	S	
Fuel Yard (Explosive, Storage, Manufacturing) 7-15-26														S		
Fuel Yard (Nonexplosive, Storage and Retail) 7-15-26														S		
Funeral Home/Mortuary 7-15								S	S	S	S	S	S			
Furniture Restoration/Refinishing 7-15									P	P	P	S	P	P		
Furniture Shop Retail 7-15								P	P	P	P	P	S			

Land Uses	Districts														
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P
Gardening (for home consumption on-site) ¹	P	P	P	P	P	P	P	P	P	P	P	P	P		P
Gift Shop ⁷⁻¹⁵		S	S	S	S	S	S	P	P	P	P	P			
Golf Course and Country Club ⁷⁻¹⁵		P	P	P	P	P	P	P	P						P
Grain (Feed and Seed Processing and Sales) ⁷⁻¹⁵	P												S	S	
Grain Storage—Bulk ⁷⁻¹⁵	P												S	S	
Grazing/Raising Domestic Farm Animals ²	P	P													
Greenhouse/Nursery ⁷⁻¹⁵	P	P						P	P	P	P	P	S		
Grocery Store/Delicatessen ⁷⁻¹⁵		S	S	S	S	S	S	P	P	P	P	P	P		
Group Home ⁵⁻⁷⁻¹⁵⁻⁵³		S	S	S	S	S	S		S						
Halfway House ⁵⁻⁷⁻¹⁵⁻⁵³		S	S	S	S	S			S						S
Handicraft ⁷⁻¹⁵⁻³¹		S ₅₅	P/S ₅₅	P/S ₅₅	P/S ₅₅	S	S	S	P	P	P	P			
Hatcheries ⁷⁻¹⁵	P												S	S	S
Health Club ⁷⁻¹⁵		S	S	S	S	S	S	P	P	P	P	P	P		
Home Improvement Center ⁷⁻¹⁵								S	P	P	P	S			
Home Occupation ²⁶⁻²⁸	P	P	P	P	P	P	P	P	P	P	P	P	P		
Hospital ⁷⁻¹⁵						S	S	S	S	S	S	S			S
Hotel/Motel ⁷⁻¹⁵								S	S	S	S	S	S		
Ice Manufacture—Cold Storage Plant ⁷⁻¹⁵													S	S	
Impound/Storage Yard (vehicle) ⁷⁻²⁶⁻⁴³														S	
Incineration (Garbage, Animal Remains or Refuse) ⁷⁻¹⁵⁻²⁵⁻²⁶⁻⁴³	S													S	S
Junkyard/Wrecking Yard ⁷⁻¹⁵⁻²⁶⁻⁴³														S	
Kennel, Commercial ⁷⁻¹⁵⁻²⁶	S										S				
Laboratory (Medical, Dental, Optical) ^{5,7,33 5-7-33}		S	S	S	S	S			P	P		S	P	P	
Laundromat ⁷⁻¹⁵		S	S	S	S	S	S	S	P	S	S	S	S		
Laundry, Commercial Plant ^{5,7,33 5-7-33}														P	
Library ^{5,7,33 5-7-33}			P	P	P	P	P		P	P		P			P
Liquor Store ^{5,33 5-33}								S	P	P	P	P	P		
Livestock Sales ¹⁵	S	S												S	
Locksmith ^{5,7 5-7}		S	S	S	S	S		S	P	P		P	P		

Land Uses	Districts															
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P	
Lumberyard (Retail/Wholesale) 7-15-26-53-43										S	P		P	P		
Machine or Welding Shop 7-15										S	P		P	P		
Manufacturing, General 5,7-5-7											S		P	P		
Manufactured Home Class A	P	P	P	P	P	P	P									
Manufactured Home Park 7,8-7-8						S	S									
Manufactured Home Sales 5,7-5-7										S	P		P			
Marine Sales/Rentals 7										S	P		P			
Massage Therapy 7-15-31		<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>P</u>	P	P	P	<u>P</u>	<u>P</u>			
Meat Market/Smoke House 7-15									P	P	P	S	P			
Meatpacking Plant/Slaughterhouse (enclosed within building) 7-15-25-26-53														S		
Meatpacking (Wild game) (No-kill) 5, 7	S									S	P		P			
Monument Works, Stone 7-15									S	S	S		P	S		
Museum or Planetarium 5,7-5-7	S							P	P	P	P	P			P	
Non-Profit Organization 5,7-5-7								P	P	P	P	P			P	
Nursing Home 5-7-15-53		P	P	P	P	P	P	P	S							
<u>Office (Home Occupation)</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>								
Office (Medical, Professional) 7-15		S	S	S	S	S	S	P	P	P	P	P	P		S	
Office (Temporary Real Estate Subdivision Sales) 15		<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>		<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>				
Orchards, Tree Crops	P	P	P	P										P	S	
Parking Lot or Facility, Park and Ride 7-15-47	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Pawnshop 7-15									S	P	P	P				
Payday Lending Operation/Non-chartered Institution 7-15													S	S		
Pharmacy 7-15								P	P	P	P	P	P			
Planned Unit Development 5-15		S	S	S	S	S	S	S	S	S	S	S	S	S		
Plant Nursery 15	P	P							S	S			P		P	
Plant or Tree Farm	P	P											P		P	
Post Office 7-15								P	P	P	P	P			P	
Poultry, Fowl, Rabbits	P	P	P ₄	P ₄									P			
Power Plant 5,7-5-7													S	S		
Preschool		S	S	S	S	S	S	S	S	S	S					

Land Uses	Districts														
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P
Printing, Blueprinting, Copy Center and Cartography 7-15								P	P	P	P	P	P	P	
Prison, Jail, etc. 7-15-33									S	S					S
Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Service Facility 7-15-18-19	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Publishing 7-15		P	P	P	P	P	P	P	P	P	P	P	P		
Quasi-public	P							P	P	P	P	P	P	P	P
Radio and TV Stations 7-15-18-19								S	P	P	P	S	P	S	
Railroad Buildings, Yard and Equipment 7-43-53	S												P	P	
Recreational Vehicle, Trailer or Camping Park 5,7-5-7						S	S		S						P
Recycle/Collection Bins									P	P	P		P	P	
Recycle Center/Recycle Staging Area 7-34-43										S	S		P	P	
Recycling Plant 7-15-43													S	P	
Regional Sewage and Waste Treatment Plant 7-24-33-43	S	S												S	S
Repair Services 31	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>					<u>P</u>		<u>P</u>	<u>P</u>			
Research and Development Business										<u>P</u>	<u>P</u>	<u>P</u>			
Research and Development Facility											<u>S</u>	<u>S</u>	<u>P</u>	<u>P</u>	
Rendering Plant 7-25-26-53														S	
Restaurant 7-15-20-26		S	S	S	S	S	S	P	P	P	P	P	P		
Restaurant with Bar 7-15-27								S	S	S	S	S	S		
Retail Stores/Services 7-15-28		S	S	S	S	S	S	P	P	P	P	P	P		
Riding Arenas/Stables/Schools 15-26	P	S													
Roadside Stands, Seasonal 3-15	P	P							P	P	P	P			S
Sales, Wholesale 7-15									S	S	S	S	P		
Sandwich Shop/Deli 7-15-22		S	S	S	S	S	S	P	P	P	P	P	S		
Sanitary Landfill 7-26-33-43															S
School (College/University/Trade) 7-15								S	S	S	S	S			S
School (Elementary, Middle and High School) 7-15		S	S	S	S	S	S		S	S	S				S
School (Trade)									P	S	S	S	S		
Senior Housing 5-15-53		P	P	P	P	P	P		P						

Land Uses	Districts														
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P
Service Station/Garage 7-15-34								S	S	S	S	S	P		
Sexual Oriented Business 7-15-16											S				
Shelter or Temp. Home 5-7-15-53					S	S	S		S						S
Shoe Repair 7-15		S	S	S	S	S	S	P	P	P	P	P	P	P	
Shooting Range (Indoor) 7-15-26	S	S							P ₄₅	S ₄₅	P ₄₅		P ₄₅	P	
Shooting Range (Outdoor) 7-15-26	S												S	S	S
Shop for Building Contractor 7-15	S								P	P	P		P	P	
Shopping Center 7-15									S	S	S	S			
Sign Shop 7-15									P	P	P	P	P	P	
Sports Arena 7-15									S	S	S	S	S		S
Storage Facility (public/private) • 10 acres or more 7-54-56											<u>S</u>		S	<u>S</u>	
Storage Facility (public/private) • 5 to 10 acres 7-54-56										S	S		S	S	
Storage Facility (public/private) • 2 to 5 acres 7-54-56								<u>S</u>	S	<u>S</u>	<u>S</u>		S	<u>S</u>	
Storage Facility (public/private) • Up to 2 acres 7-54-56						<u>S</u>	<u>S</u>	<u>S</u>	S	<u>S</u>	<u>S</u>		S	<u>S</u>	
Studio (Art, Dance, Music, Voice) 15-31	<u>P</u>	<u>S</u> <u>P</u>	P	P	P	P	P								
Studio (Artist, Interior Decorators, Photographer, etc.) 15-31		<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	<u>S</u> <u>P</u>	P	P	P	P	P			
Supply Yard 7-26-43									S	S	P		P	P	
Swimming Pool 15	P	P	P	P	P	P	P	P	P	S	S	S	P		P
Tattoo Parlors/Studios/Body Piercing Establishment 7-15									S	S	S	S			
Tavern/Bar/Nightclub/Lounge 7-15-27								S	S	S	S	S	S		
Taxidermy 7-15									S	S	P		P	P	
Temporary Tent 15-23-42	P								P	P	P		P		P
Terminal Yard Trucking 7-15-43-53													S	S	
Theater 7-15								S	P	P	P	P			
Tire Recapping 7-15-53										S	S		S	S	
Tire Shop (not recapping) 7-15									P	P	P	S	S		
Training Facility													S	S	
Travel Agency 7-15		S	S	S	S	S	S	P	P	P	P	P			

Land Uses	Districts														
	A	R-2	R-4	R-6	R-8	R-12	R-20	O	C-1	C-2	C-3	CBD	M-1	M-2	P
Truck and Tractor Repair 7-15-53	S										S		P	P	
Truck Maintenance 7-15													S	S	
Truck Stop 7-15-53										S	S		S		
Truck Wash 7-53										S			P	P	
Upholstery Shop 7-15									P	P	P		P	P	
Utility-Owned Building (public/private) 7-15-18-19	S	S	S	S	S	S	S	S	S	S	S	S	P	P	S
Vehicle Emission Testing Facility 7-15-34	S							P	P	P	P	P	P		P
Veterinary Clinic 7-15-26	S	S						P	P	P	P		P		
Warehousing -Wholesale 7-15-53	S ₄₁												S	P	
Wedding Chapel 7-15	P	S				S	S	P	P	P	P	P			
Wind Turbines/Farms/Mills 15-40	S	S											S	S	S
Wood Processing Plant (including firewood) 7-15-26										S			S	S	
Zoo 7-15	S									S	S	S			P

LAND USE TABLE FOOTNOTES:

The following footnotes are intended as helpful reminders rather than representing an all-inclusive list of requirements relative to a given land use; additionally, a footnote may not apply to a particular land use in every circumstance or an obligation may apply to a land use not covered by a footnote.

1. Any enterprise customarily carried on in the field of general agriculture, which is not obnoxious or detrimental to the public welfare. A commercial slaughterhouse or concentrated animal feeding operation [CAFO] is not allowed in the agricultural zone.
2. A limited number of cows, horses, sheep, goats and pot belly pigs may be kept on the premises as determined by the director in consultation with a licensed veterinarian; provided individual lots have an area of at least 33,000 square feet [.75 acre] and meet other requirements including those outlined KCC 10-3-5.
3. For the display and sale of agriculture products. A roadside stand requires a minimum of four (4) off-street parking spaces; however, the parking spaces do not need to be covered with an impervious parking surface because of the temporal nature of the business. The applicant is required to procure a business license from the city clerk prior to business usage and acquire a special use permit in certain zones. The site will also be evaluated for road access and circulation concerns.
4. Up to five (5) animals allowed; however, no roosters are permitted.

5. ~~For pParking shall be provided as follows: Single family—two (2) spaces per dwelling unit to include duplexes; multifamily—one and one half (1½) space per dwelling unit standards, see KCC 5-9-2.~~
6. The upper and lower floors are available for residential living purposes but not at ground level.
7. Subject to design review.
8. For manufactured home subdivision, see KCC 6-5-3.
9. The fraternity or sorority must be affiliated with an institution of higher education and maintain a good standing with its parent organization.
10. The use must be contained within the structure.
11. Home consumption only; however, should the beer or wine be sold it is subject to KCC 3-1-1.
12. Height of a cell/communication tower is subject to height regulations found in KCC 5-4-6:B:5 and 5-5-2:F.
13. Security need only - not intended for residential use; family members are not to reside in the security dwelling.
14. Deleted by Ord. No. 2012-18.
15. The use requires adequate off-street parking and is subject to parking standards regulations found at KCC 5-9-1 through 5-9-5. Community gardens/urban gardens shall rely upon on-street parking and/or off-street parking on a case-by-case basis determined by site-specific characteristics.
16. See "sexual oriented business" regulations found at KCC 5-1-6-2 and 3-6. A sexually oriented business requires a city license, which is subject to annual renewal and the use is required to be separated a certain distance from other uses.
17. Deleted by Ord. No. 2012-18.
18. Cell towers or other telecommunication devices are subject to the zone's height regulations and the height provisions noted in KCC 5-4-6:B:5 and KCC 5-5-2:F.
19. The use is subject to height regulations.
20. The proprietor may serve alcoholic beverages at a table or booth with appropriate permits and licenses (see KCC 3-1-1).
21. The rental business may not store large or heavy equipment pieces on-site - those types of rental items are to be placed in the industrial zone.
22. No alcohol sales allowed.
23. Temporary vender permit required.

24. Package treatment plants, lift stations, lagoon systems, etc., may be installed in all zoning districts through a public works review process.
25. The site requires proper health permits and air quality evaluation.
26. The use is subject to the city's performance standards found at KCC 5-5.
27. Alcoholic beverages require city licensure according to the provisions of KCC 3-1-1. Consumption of alcohol on-premises is prohibited within 300 feet of a school or place of worship as measured from the primary entrance, unless the city council provides relief from that distance requirement. The three hundred-foot distance separation requirement does not apply to temporary beer and wine licenses procured by way of catering license.
28. For hardship cases see KCC 5-6-10.
29. Recreational vehicle park or campground development; see KCC 4-2B-1.
30. For a cemetery subdivision requirements; see KCC 6-5-6.
31. The use may qualify as a home occupation; see KCC 5-5-4.
32. This is an M-3 land use category that has been placed with M-2 category uses. Natural resource activities are subject to state laws.
33. The use is subject to any number of local, state and federal requirements.
35. Billboards are limited to certain land use zones and permitted there by way of a special use permit.
36. A church may provide for child care, food service, shelter or school facilities within the zoning districts where these uses are allowed, unless the director determines the use to be incidental to church related function in which circumstance these noted uses will be allowed in all zones where a church is permitted.
37. The use is subject to the rifle and pistol range performance standards; see KCC 5-5-4.
38. Temporary beer and wine licenses are permitted in these zones by way of a catering license approved by the city council. The three hundred-foot distance separation requirement does not apply to temporary beer and wine licenses procured by way of catering license.
39. The city has constructed a storage facility check list to assist the applicant develop this type of land use.
40. The placement of a windmill or wind turbine is subject to certain height and setback provisions that are determined on a case by case basis through the special use permitting process. The placement of these structures in proximity to Kuna Butte is discouraged.
41. Must be agriculturally related.
42. The use not to exceed sixty (60) days at the location.

43. The following uses are declared to require sight obstruction type fencing: Junkyards, wrecking yards, equipment or vehicle salvage storage yards, trailer parks, auction blocks, lumberyards, RV parks, sanitary landfills, recycling collection stations and temporary recycling collection stations, and any other similar type uses; see 5-5-5:G:3 for details.

44. Deleted by Ord. No. 2012-18.

45. Indoor range.

46. Drive-in restaurant subject to performance standards found at KCC 5-5-4.

47. A taxi dispatch operation shall be conducted from a physical location that meets applicable zoning standards. A dispatch operation shall not be conducted by way of a home occupation permit. A taxi operator living within the City of Kuna is allowed to have one vehicle at their residence when not in use; however, a taxicab dispatch operation cannot be conducted from a city residence or in a city residential zoning district. Kuna-based taxicab dispatch centers shall be subject to the city's zoning standards. Taxi vehicles shall be stored on property zoned for their accommodation. Any parking area established for taxicab operation, and related storage, shall be subject to the city's design review prior to its usage.

48. For special events only.

49. Preschools that are not state accredited are designated as a child care facility and require a special use permit. Preschools that are accredited fall within the elementary school category.

50. Deleted by Ord. No. 2012-18.

51. Child care facilities require a minimum of forty (40) square feet of usable indoor space per child and eighty (80) square feet of usable outdoor space per child.

52. An ordinance needs to be approved adopting this accessory dwelling unit land use.

53. The use is subject to individualized EDU evaluation.

54. Any large vehicle, motorhome, 5th-wheel trailer, boat, etc., will be subject to special buffering requirements. The developer will need to provide the city with a binding site plan reflecting how they intend to develop the storage facility site. The developer shall follow the prescriptions laid out in the city's storage facility development guide.

55. Handicraft is permitted as a home occupation, where goods are sold elsewhere. A special use permit is required when goods are requested to be sold from the site.

[56. No more than two storage facilities shall be developed adjacent to each other if the total acreage of both facilities exceeds seven \(7\) acres.](#)

[57. Condominiums and Townhouses in a R-12 and R-20 are permitted with a side yard zero-lot line upon city engineer's approval.](#)

Section IV: That Chapter 5 of Title 5 of the Kuna City Code is hereby amended by the recodification section 5-5-6 as a new Section 7 to read as follows:

5-5-6 5-5-7: - IMPROVEMENTS REQUIRED:

Improvements required according to this title shall be provided whenever a use on a property or structure is expanded or enlarged, or substantial refurbishment of a parking lot.

- A. Scope of requirement(s): Site improvements shall be made to a property when the following situations occur:
 - 1. Whenever a use on a property or structure is expanded or enlarged, or substantial refurbishment of a parking lot, the entire property or structure shall be subject to all provisions of this Code, after the passage of this section. Exceptions may be granted at the discretion of the planning and zoning commission.

Section V: That Chapter 5 of Title 5 Kuna City Code is hereby amended by the addition thereto of a new Section 6 to read as follows:

5-5-6: - REGULATION FOR SOLID WASTE ENCLOSURES

- A. Purpose: Requirements for commercial solid waste service, which will provide for safe and efficient collection of trash and recycling within the City.
- B. General Applicability:
 - 1. This chapter applies without limitation to commercial properties, multi-family housing (hotels, condos, apartments, townhomes), mixed-use development, hospitals/clinics, churches, industrial/manufacturing uses, non-profits and any other uses determined by the Planning and Zoning Director that use commercial solid waste containers.
 - 2. Exterior solid waste enclosures are required for solid waste service except locations with alley collection and/or compactors.
 - 3. Existing solid waste enclosures shall be required to be constructed to current standards for locations that change location of an existing enclosure or modify the use of the site.
- C. Solid Waste Enclosures
 - 1. Enclosures shall be built to specifications identified in the Solid Waste Enclosure Table for the containers available from the solid waste hauler.

SOLID WASTE ENCLOSURE TABLE

<u>Trash/Recycling Containers</u>	<u>Minimum Interior Enclosure Dimensions</u>	<u>Enclosure Door/Gate</u>	<u>Surface Pad</u>
<u>One - 3, 6, or 8-yard container</u>	<u>12'x12' with 12' wide gate opening.</u>	<u>Minimum of 120° opening with a mechanism to hold it in an open position</u>	<u>Minimum 4" thick reinforced concrete with an apron sized to fit enclosure</u>
<u>One - 3, 6, or 8-yard container plus a grease container for a restaurant</u>	<u>16'x12' with 16' wide gate opening.</u>	<u>Minimum of 120° opening with a mechanism to hold it in an open position</u>	<u>Minimum 4" thick reinforced concrete with an apron sized to fit enclosure</u>
<u>Two - 3, 6, or 8-yard containers (one for trash and one for recycling or two trash)</u>	<u>18'x12' with 18' wide gate opening</u>	<u>Minimum 120° opening with a mechanism to hold it in an open position</u>	<u>Minimum 4" thick reinforced concrete with an apron sized to fit enclosure</u>
<u>Wheeled Carts Only (1-2 carts)</u>	<u>4'x8'</u>	<u>4' wide door/gate or a 3-side enclosure with no door/gate.</u>	<u>Paved and sized to fit enclosure</u>
<u>Wheeled Carts Only (3-4 carts)</u>	<u>8'x8' or 4'x16'</u>	<u>7' wide door/gate or a 3-side enclosure with no door/gate.</u>	<u>Paved and sized to fit enclosure.</u>

1. Multi-family residential or mixed-use properties utilizing 3, 6, or 8-yard containers shall provide a pedestrian entrance with a minimum of a 3' wide door or opening to the enclosure, independent of the gate access used for the collection vehicle.
2. Wheeled carts may be stored within a structure and brought to the curb prior to scheduled collection. Carts shall then be returned to their storage location within 24 hours.
3. Solid Waste enclosures shall not be used for storage of any other materials except solid waste.
4. Solid Waste shall be stored within the provided containers.

D. Solid Waste Enclosure Building Materials

1. Enclosure walls shall be constructed with Concrete Masonry Unit block according to applicable building codes.
2. Double gates are required on all enclosures and shall be approximately the same size as the enclosure walls.

3. Gates shall be free hanging with no center pole and designed to ensure access to and removal of each bin from the enclosure without moving another bin.
4. Gates shall be solid metal and painted to incorporate the overall design theme of the development with outside handles on each gate/door and a slide latch to secure the doors.
5. The solid waste and recycling area shall not be visible through the gates.

E. Access Requirements for Solid Waste Service

1. Site plans submitted to the city for new construction and remodeling, shall clearly designate the location for solid waste containers including a detail of the enclosure including dimensions of enclosure, dimensions of the direct access and location of the surrounding approach with needed clearances.
2. Enclosures shall be located and designed so there is a minimum of 50' to 60' of unobstructed direct access in front of the enclosure, measured from the center of the enclosure gates.
3. Indirect access is not permitted except for alley collection or in the downtown core.
4. Large roll-off containers (20-yard, 40-yard) and compactors require 60' of clearance in front of the container.
5. There shall be a minimum of 30' of overhead clearance and 30' in front of all containers to avoid damage and interference while containers are emptied.
6. Vehicle circulation plans shall allow trucks forward movement to access a public street after collection, when possible. In the event the site does not allow trucks forward access to a public street, a paved hammerhead turn-around 15' wide by 60' long or a 75' diameter cul-de-sac shall be provided. No parking shall be permitted in the cul-de-sac or turn-around area.
7. All roads, alleys, or service drives shall provide an unobstructed path of a minimum of 15' high x 12' wide to allow for safe access to enclosures.
8. A slope shall not be greater than 4% within a radius of 40' surrounding the front of the enclosure.
9. Access to enclosures shall be maintained by property owner or homeowner's association by the keeping access to the enclosure free of accumulating snow, parked cars, and/or debris.

F. Alley Service

1. Properties bordering a maintained alleyway may utilize the alleyway as a collection location, provided the alleyway has an indirect access and is accessible and maintained along the entire length to collection vehicles. Collection vehicles will not back-up.

2. Solid waste shall be contained in a container provided by the solid waste handler with indirect access and may not block passage of vehicles through the alleyway.

G. Compactors

1. Compactors shall be placed on a minimum 4” thick, reinforced concrete pad with an apron sized to fit the compactor.
2. Compactors shall be located in an accessible area, out of view of the public, in accordance to KCC 5-5-6-D
3. Any gates used to access the compactor shall open 120 degrees minimum and have wind stops.

Section VI: That Section 3, Chapter 9 of Title 5

Kuna City Code be and the same is hereby amended to read as follows:

5-9-3: - PARKING SPACE REQUIREMENTS:

For the purpose of this chapter the following parking space requirements shall apply:

A. Residential:	
1. Single-family or two-family dwelling	2 for each unit
2. Apartments or multifamily dwellings	1½ <u>2</u> for each unit <u>plus 1 per unit for visitor</u>
3. Boarding houses, rooming houses, dormitories and fraternity houses which have sleeping rooms	1 for each sleeping room or 1 for each permanent occupant
4. Manufactured home park	2 for each unit
B. Commercial:	
1. Automobile service garages which also provide repair	1 for each 2 gasoline pumps and 2 for each service bay
2. Hotels, motels	1 per each sleeping room plus 1 space for each 2 employees
3. Funeral parlors, mortuaries and similar type uses	1 for each 100 square feet of floor area in slumber rooms, parlors or service rooms

C. Recreational or entertainment:	
1. Dining rooms, restaurants, taverns, nightclubs, etc.	1 for each 200 square feet of floor area
2. Bowling alleys	4 for each alley or lane plus 1 additional space for each 100 square feet of the area used for restaurant, cocktail lounge or similar use
3. Dance floors, skating rinks	1 for each 100 square feet of floor area used for the activity
4. Outdoor swimming pools, public or community or club	1 for each 5 persons capacity plus 1 for each 30 square feet floor area used for seating purposes, whichever is greater
5. Auditoriums, sports arenas, theaters and similar uses	1 for each 4 seats
6. Retail stores	1 for each 250 square feet of floor area
7. Banks, financial institutions and similar uses	1 for each 200 square feet of floor area
8. Offices, public or professional administration, or service buildings	1 for each 400 square feet of floor area
9. All other types of business or commercial uses permitted in any business district	1 for each 300 square feet of floor area
D. Institutional:	
1. Churches and other places of religious assembly	1 for each 5 seats
2. Hospitals	1 for each bed
3. Sanitariums, homes for the aged, nursing homes, children's homes, asylums and similar uses	1 for each 2 beds
4. Medical and dental clinics	1 for every 200 square feet of floor area of examination, treating room, office and waiting room

5. Libraries, museums and art galleries	1 for each 400 square feet of floor area
E. Schools (public, parochial or private):	
1. Elementary and junior high schools	2 for each classroom and 1 for every 8 seats in auditoriums or assembly halls
2. High schools	1 for every 10 students and 1 for each teacher and employee
3. Business, technical and trade schools	1 for each 2 students
4. Colleges, universities	1 for each 4 students
5. Kindergartens, childcare centers, nursery schools and similar uses	2 for each classroom but not less than 6 for the building
F. Manufacturing:	
1. All types of manufacturing, storage and wholesale uses permitted in any manufacturing district	1 for every 2 employees (on the largest shift for which the building is designed) plus 1 for each motor vehicle used in the business
2. Express, parcel delivery and freight terminal	1 for every 2 employees (on the largest shift for which the building is designed) and 1 for each motor vehicle maintained on the premises

Section VII: That Section 12, Chapter 17 of Title 5 Kuna City Code be and is hereby amended to read as follows:

5-17-12: - BUFFER AREAS; COMMON LOTS:

A. Materials:

1. All buffer areas shall be comprised of, but not limited to, a mix of evergreen and deciduous trees, shrubs and groundcover in which evergreen plant materials comprise a minimum of sixty (60) percent of the total plant material used.
2. Height requirements shall be accomplished with plant material with a fence or decorative wall.

3. The required buffer area shall result in an effective barrier within three (3) years and be maintained such that sixty (60) percent or more of the vertical surface is closed and prevents the passage of vision through it.
 4. Chainlink fencing, with slats or otherwise, and cedar fencing is prohibited for screening.
- B. *Major roadways:* New residential development shall be buffered through landscape applications from the adjoining collectors, arterials, or highways according to the city's landscape requirements, to protect residents from roadway activity. This buffer shall be placed on an individual lot, an easement or in a common open space. The buffer area shall be owned and maintained by a homeowners' association or business association. Landscape buffers associated with new residential development, located outside a subdivision, shall be the property owner's responsibility. Landscape placed within the public rights-of-way shall not be credited towards buffer area requirements.
- C. *Common area landscapes:* New residential subdivision common area landscapes shall be comprised of the following:
1. Lawn, either seed or sod.
 2. A minimum of one (1) deciduous shade tree per one thousand (1,000) square feet of site.
- D. *Design considerations requirements for residential developments:*
1. For design flexibility, half of the required shade trees may be substituted on a two to one (2:1) basis with ornamental and evergreen trees.
 2. Buffer areas should include a variety of species, arranged to create varied and attractive views. Fences, walls and berms may be used. Height changes, offset angles, different materials and other design techniques are required so as to create variety.
 3. A minimum of 5% useable open space per 50 dwellings in residential developments.
- E. *Design requirement for apartments and/or multi-family developments:*
1. A minimum of 100 square feet of usable open space is required per dwelling unit.

Section VIII: Severability Provision

- 8.1 This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section IX: Directing the City Clerk

9.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the, Planning and Zoning Director.

Section X: Effective Date

10.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

ADOPTED this ____ day of _____, 2019.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk