



CITY OF KUNA

**P. O. BOX 13
KUNA, ID 83634**

Telephone (208) 922-5546 Fax (208) 922-5989
www.kunacity.id.gov

April 1, 2014

7:00 P.M. REGULAR CITY COUNCIL MEETING

**KUNA CITY COUNCIL CHAMBER
763 W. AVALON ST.
KUNA, IDAHO**

CITY OFFICIALS

**W. Greg Nelson, Mayor
Richard Cardoza, Council President
Briana Buban-Vonder Haar, Council Member
Pat Jones, Council Member
Joe Stear, Council Member**

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at 922-5546 to make inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

**CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AGENDA
TUESDAY, APRIL 1, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

7:00 P.M. REGULAR CITY COUNCIL

Call to Order and Roll Call

Invocation: Marcus Omdahl, New Beginnings Christian Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda:

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

A. City Council Meeting Minutes:

1. Minutes of March 18, 2014 Board of Correction
2. Minutes of March 18, 2014 Regular Meeting

B. Accounts Payable Dated April 1, 2014 in the Amount of \$254,153.06

C. Alcohol Licenses:

1. Renewal of Kuna Super C Store, 331 Avenue D, Off-Premise Beer and Off-Premise Wine
2. Renewal of PSL Inc. dba Cowgirls, 353 Avenue E, Liquor-by-the-Drink and On-Premise Beer
3. Renewal of Big Smoke LLC #134, 1031 E. Kuna Road Suite 150, Off-Premise Beer and Off-Premise Wine
4. Renewal of PacWest Bars LLC dba Red Eye Saloon, Liquor-by-the-Drink and On-Premise Beer

D. Resolutions:

1. Resolution No. R19-2014 – School Property Lease

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT WITH THE KUNA SCHOOL DISTRICT FOR THE USE OF A COMMUNITY GARDEN, CITY TREE FARM, YOUTH HORTICULTURAL ACTIVITIES AND A GREENHOUSE.

E. Findings of Facts and Conclusions of Law:

2. Citizen’s Reports or Requests:

3. Old Business:

4. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.)

A. 07-03-DA Development Agreement Modification Request from Ridley’s Family Markets and Curt Faus Corp – Troy Behunin, Sr. Planner P&Z Department

Applicant requests modification of the development agreement for the Profile Ridge development at the south west corner of Deer Flat and State Highway 69. This application specifically proposes a full-access into and out of the commercial project. Currently, the approvals for site access are a right-in, right-out, onto and from East Profile Street.

B. Development Agreement Modification Request: Applewood / Danskin (Silver Trail): 06-01-DA – Richard Roats, City Attorney

C. Development Agreement Modification Request: Arroyo Indio Subdivision: 06-06-DA – Richard Roats, City Attorney

D. Development Agreement Modification Request: 107 Acre, Former City Parcels: 09-02-DA – Richard Roats, City Attorney

E. Development Agreement Modification Request: Pawnee Creek: 07-13-DA – Richard Roats, City Attorney

F. Development Agreement Modification Request: Waters Edge / (Laketown): 03-19-DA – Richard Roats, City Attorney

5. New Business:

A. Valley Regional Transit Annual Report and Transit Project Charter – Kelli Fairless, Executive Director

B. March Construction Report (No Action Required) – Gordon Law, City Engineer

6. Ordinances:

7. Mayor/Council Discussion Items:

A. Council Chamber TV Discussion – Bob Bachman, Building Maintenance

8. Announcements:

9. Executive Session:

10. Adjournment:



**CITY OF KUNA
BOARD OF CORRECTION MEETING
MINUTES
TUESDAY, MARCH 18, 2014**

Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

5:30 P.M. – ANNUAL BOARD OF CORRECTION MEETING

COUNCIL MEMBERS PRESENT: Mayor W. Greg Nelson
Council President Richard Cardoza
Council Member Briana Buban-Vonder Haar
Council Member Pat Jones
Council Member Joe Stear

CITY STAFF PRESENT: Richard T. Roats, City Attorney
Gordon Law, City Engineer
Mike Borzick, GIS Mapping Specialist
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 5:30 p.m. Roll call reflected Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

1. Introduction Memo – Gordon Law, City Engineer (Timestamp 00:01:07)

Mr. Law explained the meeting has been properly noticed and is held pursuant to requirements outlined in Idaho State Code 50-1807. He reported that no notifications were received from anyone stating they had an issue to protest.

The following items are proposed for consideration or decision:

2. 2011 Tax Deed List (See Attachment) – Provided for information purposes to allow questions or comments. (Timestamp 00:0:53)

A list was provided of seven delinquent pressure irrigation accounts from 2011 that have not yet been redeemed. Individual letters were mailed out yesterday notifying the property owners that if the delinquency is not corrected then the City can take a tax deed on their property. A brief discussion on the delinquent accounts took place.

3. Water Supply Balance (Timestamp 00:14:30)

1 For the information of the Board, the following Table shows the quantity of water provided
2 to the pressure irrigation system and the usage, non-usage and wastage of canal water in
3 2013. Wastage is computed as the difference between canal water delivered to a pump
4 station and the amount actually pumped. Water “not used” is the difference between
5 available canal water allotment (including carryover) and the amount the City requested to
6 be delivered.

7		
8	AMOUNT PUMPED	666 MG
9	POTABLE WATER USED	345 MG
10	CANAL WATER DELIVERED	901 MG
11	CANAL WATER ALLOTTED	785 MG
12	CARRYOVER	130 MG
13		
14	CANAL WATER NOT USED	14 MG
15	CANAL WATER WASTED	235 MG
16		

17 Mr. Law explained the information above.

18
19 A suggestion was made to do a public awareness campaign to explain the water usage
20 information and how our PI system works to encourage citizens to water more during the
21 daytime hours to avoid water waste within the system. There is a misconception that the
22 residents think they are saving water by watering in the early morning hours. Our watering
23 system does not work that way so it may be helpful to educate the public to help in
24 conserving water.

25
26 Information was provided on the six pump stations noting three of them have storage
27 capabilities but the other three do not. The wastage occurs from the three that do not have
28 storage which amounts to 25% of the total water deliveries. Storage possibilities will be
29 looked into to see if there is a feasible way to create 900,000 gallons of water storage at
30 each of the pump stations.

31
32 Clean discharge water from the waste water plant was discussed as a possibility for use on
33 watering grass areas. A discussion took place including information on how other cities
34 use this type of water. It was the consensus of the council to explore the possibilities.

35
36 Mr. Law provided an update on the rehab work being performed on well #6 and
37 investigation taking place on the foul tasting water in Butler well #3.

38
39 **4. Scheduled Protestants** – As of the date of submission to the City Clerk, no protestants
40 have notified the City of an intent to protest.

41
42 **5. Un-scheduled Protestants**

43
44 **6. Adjournment**

45
46 Council Member Stear moved to adjourn the meeting at 6:06 p.m.
47

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

*Minutes prepared by Brenda Bingham
Date Approved: CCM 4/1/14*

An audio recording of this meeting is available at City Hall upon request or it can be accessed at the City of Kuna website www.cityofkuna.com.

DRAFT

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CITY OF KUNA
REGULAR CITY COUNCIL MEETING
MINUTES
TUESDAY, MARCH 18, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR CITY COUNCIL

COUNCIL MEMBERS PRESENT: Mayor W. Greg Nelson
Council President Richard Cardoza
Council Member Briana Buban-Vonder Haar
Council Member Pat Jones
Council Member Joe Stear

CITY STAFF PRESENT: Richard T. Roats, City Attorney
Gordon Law, City Engineer
John Marsh, City Treasurer
Wendy Howell, Planning & Zoning Director
Bobby Withrow, Parks and Recreation Supervisor
Brenda Bingham, City Clerk

Call to Order and Roll Call

Mayor Nelson welcomed everyone and called the meeting to order at 7:00 p.m. Roll call reflected Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

Invocation: Scott Piper, First Baptist Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda: (Timestamp 00:02:14)

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

A. City Council Meeting Minutes:

1. Minutes of March 4, 2014

B. Accounts Payable Dated March 18, 2014 in the Amount of \$263,305.90.

C. Alcohol Licenses:

- 1
- 2 1. Renewal of Z-Inc. dba Paul's Market, 700 E. Avalon Street, Off-Premise Beer and
- 3 Off-Premise Wine
- 4
- 5 2. Renewal of Kuna Chevron, 150 W. Deer Flat Road, Off-Premise Beer and Off-
- 6 Premise Wine
- 7
- 8 3. Renewal of Ridley's Food Corporation, 1403 N. Meridian Road, Off-Premise Beer
- 9 and Off-Premise Wine
- 10
- 11 4. Renewal of Conpaz Inc. dba El Gallo Giro Mexican Restaurant, Liquor-by-the-Drink
- 12 and On-Premise Beer
- 13
- 14 5. Renewal of Jacksons #26 , 330 W. Main Street, Off-Premise Beer and Off-Premise
- 15 Wine
- 16

17 D. Resolutions:

18

19 E. Findings of Facts and Conclusions of Law:

20

21 A question was raised on a purchase for a broom from Western States Chem. Bobby

22 Withrow explained it is for 2 Rubbermaid lobby brooms and dust pans with a lifetime

23 warranty. The invoice will be pulled from the payment approval report so shipping charges

24 for the items can be checked out.

25

26 **Council Member Stear moved to approve the Consent Agenda with the removal of the**

27 **item that was just discussed. Seconded by Council Member Buban-Vonder Haar, all**

28 **voting aye. Motion carried 4-0.**

29

30 **2. Citizen's Reports or Requests:**

31

32 **3. Old Business:**

33

34 A. Employee Leave Bank Discussion – Richard Roats, City Attorney (*Timestamp 00:07:40*)

35

36 Attorney Roats reported on input received from staff regarding a leave bank as requested

37 by Council at the previous meeting. He reported some of the employees would like to

38 donate hours to another employee in need of medical leave for a catastrophic situation.

39

40 A short term disability policy benefit was suggested in lieu of a leave bank and to offset

41 the costs by reducing the current monthly hours being accrued for sick leave. It was noted

42 sick leave is not accrued as a liability nor is it a compensated absence.

43

44 More concerns were noted from the Council regarding donating leave to other employees.

45 Phasing in a leave time cap was suggested along with a use or lose policy for vacation

46 leave. Advanced leave was also discussed suggesting it be determined on a case by case

47 basis.

1
2 A suggestion was made to look at what other cities are doing in regards to the leave
3 policy.

4
5 More discussion followed noting concern on problems that could arise with a detailed
6 policy. If employees want to donate to each other it should be kept simple without it
7 going into a leave bank.

8
9 John Marsh was asked to look into the costs for a short term disability policy.

10
11 **4. Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)

12
13 **5. New Business:**

14
15 A. Community Planning Association of Southwest Idaho (COMPASS) Presentation on
16 Communities in Motion 2040 – Carl Miller (*Timestamp 00:30:47*)

17
18 MaryAnn Waldinger, Principal Planner/Modeling for COMPASS filled in for Carl Miller.
19 She explained COMPASS is an association of governments serving Ada and Canyon
20 Counties and is responsible for long-range transportation planning and allocation of
21 federal funds. She presented Communities in Motion 2040, a long-range transportation
22 plan. Scenario and vision planning for this began in 2012. The plan covers a wide variety
23 of topics such as goals, objectives, policies, growth, and financial projections. The plan
24 directly affects how federal transportation dollars will be spent regarding our roads,
25 corridors, bridges, buses, sidewalks, bike paths, safety, etc.

26
27 Ms. Waldinger encouraged public comment noting the comment period closes April 27,
28 2014 then the COMPASS Board will make adjustments in preparation of the adoption in
29 September 2014.

30
31 B. J&M Sanitation Amendment to Franchise Agreement and Ordinance – Richard T. Roats,
32 City Attorney (*Timestamp 00:46:12*)

33
34 **Council Member Buban-Vonder Haar moved to approve Resolution R18-2014.**
35 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**

36
37 C. Amendment to Agenda - (*Timestamp 00:51:27*)

38
39 John Marsh explained an invoice should have been included in the accounts payable
40 report. He gave an update on a project that was included in the budget for the bridge
41 overlay. During the budget process, \$21,000 was budgeted in the General Fund for the
42 Bridge Street crossing over Indian Creek. An invoice was presented from Barron Designs
43 in the amount of \$9,864.71 that needs to be approved. It was noted city staff will be
44 installing the foam brick overlay on the bridge.

1 Council Member Buban-Vonder Haar moved to amend the agenda to add item
2 number 5C a request for payment to Barron Designs in the amount of \$9,864.71.
3 Seconded by Council Member Jones, all voting aye. Motion carried 4-0.
4

5 Council Member Buban-Vonder Haar moved to approve payment to Barron Designs
6 for their invoice in the amount of \$9,864.71. Seconded by Council Member Jones, all
7 voting aye. Motion carried 4-0.
8

9 **6. Ordinances:**

- 10
11 A. **First Reading of Ordinance No. 2014-04 – J&M Sanitation** (*Timestamp 00:57:06*)
12 *Consideration to dispense with full reading and three consecutive readings.*
13 *Consideration to approve ordinance.*
14 *Consideration to approve a summary publication of the ordinance*

15
16 AN ORDINANCE OF THE CITY OF KUNA REPEALING SECTION 10 ORDINANCE
17 NO. 578 AND ENACTING A NEW SECTION 10 TO PROVIDE REQUIREMENTS
18 FOR INSURANCE TYPES AND LIMITS; REPEALING SECTION 12 OF
19 ORDINANCE NO. 578 AND ENACTING A NEW SECTION 12 TO PROVIDE FOR
20 THE MODIFICATION OF THE AMENDED TERM CONSISTENT WITH THE
21 AMENDMENT TO THE FRANCHISE AGREEMENT FOR THE COLLECTION,
22 HAULING AND REMOVAL OF REFUSE, GARBAGE AND RECYCLABLE
23 MATERIALS WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.
24

25 Council Member Stear moved to dispense with the full reading and three consecutive
26 readings of Ordinance No. 2014-04. Seconded by Council Member Buban-Vonder
27 Haar, all voting aye. Motion carried 4-0.
28

29 Council Member Stear moved to approve Ordinance No. 2014-04. Seconded by
30 Council Member Buban-Vonder Haar with the following roll call vote:
31 **Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and Stear**
32 **Voting No: None**
33 **Absent: None**
34 **Motion carried 4-0.**
35

36 Council Member Stear moved to approve a summary publication of Ordinance No.
37 2014-04. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion
38 carried 4-0.
39

40 **7. Mayor/Council Discussion Items:** (*Timestamp 00:59:20*)

41
42 Richard Roats provided an updated on the iPads for Council.

43
44 Emissions Testing service in Kuna was discussed noting the importance of having consistent
45 dates.
46
47

1 Skate Park – Justin Dusseau, Chief of Police, reported on issues at the Skate Park and
2 ordinances in place to deal with the matter. Installing video cameras in the area were
3 suggested.

4
5 **8. Announcements:**

6
7 **9. Executive Session:**

8
9 **10. Adjournment:**

10 Council Member Stear moved for the meeting to adjourn at 8:27 p.m.
11
12

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14
15 _____
16 W. Greg Nelson, Mayor

17 ATTEST:

18
19
20 _____
21 Brenda S. Bingham, City Clerk

22
23 *Minutes prepared by Brenda Bingham*
24 *Date Approved: CCM 4/1/14*

25
26
27 ***An audio recording of this meeting is available at City Hall upon request or it can be***
28 ***accessed at the City of Kuna website www.cityofkuna.com.***
29

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Only unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	042014		ACHD.SHOP RENT, APRIL 2014, PARKS	04/01/2014	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	4/14		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	042014		ACHD.SHOP RENT, APRIL 2014, WATER	04/01/2014	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	4/14		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	042014		ACHD.SHOP RENT, APRIL 2014, SEWER	04/01/2014	121.50	.00	21-6211 RENT-BUILDINGS & LAND	0	4/14		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	042014		ACHD.SHOP RENT, APRIL 2014, P.I	04/01/2014	54.00	.00	25-6211 RENT-BUILDINGS & LAND	0	4/14		
Total ADA COUNTY HIGHWAY DISTRICT (RENT):							450.00	.00				
ALLOWAY ELECTRIC CO												
1087	ALLOWAY ELECTRIC CO	31759		LABOR FOR ELECTRICIAN SERVICES, B.WITHROW, MAR.'14, PARKS	03/13/2014	65.00	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	1004	3/14		
Total ALLOWAY ELECTRIC CO:							65.00	.00				
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126446703		4 EA. STARTING FLUID, 2 EA. VALVE CORE TOOL, 1 EA. METAL DIAL GAUGE, B. BACHMAN, MAR.'14, PARKS	03/11/2014	32.37	.00	01-6142 MAINT. & REPAIR-EQUIPMENT	1004	3/14		
1606	AUTOZONE, INC.	4126446703		3 EA. OIL FILTERS, B.BACHMAN, MAR.'14, PARKS	03/11/2014	4.60	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/14		
1606	AUTOZONE, INC.	4126446703		3 EA. OIL FILTERS, B.BACHMAN, MAR.'14, WATER	03/11/2014	5.52	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/14		
1606	AUTOZONE, INC.	4126446703		3 EA. OIL FILTERS, B.BACHMAN, MAR.'14, SEWER	03/11/2014	5.52	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided	
1606	AUTOZONE, INC.	4126446703		3 EA. OIL FILTERS. B.BACHMAN, MAR. '14, PI	03/11/2014	2.77	.00	25-6305_VEHICLE MAINTENANCE & REPAIR	0	3/14			
1606	AUTOZONE, INC.	4126446885	1482	1 BOX OF 15 AMP SIGNAL FUSES FOR PARKS TRUCK. MARCH '14 - P. KAUFMAN	03/11/2014	3.59	.00	01-6305_VEHICLE MAINTENANCE & REPAIRS	1004	3/14			
Total AUTOZONE, INC.:							54.37	.00					
BOISE-KUNA IRRIGATION DISTRICT													
12	BOISE-KUNA IRRIGATION DISTRICT	040214		SPRING IRRIGATION ASSESSMENT, APRIL 2014	04/02/2014	74,750.40	.00	25-6116 IRRIGATION/ WATER COSTS	0	4/14			
Total BOISE-KUNA IRRIGATION DISTRICT:							74,750.40	.00					
BUREAU OF OCCUPATIONAL LICENSE													
1091	BUREAU OF OCCUPATIONAL LICENSE	032014		LICENSE RENEWALS, #WWWT2- 18462, DWD1-14724 & WWWC3- 17932 FOR T. FLEMING, MARCH '14 - SEWER	03/20/2014	105.00	.00	21-6075_DUES & MEMBERSHIPS	0	3/14			
1091	BUREAU OF OCCUPATIONAL LICENSE	032014		LICENSE RENEWALS, #WWWT2- 18462, DWD1-14724, WWWC3- 17932, T.FLEMING, MAR. '14, SEWER	03/20/2014	105.00	.00	21-6075_DUES & MEMBERSHIPS	0	3/14			
Total BUREAU OF OCCUPATIONAL LICENSE:							210.00	.00					
BUREAU OF RECLAMATION													
1504	BUREAU OF RECLAMATION	MSF-6125		ADMINISTRATIVE FEES FOR PROCESSING OF SF-299 APPLICATION REVIEW FOR CROSSING OF THE MORA WASTEWAY WITH A 12" PVC PRESSURIZED IRRIGATION WATER LINE FOR THE SCHOOL STREET PI PROJECT (G. LAW)	03/26/2014	265.00	265.00	20-6020_CAPITAL IMPROVEMENTS	0	3/14	03/28/2014		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total BUREAU OF RECLAMATION:												
						265.00	265.00					
CAMPBELL TRACTOR & IMPLEMENT COMPANY												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N72886		3 EA LAWN MOWER BLADES.1 TIRE.1 FILTER.FOR SEWER/LAGOON'S MOWER. B.BACHMAN.MAR.'14.WATER	03/10/2014	146.78	.00	20-6142_MAINT.& REPAIRS-EQUIPMENT	0	3/14		
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	N73294	1495	1 SET LAWN MOWER BLADES. N.WWTP.MAR.'14-B.BACHMAN	03/13/2014	75.75	.00	21-6142_MAINT.& REPAIRS-EQUIPMENT	0	3/14		
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:												
						222.53	.00					
CANYON HONDA												
844	CANYON HONDA	1342820	1492	FRONT END WORK ON 2006 HONDA RUBICON. SEWER (LAGOONS). MARCH '14 - B. BACHMAN	03/13/2014	461.78	.00	21-6142_MAINT.& REPAIRS-EQUIPMENT	0	3/14		
844	CANYON HONDA	1342829	1493	REPLACE STARTER. 2006 HONDA RUBICON. SEWER. MARCH '14 - B. BACHMAN	03/13/2014	132.12	.00	21-6142_MAINT.& REPAIRS-EQUIPMENT	0	3/14		
Total CANYON HONDA:												
						593.90	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	2266		WATER SERVICE BREAK PATCH.MAR.'14.WATER	03/14/2014	539.00	.00	20-6150_MAINT.& REPAIRS-SYSTEM	0	3/14		
Total CAPITAL PAVING CO:												
						539.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	6938	1478	REPLACE BATTERY BACKUP BOX. TEST PROGRAM/PUMP MOTOR FOR SCADA @WELL #6.WATER.MARCH '14 - C. DEYOUNG	03/13/2014	291.00	.00	20-6020_CAPITAL IMPROVEMENTS	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total CUSTOM ELECTRIC, INC.:												
D & B SUPPLY												
75	D & B SUPPLY	623255		12V FUEL PUMP W/NOZZLE, 75 GAL TRANSFER TANK, JAN '14 - PARKS	01/27/2014	864.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/14		
75	D & B SUPPLY	623255		BALL HITCH, 5X8 GATED TRAILER, JAN '14 - PARKS	01/27/2014	829.98	.00	01-6175 SMALL TOOLS	1004	1/14		
75	D & B SUPPLY	623661		MULTILOAD CAN CRUSHER, JAN '14 - PARKS	01/28/2014	14.99	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/14		
75	D & B SUPPLY	624901		SAFETY BOOT, NEW EMPLOYEE JEREMIAH OSBORN, FEB '14 - SEWER	02/04/2014	183.99	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	2/14		
75	D & B SUPPLY	625014		PANTS, COAT FOR NEW EMPLOYEE J. OSBORN, FEB '14 - SEWER	02/04/2014	167.98	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	2/14		
75	D & B SUPPLY	626784		8 PRS WORK PANTS FOR WATER DEPT EMPLOYEES, FEB '14 - WATER	02/13/2014	604.92	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	2/14		
Total D & B SUPPLY:												
						2,666.84	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0588047	1440	4 GASKETS EACH FOR EFFLUENT PUMP #2 AND PUMP #3, FARM, MAR '14 - T. FLEMING	03/11/2014	155.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total FERGUSON WATERWORKS #1701:												
						155.00	.00					
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	111016	1414	NEW HEAD FOR INDIAN CREEK PUMP #2, SEWER, FEB '14 - C. KNIGHT	02/07/2014	1,842.88	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/14		
Total GEM STATE ELECTRIC:												
						1,842.88	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	C-101282		2 EA.PIPES, 1 EA DIMPLE BAND, 1 EA JOINT SEAL, GRAVITY IRRIGATION REPAIR, MAR.'14, P.I	03/07/2014	161.80	.00	25-6115 MAINT. & REPAIR-SYSTEM-GRAVITY	0	3/14		
63	HD SUPPLY WATERWORKS LTD	C127157	1472	RESTOCK 4 EA WATER VALVE LIDS, 4 EA VALVE CANS, WATER, MARCH '14 - M. DAVILA	03/10/2014	166.40	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total HD SUPPLY WATERWORKS LTD:							328.20	.00				
HDR ENGINEERING, INC.												
1646	HDR ENGINEERING, INC.	141509-B		FIRE SCREEN DESIGN, MARCH '14 - SEWER	03/15/2014	11,254.52	.00	21-6020 CAPITAL IMPROVEMENTS	0	3/14		
Total HDR ENGINEERING, INC.:							11,254.52	.00				
HOCOCHAN HOLDINGS, INC.												
1619	HOCOCHAN HOLDINGS, INC.	AR299694		COPIER LEASE, SHARP/MXM503N, MAR.'14, P & Z	03/13/2014	116.65	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/14		
1619	HOCOCHAN HOLDINGS, INC.	AR299694		COPIER LEASE, SHARP/MXM503N, MAR.'14	03/13/2014	236.85	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/14		
1619	HOCOCHAN HOLDINGS, INC.	AR299695		MAINT. SHARP MX4110N, COLOR COPIES, MAR.'13, ADMIN	03/13/2014	11.83	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/14		
1619	HOCOCHAN HOLDINGS, INC.	AR299695		MAINT. SHARP MX4110N, COLOR COPIES, MAR.'13, P & Z	03/13/2014	11.83	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/14		
1619	HOCOCHAN HOLDINGS, INC.	AR299695		MAINT. SHARP MX4110N, COLOR COPIES, MAR.'13, WATER	03/13/2014	14.50	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
1619	HOCOCHAN HOLDINGS, INC.	AR299695		MAINT. SHARP MX4110N, COLOR COPIES, MAR.'13, SEWER	03/13/2014	18.95	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
1619	HOCOCHAN HOLDINGS, INC.	AR299695		MAINT. SHARP MX4110N, COLOR COPIES, MAR.'13, P.I	03/13/2014	6.15	.00	25-6142 MAINT. & REPAIRS -	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1619	HOCOHAH HOLDINGS, INC.	AR299695		MAINT. SHARP.MXM503N. B&W COPIES. MAR.'13. ADMIN	03/13/2014	12.26	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	3/14		
1619	HOCOHAH HOLDINGS, INC.	AR299695		MAINT. SHARP.MXM503N. B&W COPIES. MAR.'13. P & Z	03/13/2014	12.26	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	3/14		
1619	HOCOHAH HOLDINGS, INC.	AR299695		MAINT. SHARP.MXM503N. B&W COPIES. MAR.'13. WATER	03/13/2014	15.04	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1619	HOCOHAH HOLDINGS, INC.	AR299695		MAINT. SHARP.MXM503N. B&W COPIES. MAR.'13. SEWER	03/13/2014	19.63	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1619	HOCOHAH HOLDINGS, INC.	AR299695		MAINT. SHARP.MXM503N. B&W COPIES. MAR.'13. P.I	03/13/2014	6.36	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
Total HOCOHAH HOLDINGS, INC.:							482.31	.00				
HOME DEPOT CREDIT SERVICES												
29	HOME DEPOT CREDIT SERVICES	031814	1509	PATCHMASTER & TURF BUILDER GRASS SEEDS FOR BASEBALL FIELDS, PARKS, MARCH '14 - B. WITHROW	03/18/2014	115.32	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
Total HOME DEPOT CREDIT SERVICES:							115.32	.00				
IDAHO FIRST AID & SAFETY, INC. DBA												
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1218	1508	RESTOCK FIRST AID. MAR.'14. PARKS	03/12/2014	9.91	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	3/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1218	1508	RESTOCK FIRST AID. MAR.'14. SEWER	03/12/2014	12.69	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	3/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1218	1508	RESTOCK FIRST AID. MAR.'14. WATER	03/12/2014	12.69	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1218	1508	RESTOCK FIRST AID, MAR.'14, P.I.	03/12/2014	4.36	.00	25-6230_SAFETY TRAINING & EQUIPMENT	0	3/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1219	1507	RESTOCK FIRST AID, MAR.'14, PARKS	03/12/2014	6.56	.00	01-6230_SAFETY TRAINING & EQUIPMENT	1004	3/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1219	1507	RESTOCK FIRST AID, MAR.'14, SEWER	03/12/2014	8.40	.00	21-6230_SAFETY TRAINING & EQUIPMENT	0	3/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1219	1507	RESTOCK FIRST AID, MAR.'14, WATER	03/12/2014	8.40	.00	20-6230_SAFETY TRAINING & EQUIPMENT	0	3/14		
1576	IDAHO FIRST AID & SAFETY, INC. DBA	1219	1507	RESTOCK FIRST AID, MAR.'14, P.I.	03/12/2014	2.89	.00	25-6230_SAFETY TRAINING & EQUIPMENT	0	3/14		
Total IDAHO FIRST AID & SAFETY, INC. DBA:							65.90	.00				
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	042014		CONTRACT SERVICES - APRIL '14	04/01/2014	4,537.67	.00	01-6005_ANIMAL CONTROL SERVICES	0	4/14		
Total IDAHO HUMANE SOCIETY:							4,537.67	.00				
IDAHO POWER CO												
38	IDAHO POWER CO	032014		MARCH 2014 - CITY HALL	03/20/2014	366.22	.00	01-6290_UTILITIES	0	3/14		
38	IDAHO POWER CO	032014		MARCH 2014 - P & Z	03/20/2014	97.52	.00	01-6290_UTILITIES	1003	3/14		
38	IDAHO POWER CO	032014		MARCH 2014 - SENIOR CTR	03/20/2014	305.93	.00	01-6290_UTILITIES	1001	3/14		
38	IDAHO POWER CO	032014		MARCH 2014 - STREET LIGHTS	03/20/2014	6,015.84	.00	01-6290_UTILITIES	1002	3/14		
38	IDAHO POWER CO	032014		MARCH 2014 - PARKS	03/20/2014	1,219.70	.00	01-6290_UTILITIES	1004	3/14		
38	IDAHO POWER CO	032014		MARCH 2014 - WATER	03/20/2014	7,938.72	.00	20-6290_UTILITIES EXPENSE	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided	
38	IDAHO POWER CO	032014		<u>MARCH 2014 - P.I</u>	03/20/2014	836.54	.00	25-6290 UTILITIES EXPENSE	0	3/14			
38	IDAHO POWER CO	032014		<u>MARCH 2014 - SEWER</u>	03/20/2014	18,909.60	.00	21-6290 UTILITIES EXPENSE	0	3/14			
38	IDAHO POWER CO	032014		<u>MARCH 2014 - SEWER-FARM</u>	03/20/2014	259.81	.00	21-6090 FARM EXPENDITURES	0	3/14			
Total IDAHO POWER CO:							35,949.88	.00					
IDAHO STATE POLICE													
1509	IDAHO STATE POLICE	S0460013		<u>FBI BACKGROUND CHECK NEW EMPLOYEE J. OSBORN, FEB '14 - SEWER</u>	02/24/2014	41.50	.00	21-6202 PROFESSIONAL SERVICES	0	2/14			
1509	IDAHO STATE POLICE	S0460014		<u>NATIONWIDE BACKGROUND CHECK NEW EMPLOYEE J. MORFIN, FEB '14 - WATER</u>	02/11/2014	33.20	.00	20-6202 PROFESSIONAL SERVICES	0	2/14			
1509	IDAHO STATE POLICE	S0460014		<u>NATIONWIDE BACKGROUND CHECK NEW EMPLOYEE J. MORFIN, FEB '14 - P.I.</u>	02/11/2014	8.30	.00	25-6202 PROFESSIONAL SERVICES	0	2/14			
1509	IDAHO STATE POLICE	S0460015		<u>FBI BACKGROUND CHECK NEW EMPLOYEE J. COX, FEB '14 - PARKS</u>	02/24/2014	41.50	.00	01-6202 PROFESSIONAL SERVICES	1004	2/14			
Total IDAHO STATE POLICE:							124.50	.00					
IDEXX DISTRIBUTION, INC.													
1620	IDEXX DISTRIBUTION, INC.	276121354	1499	<u>LAB SUPPLIES, T.SHAFFER, MAR '14, SEWER</u>	03/14/2014	327.86	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14			
1620	IDEXX DISTRIBUTION, INC.	276212850		<u>LAB SAMPLES, MARCH '14 - SEWER</u>	03/17/2014	160.29	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14			
Total IDEXX DISTRIBUTION, INC.:							488.15	.00					
IMP IDAHO, LLC													

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided	
1479	IMP IDAHO, LLC	37402	1489	ARBOR DAY FOUNDATION GRANT: PURCHASE OF 500 URBAN FORESTRY BOOKLETS. CHRIS ENGELS 03.12.14	03/18/2014	2,554.64	.00	03-6356 EXPENDITURE- ARBOR DAY FOUND.	0	3/14			
Total IMP IDAHO, LLC:													
						2,554.64	.00						
INTEGRA TELECOM													
1411	INTEGRA TELECOM	11790319		MONTHLY PHONE. MARCH '14 - ADMIN	03/01/2014	368.54	.00	01-6255 TELEPHONE	0	3/14			
1411	INTEGRA TELECOM	11790319		MONTHLY PHONE. MARCH '14 - P & Z	03/01/2014	122.89	.00	01-6211. RENT- BUILDINGS & LAND	1003	3/14			
1411	INTEGRA TELECOM	11790319		MONTHLY PHONE. MARCH '14 - WATER	03/01/2014	301.51	.00	20-6255 TELEPHONE EXPENSE	0	3/14			
1411	INTEGRA TELECOM	11790319		MONTHLY PHONE. MARCH '14 - SEWER	03/01/2014	393.63	.00	21-6255 TELEPHONE EXPENSE	0	3/14			
1411	INTEGRA TELECOM	11790319		MONTHLY PHONE. MARCH '14 - P.I.	03/01/2014	127.75	.00	25-6255 TELEPHONE EXPENSE	0	3/14			
						1,314.32	.00						
Total INTEGRA TELECOM:													
						1,314.32	.00						
INTEGRINET SOLUTIONS, INC.													
1595	INTEGRINET SOLUTIONS, INC.	66648		MONTHLY SERVER EMAIL MAINTENANCE. FEB '14 - ADMIN	02/28/2014	24.12	.00	01-6142. MAINT. & REPAIR - EQUIPMENT	0	2/14			
1595	INTEGRINET SOLUTIONS, INC.	66648		MONTHLY SERVER EMAIL MAINTENANCE. FEB '14 - P & Z	02/28/2014	8.04	.00	01-6142. MAINT. & REPAIR - EQUIPMENT	1003	2/14			
1595	INTEGRINET SOLUTIONS, INC.	66648		MONTHLY SERVER EMAIL MAINTENANCE. FEB '14 - WATER	02/28/2014	19.73	.00	20-6142. MAINT. & REPAIRS- EQUIPMENT	0	2/14			
1595	INTEGRINET SOLUTIONS, INC.	66648		MONTHLY SERVER EMAIL MAINTENANCE. FEB '14 - SEWER	02/28/2014	25.75	.00	21-6142. MAINT. & REPAIRS - EQUIPMENT	0	2/14			

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1595	INTEGRINET SOLUTIONS, INC.	66648		MONTHLY SERVER EMAIL MAINTENANCE FEB '14 - P.I.	02/28/2014	8.36	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/14		
1595	INTEGRINET SOLUTIONS, INC.	66909		NETWORK SUPPORT_MAR_14_ADMIN	03/15/2014	73.18	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	66909		NETWORK SUPPORT_MAR_14_P&Z	03/15/2014	24.40	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/14		
1595	INTEGRINET SOLUTIONS, INC.	66909		NETWORK SUPPORT_MAR_14_WATER	03/15/2014	59.87	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	66909		NETWORK SUPPORT_MAR_14_SEWER	03/15/2014	78.17	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	66909		NETWORK SUPPORT_MAR_14_P.I	03/15/2014	25.38	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
Total INTEGRINET SOLUTIONS, INC.:							347.00	.00				
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	04/2014		NATURAL GAS CONSUMPTION 2/14-3/17/14 - CITY HALL	03/20/2014	132.11	.00	01-6290 UTILITIES	0	3/14		
37	INTERMOUNTAIN GAS CO	04/2014		NATURAL GAS CONSUMPTION 2/14-3/17/14 - SR CTR	03/20/2014	234.56	.00	01-6290 UTILITIES	1001	3/14		
Total INTERMOUNTAIN GAS CO:							366.67	.00				
INTERNATIONAL CODE COUNCIL												
764	INTERNATIONAL CODE COUNCIL	2993585		MEMBERSHIP RENEWAL TO 3/2015, BLDG. INSPECTOR	03/31/2014	50.00	.00	01-6075 DUES & MEMBERSHIPS	1005	3/14		
Total INTERNATIONAL CODE COUNCIL:							50.00	.00				
J & M SANITATION, INC.												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
230	J & M SANITATION, INC.	3.13.14-3.26.1		3.13.14-3.26.14 SANITATION RECEIPT TRANSFER	03/27/2014	61,009.11	.00	26-7000 SOLID WASTE SERVICE FEES	0	3/14		
230	J & M SANITATION, INC.	3.13.14-3.26.1		3.13.14-3.26.14 SANITATION RECEIPT TRANSFER - LESS ADMIN FEE	03/27/2014	-6,027.70	.00	01-4170 FRANCHISE FEES	0	3/14		
Total J & M SANITATION, INC.:							54,981.41	.00				
KUNA LUMBER												
499	KUNA LUMBER	A64975	1506	SURVEY STAKES FOR PIZZA HUT PROJECT @BRIDGE ST. PARKS. MARCH '14 - B. WITHROW	03/18/2014	8.26	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
499	KUNA LUMBER	B51861		CONCRETE FOR BUTLER PI PROJECT. MAR. '14. PI	03/11/2014	7.58	.00	25-6020 CAPITAL IMPROVEMENTS	0	3/14		
Total KUNA LUMBER:							15.84	.00				
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	119884	1480	BAR CHAIN OIL. UTILITY HOOKS. B WITHROW. MAR. '14. PARKS	03/11/2014	23.42	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	119884	1480	GAS CANS. UTILITY KNIFE. GARDEN RAKES. GLOVES. B. WITHROW. MAR. '14. PARKS	03/11/2014	130.37	.00	01-6175 SMALL TOOLS	1004	3/14		
Total KUNA TRUE VALUE HARDWARE:							153.79	.00				
LAYNE OF IDAHO, INC.												
1322	LAYNE OF IDAHO, INC.	15188		WELL 6 REBUILD & REINSTALL PUMP. MAR. '14. WATER	03/07/2014	17,261.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	3/14		
Total LAYNE OF IDAHO, INC.:							17,261.00	.00				
METROQUIP, INC.												
196	METROQUIP, INC.	00022774	1481	1" X 10" WIRE SKIDS FOR SEWER VAC. TRUCK (2 EA.) (T.FLEWING)	03/11/2014	72.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total METROQUIP, INC.:												
						72.00	.00					
MISCELLANEOUS VENDORS												
285	MISCELLANEOUS VENDORS	S0470536		REIMBURSE NEW EMPLOYEE FOR FINGERPRINT COST. MARCH '14 - PARKS	03/17/2014	10.00	.00	01-2075 UNEARNED REVENUE	1004	3/14		
Total MISCELLANEOUS VENDORS:												
						10.00	.00					
NAMPA & MERIDIAN IRRIGATION DISTRICT												
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	1597D.3/14		2ND HALF TAX ROLL 2013 DUE 6/2014 - FARM	03/26/2014	606.52	.00	21-6090 FARM EXPENDITURES	0	3/14		
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	1597D.3/14		PROJECT O&M 2014. DUE BY 3/14 - FARM	03/26/2014	1,181.46	.00	21-6090 FARM EXPENDITURES	0	3/14		
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	1597E.3/14		2ND HALF TAX ROLL 2013 DUE 6/14 - FARM	03/26/2014	366.89	.00	21-6090 FARM EXPENDITURES	0	3/14		
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	1597E.3/14		PROJECT O&M 2014 DUE 8/14 - FARM	03/26/2014	709.42	.00	21-6090 FARM EXPENDITURES	0	3/14		
Total NAMPA & MERIDIAN IRRIGATION DISTRICT:												
						2,864.29	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	11052013		IRRIGATION WATER COSTS 204.32 ACRES OF MUNICIPAL POOLED LAND 1ST & 2ND ASSESSMENTS	11/05/2013	12,616.48	.00	25-6116 IRRIGATION/ WATER COSTS	0	3/14		
Total NEW YORK IRRIGATION DISTRICT:												
						12,616.48	.00					
PARTS, INC.												
470	PARTS, INC.	051456		OIL FILTER, TRUCK #20. B.BACHMAN, MAR '14, PARKS	03/11/2014	3.48	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/14		
470	PARTS, INC.	051456		OIL FILTER, TRUCK #20. B.BACHMAN, MAR '14, WATER	03/11/2014	4.18	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
470	PARTS, INC.	051456		OIL FILTER, TRUCK #20. B.BACHMAN, MAR.'14, SEWER	03/11/2014	4.18	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	3/14		
470	PARTS, INC.	051456		OIL FILTER, TRUCK #20. B.BACHMAN, MAR.'14, P.I.	03/11/2014	2.10	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	3/14		
Total PARTS, INC.:							13.94	.00				
PIPECO, INC												
55	PIPECO, INC	0000206792	1348	2 EA PVC BALL VALVES FOR LAGOONS, SEWER, JAN '14 - T. FLEMING	01/21/2014	160.13	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/14		
Total PIPECO, INC:							160.13	.00				
PIPELINE INSPECTION SERVICES,												
1238	PIPELINE INSPECTION SERVICES,	10769	1475	PIPE REPAIR @ FARM IN WEST CONTACT CHAMBER, PUMP #2 EFFLUENT PUMP, MARCH '14 - T. FLEMING	02/19/2014	3,400.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/14		
Total PIPELINE INSPECTION SERVICES:							3,400.00	.00				
PLATT ELECTRIC SUPPLY, INC.												
1613	PLATT ELECTRIC SUPPLY, INC.	B860975	1477	3 EA. MOTION LIGHTS FOR PARKS, B.BACHMAN, MAR.'14	03/11/2014	374.85	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
Total PLATT ELECTRIC SUPPLY, INC.:							374.85	.00				
POST DRILLING, INC.												
1679	POST DRILLING, INC.	151		RE-DEVELOP WELL #3, MARCH '14 - WATER	03/25/2014	12,850.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	3/14		
Total POST DRILLING, INC.:							12,850.00	.00				
REPUBLIC SERVICES #884												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided	
1610	REPUBLIC SERVICES #884	0884-0006168		SOLID WASTE, NWWTP, FEB '14, WATER	02/28/2014	34.93	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/14			
1610	REPUBLIC SERVICES #884	0884-0006168		SOLID WASTE, NWWTP, FEB '14, SEWER	02/28/2014	34.93	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	2/14			
1610	REPUBLIC SERVICES #884	0884-0006168		SOLID WASTE, NWWTP, FEB '14, P.I	02/28/2014	13.29	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	2/14			
Total REPUBLIC SERVICES #884:							83.15	.00					
ROGERS MACHINERY COMPANY, INC.													
510	ROGERS MACHINERY COMPANY, INC.	940415	1488	2 CS OF 12 QUARTS EACH SYNTHETIC OIL, SEWER, MARCH '14 - VENDOR	03/12/2014	526.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14			
Total ROGERS MACHINERY COMPANY, INC.:							526.00	.00					
SERVICE FILTRATION CORPORATION dba													
1678	SERVICE FILTRATION CORPORATION dba	220870	1459	REPLACE STAINLESS STEEL MOTOR SHAFT FOR RECIRCULATING PUMP ON ODOOR SCRUBBER, SEWER PLANT, MARCH '14 - M. NADEAU	03/06/2014	266.89	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14			
Total SERVICE FILTRATION CORPORATION dba:							266.89	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER													
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	031014		NEW EMPLOYEE IMMUNIZATIONS, ACCT.#405173547, 405173545, J.DUPPONG & J.OSBORN, MAR '14, SEWER	03/10/2014	334.84	.00	21-6202 PROFESSIONAL SERVICES	0	3/14			
Total ST. LUKE'S REGIONAL MEDICAL CENTER:							334.84	.00					
STAPLES ADVANTAGE													

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1292	STAPLES ADVANTAGE	8029069179	1463	PENCIL LEAD, STAPLE REMOVER, CUSTOMER SUCKERS, ADMIN, MAR, '14	03/08/2014	54.15	.00	01-6165 OFFICE SUPPLIES	0	3/14		
1292	STAPLES ADVANTAGE	8029145761	1491	1 PK. BALL POINT PENS, 1 MULTIPURPOSE CLEANER, 1 KITCHEN CLEANER, 1 FRIDGE/FREEZER ODOR ABSORBER, CITY HALL, K. RICE, MAR, '14	03/15/2014	21.69	.00	01-6165 OFFICE SUPPLIES	0	3/14		
1292	STAPLES ADVANTAGE	8029145761	1491	5 EA SPIRAL NOTEBOOKS, WATER, MAR, '14	03/15/2014	7.52	.00	20-6165 OFFICE SUPPLIES	0	3/14		
1292	STAPLES ADVANTAGE	8029145761	1491	5 EA SPIRAL NOTEBOOKS, WATER, MAR, '14	03/15/2014	1.88	.00	25-6165 OFFICE SUPPLIES	0	3/14		
1292	STAPLES ADVANTAGE	8029145761	1491	10 PK. COLORED CARD STOCK, SEWER, MAR, '14	03/15/2014	156.60	.00	21-6165 OFFICE SUPPLIES	0	3/14		
Total STAPLES ADVANTAGE:						241.84	.00					
TATES RENTS												
59	TATES RENTS	642069	1490	LIMB CHIPPER RENTAL INCLUDING GASOLINE, B. WITHROW, MAR, '14, PARKS	03/13/2014	197.16	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
59	TATES RENTS	642069	1490	LIMB CHIPPER RENTAL INCLUDING GASOLINE, B. WITHROW, MAR, '14, PARKS	03/13/2014	101.14	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
59	TATES RENTS	W11818	1490	AIR FILTER COVER, B. WITHROW, MAR, '14, PARKS	03/04/2014	6.35	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
Total TATES RENTS:						304.65	.00					
TIM GORDON												
997	TIM GORDON	042014		CITY HALL RENT - APRIL 2014 - CITY HALL	04/01/2014	1,259.87	.00	01-6211 RENT- BUILDINGS & LAND	0	4/14		
997	TIM GORDON	042014		CITY HALL RENT - APRIL 2014 - P & Z	04/01/2014	420.11	.00	01-6211 RENT- BUILDINGS & LAND	1003	4/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
997	TIM GORDON	042014		CITY HALL RENT - APRIL 2014 - WATER	04/01/2014	1,031.16	.00	20-6211 RENT-BUILDINGS & LAND	0	4/14		
997	TIM GORDON	042014		CITY HALL RENT - APRIL 2014 - SEWER	04/01/2014	1,345.68	.00	21-6211 RENT-BUILDINGS & LAND	0	4/14		
997	TIM GORDON	042014		CITY HALL RENT - APRIL 2014 - P.I	04/01/2014	436.28	.00	25-6211 RENT-BUILDINGS & LAND	0	4/14		
Total TIM GORDON:						4,493.10	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:03522746		2 EA CREAMER, MAR '14, CITY HALL	03/17/2014	3.60	.00	01-6165 OFFICE SUPPLIES	0	3/14		
Total TREASURE VALLEY COFFEE:						3.60	.00					
TS HUGHES, INC. dba												
1675	TS HUGHES, INC. dba	73285		SHEATHING REMOVAL, WELL #6, MAR '14, WATER	03/09/2014	640.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	3/14		
Total TS HUGHES, INC. dba:						640.00	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	01282014	1417	BEST BUY - TRUCK #19 WATER DEPT. DURABLE LAPTOP CADDY/MOUNT FOR METER READER LAPTOP READER (B. BACHMAN)	01/27/2014	117.37	.00	20-6175 SMALL TOOLS	0	1/14		
1444	U.S. BANK (VISA)	01282014	1417	BEST BUY - TRUCK #19 WATER DEPT. DURABLE LAPTOP CADDY/MOUNT FOR METER READER LAPTOP READER (B. BACHMAN)	01/27/2014	23.32	.00	20-6175 SMALL TOOLS	0	1/14		
1444	U.S. BANK (VISA)	01282014	1417	BEST BUY - ULTRA RED PROGRAMMABLE SCROLLING LED MESSAGE MARQUEE SIGN 4"X26"X1" FOR BF PARK (B. BACHMAN)	01/27/2014	175.06	.00	01-6175 SMALL TOOLS	1004	1/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	01282014B	1416	COMMUNITY DEVELOPMENT EXTENSION INSTITUTE - TROY BEHNING/WENDY HOWELL - (W. HOWELL)	01/28/2014	398.00	.00	01-6265 TRAINING & SCHOOLING	1003	1/14		
1444	U.S. BANK (VISA)	02112014		CUTLERY, PAPER GOODS FOR MAYOR'S LUNCHEON, STATE OF THE CITY ADDRESS, PRINCIPAL MTGS, FEB '14 - ADMIN	02/11/2014	75.10	.00	01-6155 MEETINGS/COMMITTEES	0	2/14		
1444	U.S. BANK (VISA)	02132014	1433	PURCHASE REFRESHMENTS FOR THE MAYOR'S 2014 STATE OF THE CITY ADDRESS FROM RIDLEY'S (C. ENGELS)	02/13/2014	75.65	.00	01-6155 MEETINGS/COMMITTEES	0	2/14		
1444	U.S. BANK (VISA)	02242014		SANDWICHES, SODAS, CUTLERY, FOR TV PARTNERSHIP LUNCHEON MTG, FEB '14 - ADMIN	02/24/2014	200.00	.00	01-6155 MEETINGS/COMMITTEES	0	2/14		
1444	U.S. BANK (VISA)	1669721	1415	REGISTRATION IN URBAN LAND INSTITUTE - BUILDING HEALTHY PLACES SEMINAR FOR TRAVIS JEFFERS - (W. HOWELL)	01/28/2014	50.00	.00	01-6265 TRAINING & SCHOOLING	1003	1/14		
1444	U.S. BANK (VISA)	2272468		PURCHASE 3 AIRPOTS W/SIGNS FOR MEETINGS, FEB '14 - ADMIN	02/20/2014	137.63	.00	01-6165 OFFICE SUPPLIES	0	2/14		
Total U.S. BANK (VISA):							1,252.13	.00				
WATER DEPOSIT REFUNDS #1685												
1685	WATER DEPOSIT REFUNDS #1685	130740.02		B. PRESS. #130740.02 - WATER DEP REF	03/12/2014	5.24	.00	20-2200 WATER DEPOSITS HELD	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	150810.02		P. PARKE. #150810.02 - WATER DEP REF	03/04/2014	69.46	.00	20-2200 WATER DEPOSITS HELD	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	182220.01		O. PONJEVIC. #182220.01 - WATER DEP REF	02/27/2014	46.43	.00	20-2200 WATER DEPOSITS HELD	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	202050.02		T. MORREALE. #202050.02 - ACCT OVERPMT	03/04/2014	85.07	.00	99-1075 Utility Cash Clearing	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1685	WATER DEPOSIT REFUNDS #1685	20520.02		MAGELLAN COMPANIES, #20520.02 - WATER DEP REF	03/04/2014	31.45	.00	20-2200. WATER DEPOSITS HELD	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	220955.02		B.L. ARENT, #220955.02 - ACCT OVERPMT	02/27/2014	95.49	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	240150.02		L. MAWING, #240150.02 - ACCT OVERPMT	02/27/2014	91.76	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	240390.01		C. HARDY, #240390.01 - WATER DEP REF	03/04/2014	65.62	.00	20-2200. WATER DEPOSITS HELD	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	260940.02		G. JCKES, #260940.02 - ACCT OVERPMT	02/27/2014	102.03	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	274505.02		D.R. GRANT, #274505.02 - ACCT OVERPMT	02/26/2014	11.41	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	280790.01		CBH HOMES, #280790.01 - ACCT OVERPMT	02/27/2014	76.94	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	280795.01		CBH HOMES, #280795.01 - ACCT OVERPMT	02/24/2014	86.86	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	31020.01		T. REISCHMAN, #31020.01 - ACCT OVERPMT	03/11/2014	62.05	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	50400.02		GORILLA CAPITAL, #50400.02 - ACCT OVERPMT	02/28/2014	153.59	.00	99-1075. Utility Cash Clearing	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	50400.02		GORILLA CAPITAL, #50400.02 - WATER DEP REF	02/28/2014	100.00	.00	20-2200. WATER DEPOSITS HELD	0	3/14		
1685	WATER DEPOSIT REFUNDS #1685	90350.02		TURBO FITNESS, #90350.02 - WATER DEP REF	02/28/2014	39.73	.00	20-2200. WATER DEPOSITS HELD	0	3/14		
Total WATER DEPOSIT REFUNDS #1685:						1,123.13	.00					
1633	WESTERN RECORDS DESTRUCTION, INC.	0239233		RECORDS DESTRUCTION FOR 2/1/14-2/28/14, MAR.'14, ADMIN	03/01/2014	9.35	.00	01-6052 CONTRACT SERVICES	0	3/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0239233		RECORDS DESTRUCTION FOR 2/1/14-2/28/14, MAR.'14, WATER	03/01/2014	5.75	.00	20-6052 CONTRACT SERVICES	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1633	WESTERN RECORDS DESTRUCTION, INC.	0239233		RECORDS DESTRUCTION FOR 2/1/14-2/28/14, MAR '14, SEWER	03/01/2014	7.50	.00	21-6052 CONTRACT SERVICES	0	3/14		
1633	WESTERN RECORDS DESTRUCTION, INC.	0239233		RECORDS DESTRUCTION FOR 2/1/14-2/28/14, MAR '14, P.I	03/01/2014	2.40	.00	25-6052 CONTRACT SERVICES	0	3/14		
Total WESTERN RECORDS DESTRUCTION, INC.:							25.00	.00				
Grand Totals:							254,153.06	265.00				

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine) \$ 562.50 _____
 OFF PREMISE BEER \$ 50.00 X _____
 OFF PREMISE WINE \$ 200.00 X _____
 ON PREMISE BEER \$ 200.00 _____
 ON PREMISE WINE \$ 200.00 _____
 CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE) _____

*** OFFICE USE ONLY ***

Date 3/21/14 City License No. _____
 New ___ Renewal X Modification ___ Transfer ___

 LICENSE REVIEWED AND:
 APPROVED _____ DENIED _____

 MAYOR

CCM 4.1.14

TOTAL \$ 250.00 Paid CK # 8525
 Receipt # 11.000244 3.21.14

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME Kuna Super C Store BUSINESS PHONE (208) 922-4506
 BUSINESS LOCATION 331 Avenue D Kuna 83634
 Street City Zip
 BUSINESS MAILING ADDRESS P.O. Box 1545 Boise 83701
 Street City Zip
 APPLICANT NAME Shiva, LLC PHONE (208) 922-4506
 RESIDENCE ADDRESS 331 Avenue D Kuna 83634
 Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Natu A. Patel ADDRESS 784 W. Bury St., Kuna, ID 83634
 NAME Sharda N. Patel ADDRESS 784 W. Bury St., Kuna, ID 83634
 NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 71380

Premise Number: 1A-173

License Year: 2015

License Number: 3272

This is to certify, that
doing business as: Shiva LLC
Kuna Super C Store

is licensed to sell alcoholic beverages as stated below at: 331 Avenue D, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes \$50.00
On-premise consumption	No
Kegs to go	No
Restaurant	No
Wine by the bottle	Yes \$100.00
Wine by the glass	No
Multipurpose arena	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

SHIVA LLC
 KUNA SUPER C STORE
 PO BOX 1545
 BOISE, ID 83701
 Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



John Powell
Director of Idaho State Police

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License Year: 2015

License #: 201500173

This is to certify that **SHIVA LLC**
doing business as: **KUNA SUPER C STORE**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at **331 AVENUE D** in **KUNA**, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: **May 1, 2014 - April 30, 2015**

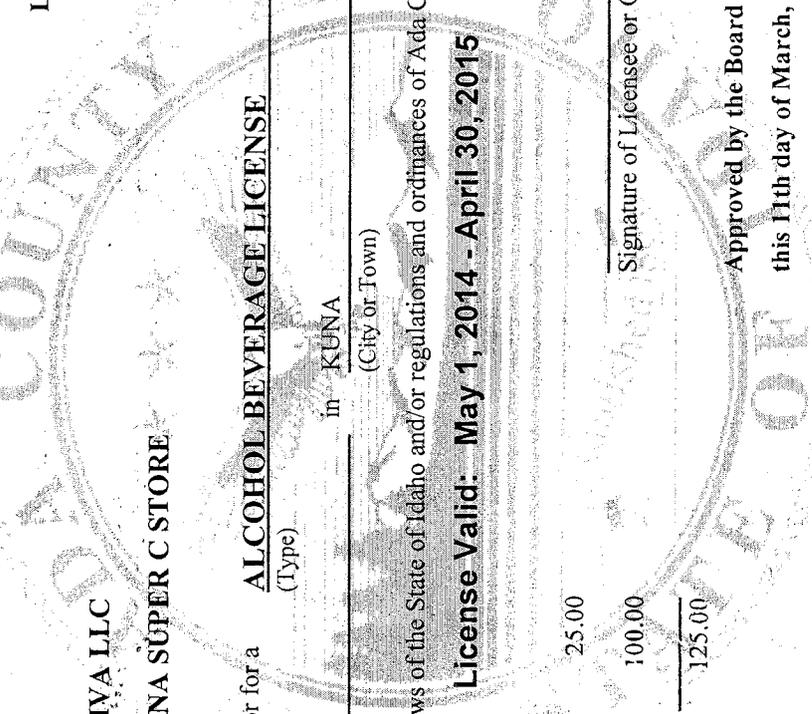
BEER	
Retail	25.00
WINE	
Retail	100.00
TOTAL	<u>125.00</u>

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 11th day of March, 2014.

Christopher D. Rich
Christopher D. Rich, Clerk/Auditor/Recorder

David L. Case
Chairman





CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

*** OFFICE USE ONLY ***

Date 3/21/14 City License No. _____

New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND:

APPROVED ___ DENIED ___

MAYOR

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine)	\$ 562.50	<u>562.50</u>
OFF PREMISE BEER	\$ 50.00	<u>0</u>
OFF PREMISE WINE	\$ 200.00	<u>0</u>
ON PREMISE BEER	\$ 200.00	<u>200.00</u>
ON PREMISE WINE	\$ 200.00	<u>0</u>
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		<u>762.50</u>

CCM 4.1.14

TOTAL \$ 762.50 pd CK# 17945

Receipt# 11.000247 3.21.14

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME PSL inc / Cowgirls BUSINESS PHONE 340 0020

BUSINESS LOCATION 353 Ave E Kuna ID 83634
Street City Zip

BUSINESS MAILING ADDRESS 1577 Linder #275 Kuna, ID 83634
Street City Zip

APPLICANT NAME Perry Shirley Leffler PHONE 208-340 0020

RESIDENCE ADDRESS 5125 Roy Drive Nampa ID 83686
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Perry Leffler ADDRESS 5125 Roy Dr. Nampa, ID 83686

NAME Shirley Leffler ADDRESS 5125 Roy Dr. Nampa, ID 83686

NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 71537
ISLD ID: 5534

Premise Number: 1A-834
Incorporated City

License Year: 2015
License Number: 4777

This is to certify, that
doing business as: PSL Inc
Cowgirls Kuna

is licensed to sell alcoholic beverages as stated below at: 347 & 353 Ave E, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Signature of Licensee, Corporate Officer, LLC-Member or Partner

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

PSL INC
COWGIRLS KUNA
1577 N LINDER #275
KUNA, ID 83634
Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



Director of Idaho State Police

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License #: 201500154

License Year: 2015

This is to certify that PSL INC
doing business as: COWGIRLS KUNA

is granted a / to conduct a / or for a ALCOHOL BEVERAGE LICENSE
(Type)
at 347 & 353 AVE B in KUNA State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2014 - April 30, 2015

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	225.00

[Signature]
Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 11th day of March, 2014.

[Signature]
Christopher D. Rich, Clerk/Auditor/Recorder

[Signature]
Chairman

RECEIVED

MAR 24 2014



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
KUNA CITY CLERK
APPLICATION

*** OFFICE USE ONLY ***

Date 3.24.14 City License No. _____

New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND:

APPROVED _____ DENIED _____

_____ MAYOR

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine)	\$ 562.50	_____
OFF PREMISE BEER	\$ 50.00	<u>\$50.00</u>
OFF PREMISE WINE	\$ 200.00	<u>\$200.00</u>
ON PREMISE BEER	\$ 200.00	_____
ON PREMISE WINE	\$ 200.00	_____
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		_____

CCM 4.1.14

TOTAL \$ \$250.00 pd 3.24.14
Receipt # 11.000248 CK # 40775

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME Big Smoke LLC. #134 BUSINESS PHONE 208-475-5615

BUSINESS LOCATION 1031 E. Kuna Rd Ste. 150 Kuna, ID 83634
Street City Zip

BUSINESS MAILING ADDRESS 4280 E. Amity Ste. 103 Nampa, ID 83687
Street City Zip

APPLICANT NAME Hal C. Baird PHONE 208-475-5615

RESIDENCE ADDRESS 1412 W. Villa Norte Boise, ID 83702
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

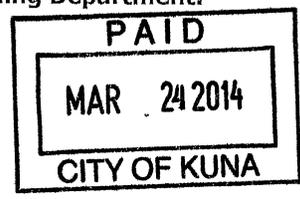
NAME See Attached ADDRESS _____

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

6/9/2009



State of Idaho

Idaho State Police

Premise Number: 1A-6500

Retail Alcohol Beverage License

Cycle Tracking Number: 71763

License Year: 2015

License Number: 6500

This is to certify, that
doing business as: New Big Smoke LLC
Big Smoke #134

is licensed to sell alcoholic beverages as stated below at: 1031 E Kuna Rd Ste 150, Kuna, Ada
County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premise consumption	No
Kegs to go	No
Restaurant	No
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Multipurpose arena	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

NEW BIG SMOKE LLC
 BIG SMOKE #134
 4280 AMITY AVE STE 103
 NAMPA, ID 83687
 Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



[Signature]
Director of Idaho State Police

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License #: 201500218

License Year: 2015

This is to certify that **NEW BIG SMOKE LLC**
doing business as: **BIG SMOKE # 134**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at **1031 E KUNA RD STE 150** in **KUNA** State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County

License Valid: May 1, 2014 - April 30, 2015

BEER

Retail

WINE

Retail

TOTAL

25.00
100.00
125.00

[Signature]
Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 18th day of March, 2014.

[Signature]
Chairman

[Signature]
Christopher D. Rich, Clerk/Auditor/Recorder



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine) \$ 562.50 562.50
 OFF PREMISE BEER \$ 50.00 _____
 OFF PREMISE WINE \$ 200.00 _____
 ON PREMISE BEER \$ 200.00 200.00
 ON PREMISE WINE \$ 200.00 _____
 CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE) _____

***** OFFICE USE ONLY *****

Date 3.25.14 City License No. _____
 New ___ Renewal Modification ___ Transfer ___

 LICENSE REVIEWED AND:
 APPROVED _____ DENIED _____

 MAYOR

CCM4.1.14

TOTAL \$ 7102.50 pd 3.25.14
 Receipt # 11.000249 ck # 2239

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME PacWest Bars, LLC BUSINESS PHONE 922.9797
 BUSINESS LOCATION 414 W. Main St. Kuna 83634
Street City Zip
 BUSINESS MAILING ADDRESS P.O. Box 463 Kuna 83634
Street City Zip
 APPLICANT NAME Gary Packard PHONE 922.4342
 RESIDENCE ADDRESS 2354 S. Blackcat Kuna 83634
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED

State of Idaho

Idaho State Police Retail Alcohol Beverage License

Cycle Tracking Number: 71076
ISLD ID: 6411

Premise Number: 1A-239
Incorporated City

License Year: 2015
License Number: 3540

This is to certify, that
doing business as: Pacwest Bars LLC
Red Eye Saloon

is licensed to sell alcoholic beverages as stated below at: 414 Main St, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

PACWEST BARS LLC
 RED EYE SALOON
 PO BOX 463
 KUNA, ID 83634
 Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



Director of Idaho State Police

(This license must be conspicuously displayed)

**ADA COUNTY LICENSE
STATE OF IDAHO**

License Year: 2015

License #: 201500262

This is to certify that **PACWEST BARS LLC**

doing business as: **RED EYE SALOON**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 414 MAIN ST in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2014 - April 30, 2015

BEER

Draught/Bottled/Canned 100.00

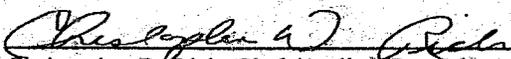
LIQUOR

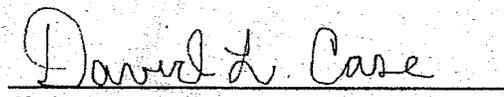
By The Drink 125.00

TOTAL 225.00

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 18th day of March, 2014.


Christopher D. Rich, Clerk/Auditor/Recorder


Chairman

RESOLUTION NO. R19-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT WITH THE KUNA SCHOOL DISTRICT FOR THE USE OF A COMMUNITY GARDEN, CITY TREE FARM, YOUTH HORTICULTURAL ACTIVITIES AND A GREENHOUSE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the School Property Lease Agreement for the use of a community garden, city tree farm, youth horticultural activities and a greenhouse, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Exhibit A

SCHOOL PROPERTY LEASE AGREEMENT

A LEASE AGREEMENT RELATING TO THE USE OF SCHOOL PROPERTY BY THE CITY OF KUNA, IDAHO FOR USE AS A COMMUNITY GARDEN, CITY TREE FARM, YOUTH HORTICULTURE ACTIVITIES, AND GREENHOUSE.

THIS AGREEMENT, entered into as of this 11th day of March 2014, by and between the CITY OF KUNA, IDAHO (hereinafter called CITY) and the KUNA SCHOOL DISTRICT, (hereinafter called SCHOOL).

WHEREAS;

1. SCHOOL owns certain property as described in EXHIBIT A (Property), attached hereto; and
2. CITY desires to enter into a lease agreement with the SCHOOL to use said property for as a community garden, city tree farm, youth horticulture activities, and greenhouse at no cost to the CITY; and
3. The SCHOOL has agreed to allow the CITY to use the property; and
4. The SCHOOL and CITY desire to memorialize their understanding into this agreement.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The above recitals are contractual and are incorporated in this agreement by reference.
2. SCHOOL shall lease the Property to the CITY.
3. The initial term of this lease is for the period commencing on January 1, 2014 and ending January 1, 2024. This term can be extended for additional terms upon giving written notice of the same to the SCHOOL. Either party may terminate this agreement by giving sixty (60) days written notice to the other party at the address listed in this agreement. SCHOOL agrees to lease the Property to CITY for no charge.
4. CITY shall be responsible for all maintenance costs of the Property.
5. CITY shall maintain insurance on said Property.
6. CITY shall widen the access bridge across Indian Creek.

7. CITY shall post the Property with signage acknowledging the Union Pacific Railroad provided funds to commence rehabilitation of the site and provide for railroad safety.
8. CITY agrees to provide liability insurance; said coverage to include CITY's agents and employees, and cover all activities upon the Property. CITY also agrees to name the SCHOOL as an additional insured on the CITY'S insurance policy.
9. No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the Property by CITY without first obtaining the written consent of SCHOOL. All alterations, additions or improvements made by CITY shall be the property of SCHOOL and surrendered with the premises at termination of this lease.
10. SCHOOL shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
11. The parties acknowledge that sufficient consideration has been given and received by both parties
12. CITY agrees to indemnify, defend, and hold harmless SCHOOL, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CITY, CITY'S agents, employees, or representatives under this Agreement.
13. CITY shall have the right to enter into a subsequent lease by giving written notice to the LESSOR by December 15th of the year that the lease expires. All terms shall be agreed by the parties in writing.
14. CITY will only use the property in a way that is in compliance with the terms of this lease. The CITY's use of the property shall not be changed without the consent of SCHOOL.
15. This is the entire agreement of the CITY and the SCHOOL and can only be modified or amended in writing by the parties.
16. Any notice may be served upon SCHOOL by certified mail to SCHOOL at:

Kuna School District Office
711 E Porter
Kuna, Idaho 83634

And any notice may be served upon CITY by certified mail to CITY at:

City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634;

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

DATED this 11th day of March, 2014.

SCHOOL:

CITY:

By _____

Kuna School District

City of Kuna, Idaho

By *Carl Kucera*

By _____

W. Greg Nelson

Its *Chairman, Board of Trustees*

Its _____

Mayor

ATTEST:

ATTEST:

Clerk of _____

Clerk of _____



City of Kuna

Council Staff Report

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

To: City Council

Case Number(s): 07-03-DA (Develop Agreement Modification) Profile Ridge Commercial Subdivision

Location: 1403 N. Meridian Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: April 1, 2014

Owner: **D. Mark Ridley**
621 Washington St. South
Twin Falls, Idaho 83301
(208) 320-2070
mark@shopsridleys.com

Applicant: **Curt Faus - Rick Millsap**
5755 Willow Lane
Lake Oswego, Or 97035
503.699.1106
Rick Millsap@cfauscorp.com

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity and Aerial Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Proposed Findings of Fact
- J. Proposed Conclusions of Law
- K. Proposed Decision by the Commission

A. Course of Proceedings

1. Kuna City Code (KCC), Title 5, Chapter 14, Section 7, addresses *Development Agreements regulations* and states *A development agreement may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.* Staff views this request to be valid and eligible for such a request as this application has met the noticing requirements for public hearings to modify the development agreement.

a. Notifications

- | | |
|---------------------------|---------------------------------------|
| i. Neighborhood Meeting | December 19, 2013 (1 person attended) |
| ii. Agencies | January 20, 2014 |
| iii. 300' Property Owners | March 10, 2014 |

iv. Kuna, Melba Newspaper

March 5, 2014

v. Site Posted

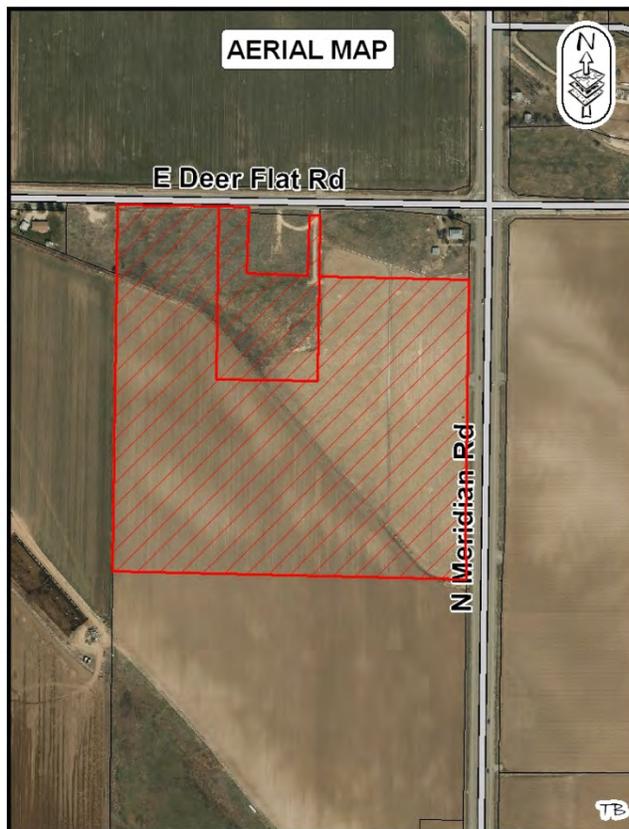
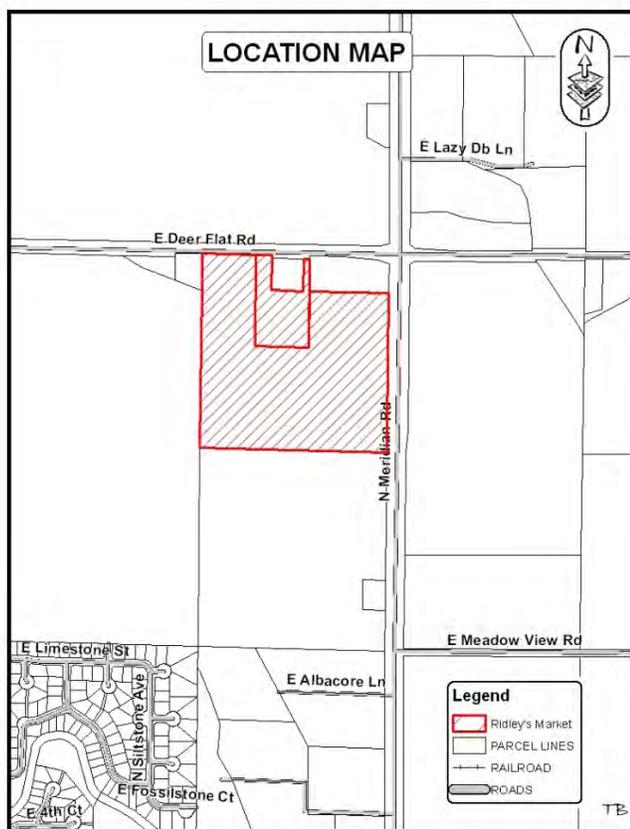
March 21, 2014

B. Applicants Request:

1. Request:

Applicant requests modification of the development agreement with the City for the Profile Ridge development at the south west corner of Deer Flat and State Highway 69 (SH 69). This application specifically proposes a full-access into and out of the commercial project. Currently, the approvals for site access are a right-in, right-out, onto and from East Profile Street.

C. Vicinity and Aerial Maps:



D. History: The property was recently (Dec. 2013) improved with the Ridley's Family Market grocery and Ace Hardware stores, including five other semi-improved pads and a complete parking lot for all pads. The Final Plat was approved in November 2013, and has yet to be recorded with Ada County recorders office.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use Commercial. This application does not include a request for a change in the current land-use.

2. **Surrounding Land Uses:**

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

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**
 - 33.2 +/- total acres
 - C-1, Neighborhood Commercial
 - Parcels S1324110155 (3.82 ac.) and S1324110085 (29.3 ac.)

4. **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 Fire District
 - Police Protection – Kuna City Police (Ada County Sheriff’s office)
 - Sanitation Services – K&M Sanitation

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a Ridley’s grocery store and Ace Hardware store open for business. The total building size is approx. 55,200 square feet. The site has 5 other semi-improved pads awaiting a structure. There is an improved parking lot to will serve the entire site and landscaping which covers the common spaces and buffers.

6. **Transportation / Connectivity:** The site has an existing access from Deer Flat Road (a cross-access agreement is in place for all Profile Ridge Lots) and a right-in/right-out in the south east corner of the site from East Profile Street. Applicant proposes a full access to and from SH 69/Meridian Road from East Profile Street.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site’s topography is generally flat.

8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Boise Project Board of Control, the Idaho Transportation Department (ITD), and Central District Health Department. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Ada County Highway District, Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, and the US Post Office.

F. Staff Analysis:

This site is near the south west corner (SWC) of SH 69/Meridian and Deer Flat Roads. The applicant’s current approvals allow for right-in/right-out of the site and the site is constructed to handle this type of access. Applicant is required to yet build a curb in SH 69 to prevent left-in and left-out of the site. This application however, proposes a full-access for ingress/egress purposes, and remove the requirement to provide a curb in SH 69 preventing left-in / left-out.

The Highway Overlay District corridor prohibits a full access except at the mid-mile or full mile intersections, with certain exceptions as provided in KCC 5-2A-6. This application proposes to initiate that exception. The mid-mile intersection has not been constructed, it is recommended the Council approve the modification request; otherwise the site will be limited to one full access point on Deer Flat Road.

Idaho Transportation Department (ITD) would support approving this request. However if at some point after its construction a need arises to remove the full access, then it would be removed at that time through the authority of ITD. Reasons for its removal would include but are not limited to, roadway capacity issues and/or public safety demands. It would be staffs position to follow ITD’s lead on the issue of left-in, left-out.

G. Applicable Standards:

1. Kuna City Code, Title 5, Zoning Ordinance No. 230, 546 and 570,
2. Kuna City Code, Title 5, Section 3, Zoning Regulations,
3. Kuna City Code, Title 5, Section 2, Overlay District Ordinance,
4. Kuna City Code, Comprehensive Plan and Future Land Use Map,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

H. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below.

1. The proposed application for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICY – *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 private property “takings”.*

Policy 1: 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 criterion established to determine the potential for property taking.

GOALS AND POLICY – *Economic Development*

Goal 1: *Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.*

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – *Land Use*

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

Objective 2.1: Assist in retaining or expanding sales opportunities in entertainment, sit-down restaurants, and neighborhood/convenience shopping categories. Encourage neighborhood and community-scale retail.

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

GOALS AND POLICY – *Transportation*

Policy 1.1.2: Pedestrian and bicycle activities should be separate from automobiles road system – where possible.

Policy 3.2.1: Encourage developers to create mixed use developments that will reduce travel demand through trip capture.

Policy 3.2.2: Increase Kuna’s employment opportunities as a means of reducing commuter trips.

Policy 3.4.9: Assure that commercial ventures have a secondary means of roadway access.

Policy 3.4.10: Require shared driveway access where possible.

Policy 3.4.12: Promote ease of access to all portions of the City.

I. Proposed Findings of Fact:

1. As mentioned above, this modification request conflicts with the Highway 69 Overlay District as to limited access. However, due to the fact that if denied, the site would have only one (1) full access point. According to ITD letter dated February 3, 2014 this proposal is in compliance with ITD district 3, policy.
2. The modification appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The modification uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
4. Staff is not fully aware if this modification request is likely to cause adverse public safety problems.
5. The modification does not appear to cause 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.
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for commercial purposes.
7. Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
8. Based on the evidence contained in Case No. 07-03-DA (DA Modification), this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
9. The City Council has the authority to approve or deny this application.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No. 07-03-DA (DA Modification), the Kuna City Council finds Case No. 07-03-DA (DA Modification), appears to comply with Kuna City Code.
2. Based on the evidence contained in Case No. 07-03-DA (DA Modification), the Kuna City Council finds Case No. 07-03-DA (DA Modification), appears to be consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

K. Proposed Decision by the Planning and Zoning Commission:

Note: This proposed motion is for approval or denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.

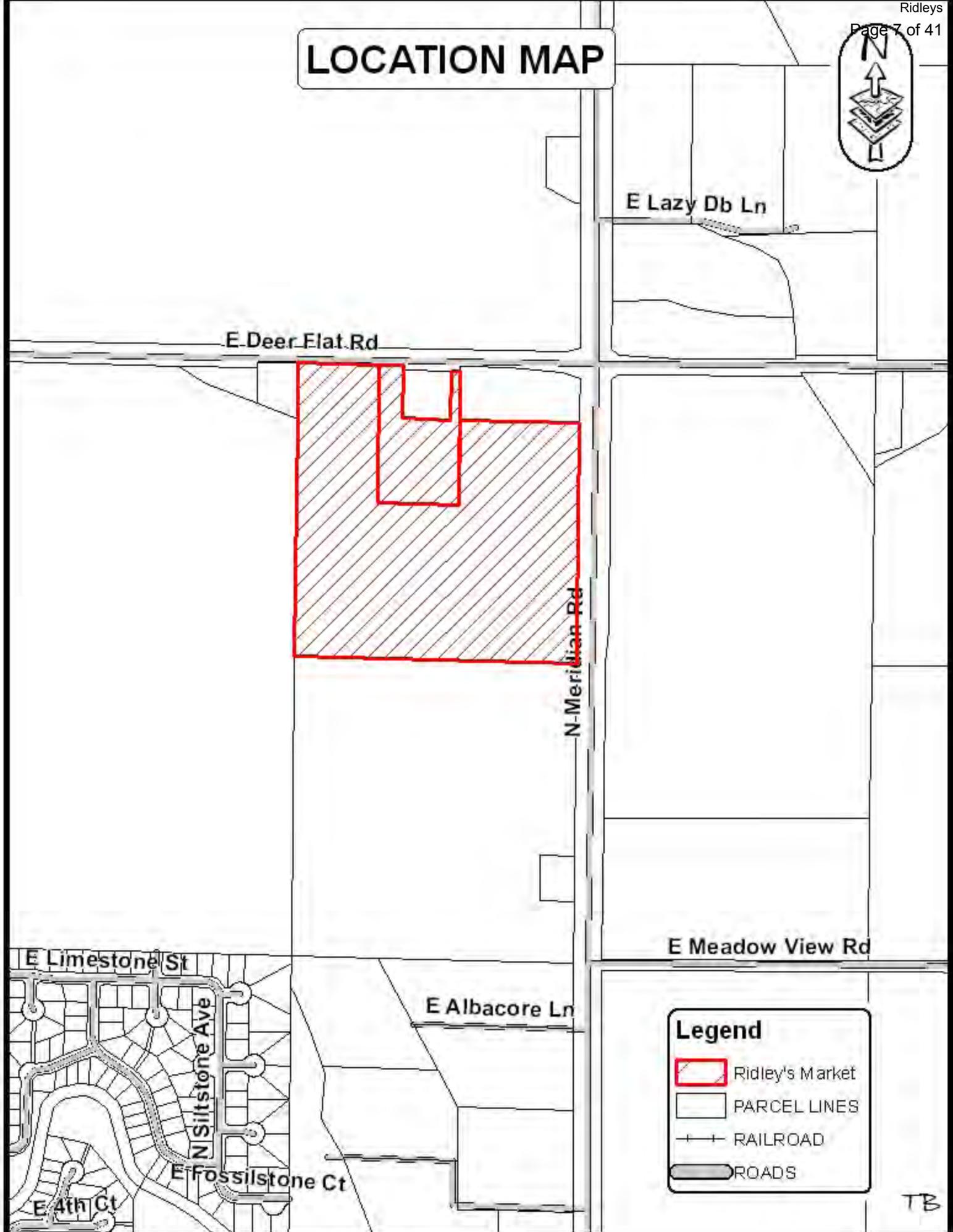
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The Boise-Kuna Irrigation District shall approval any modifications to the existing irrigation system.

- e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of a building permit.
- 2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
- 3. 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**.
- 4. 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.
- 5. Lighting within the site shall comply with Kuna City Code as stated in KCC 5-9-5-B.
- 6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
- 7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise).
- 8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
- 9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
- 10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
- 11. 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 Council, or seek amending them through public hearing processes.
- 12. This development is subject to landscaping and building design reviews, among other land use applications as applicable, at time of development. All remaining pads on site will be subject to the same.
- 13. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
- 14. Developer shall comply with all local, state and federal laws.

DATED: This ___th day of __, 2014.

ATTEST:

LOCATION MAP



Legend

-  Ridley's Market
-  PARCEL LINES
-  RAILROAD
-  ROADS

AERIAL MAP



E Deer Flat Rd



N Meridian Rd



November 19, 2013

City of Kuna
763 W. Avalon
PO Box 13
Kuna, ID 83634

RE: Development Agreement Modification
File # 07-03-DA/07-04-S Profile Ridge Subdivision, (AKA) Merrill Town Center
S. Meridian Rd./Hwy 69 and Deer Flat Road

Dear Sirs,

As a representative of CJM, LLP and the Ridley's Family Markets, I am submitting for a Development Agreement Modification pertaining to the current Development Agreement between the City of Kuna and CJM, LLP/Mark Ridley, concerning specifically the commercial access to the Profile Ridge Subdivision from Hwy 69/Meridian Road to E. Profile Street.

At the moment, the agreement and permit documents require that the SE entrance to the development from Hwy 69 to E. Profile Street be accessed by a right turn in and right turn out only configuration with a concrete median strip to prevent access to the development from North bound vehicles on Hwy 69.

We would submit to you that at the present time this restriction of access is not warranted by the current traffic flow on Hwy 69 and could have a negative impact on developing a client base for the shopping center being built in the Profile Ridge Development.

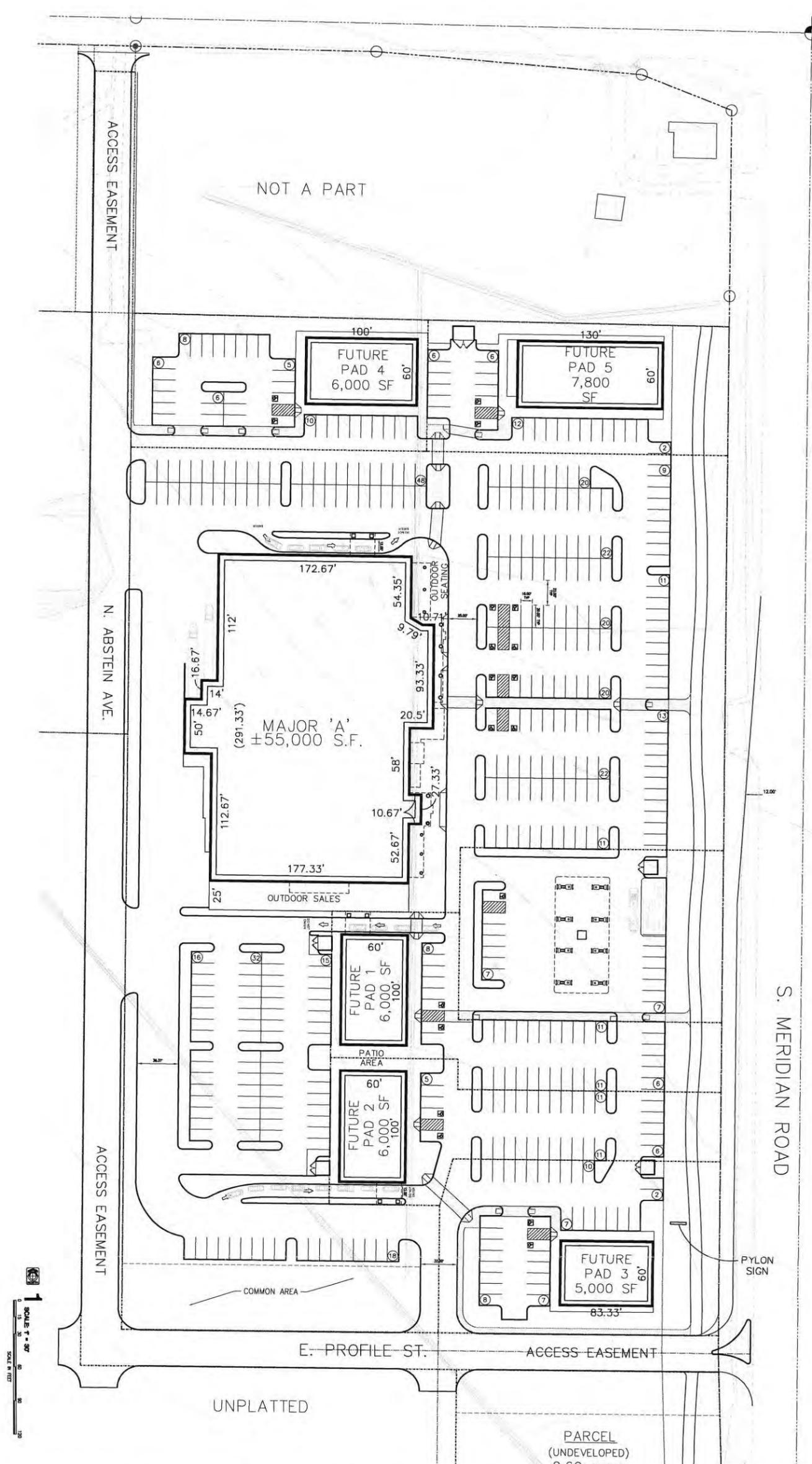
Along with this application we would submit to you a Traffic Impact Study compiled by Six Mile Engineering, PA, dated November 11, 2013, which substantiates our position on granting full access to E. Profile Street from Hwy 69.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Rick Millsap".

Rick Millsap, Senior Project Manager
Curt Faus Corporation

cc: Mark Ridley
Mark Sipiora



RIDLEY'S FAMILY MARKETS/ACE HARDWARE
CORNER OF W. DEER FLAT RD. & S. MERIDIAN RD. KUNA, IDAHO
CSHQ

JEFF T. WARD, P.E.
 C.W. MOORE PLAZA
 201 S. 5TH ST.
 BOISE, IDAHO
 PHONE: 208-343-4833 FAX: 208-343-1558

FOR REFERENCE ONLY.
PRELIMINARY NOT FOR CONSTRUCTION

DATE	12/16	ISS	07/09/12
SCALE	1" = 30'	CHECKED	
PROJECT	Ridley's Family Markets/Ace Hardware		
CLIENT	Ridley's Family Markets/Ace Hardware		
DESIGNER	CSHQ		



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 **MODIFICATION**
- 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)	14-01-DA MOD
Project name	RIDLEY'S
Date Received	12.21.2013
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	MAR. 11, 2014
City Council Hearing Date	

Contact/Applicant Information CSM, LP

Owners of Record: <u>DONALD MARK RIDLEY</u>	Phone Number: <u>208-324-4633</u>
Address: <u>621 WASHINGTON ST. S.</u>	E-Mail: <u>MARK@SHOPRIDLEYS.COM</u>
City, State, Zip: <u>TWIN FALL ID 83301</u>	Fax #: <u>208-324-1190</u>
Applicant (Developer): <u>RICK MILLSAP</u>	Phone Number: _____
Address: <u>5755 WILLOW LANE</u>	E-Mail: <u>RICK.MILLSAP@CFAMSCORP.COM</u>
City, State, Zip: <u>LAKEOSWEGO OR 97035</u>	Fax #: <u>503-699-1106</u>
Engineer/Representative: <u>JEFF WARD - CSHQA</u>	Phone Number: <u>208-343-4635</u>
Address: <u>200 BEORN ST</u>	E-Mail: <u>JEFF.WARD@CSHQA.COM</u>
City, State, Zip: <u>BOISE, ID 83702</u>	Fax #: <u>208-343-1858</u>

Subject Property Information

Site Address: <u>1403 N. MERIDIAN RD, KUNA, ID 83634</u>	
Site Location (Cross Streets): <u>DEER FLAT AND MERIDIAN ROAD</u>	
Parcel Number (s): <u>PAR #0085 @ CNTR OF NE4NE4</u>	
Section, Township, Range: <u>SEC 24 2N 1W</u>	
Property size: <u>12.35 ACERS</u>	
Current land use: <u>RETAIL SHOPPING CNTR</u>	Proposed land use: <u>RETAIL SHOPPING CENTER</u>
Current zoning district: <u>C-1</u>	Proposed zoning district: <u>C-1</u>

Project Description

Project / subdivision name: PROFILE RIDGE PHASE 1

General description of proposed project / request: DEVELOPMENT AGREEMENT MODIFICATION FOR FULL ACCESS AT THE HWY 69 ENTRANCE

Type of use proposed (check all that apply):

Residential _____

Commercial RETAIL SHOPPING CENTER

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: 5 Other lots: FUELING STATION 4980

Gross floor area square footage: 85296 Existing (if applicable): _____

Hours of operation (days & hours): 6AM - 12AM Building height: 32'

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

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

Fencing type, size & location (proposed or existing to remain): N/A

Proposed Parking:

a. Handicapped spaces: 19 Dimensions: 10x20

b. Total Parking spaces: 513 Dimensions: 10x20

c. Width of driveway aisle: 22'

Proposed Lighting: PER PERMIT DRAWINGS

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): PER PERMIT DRAWINGS

Applicant's Signature: Rick Willey Date: 11-19-13

GORDON N. LAW
CITY ENGINEER



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

Telephone (208) 287-1727; Fax (208) 287-1731
Email: gordon@cityofkuna.com

MEMORANDUM

TO: Wendy Howell, Troy Behunin

FROM: Gordon N. Law
Kuna City Engineer

RE: Comments on Amended Development Agreement
Profile Ridge Subdivision
Ridley's Family Market Project
07-03-DA

DATE: January 28, 2014

The proposed action relates to a condition in the existing Development Agreement limiting access on to Highway 69 to a "right-in: right-out" approach. The applicant requests allowance be granted for a full access approach. In reference to the above item, the City Engineer provides the following comments:

1. The applicant has provided a Traffic Impact Study in support of the request. The study concludes there is adequate capacity in the system to temporarily accommodate a full-access approach through 2020. The City Engineer concurs with the study's conclusion.
2. The Traffic Study cites ITD's authority to later restrict access for either capacity or safety concerns. The City Engineer recommends ITD's authority is explicitly cited in any approved amended version of the Development Agreement.
3. A full-access approach increases points of conflict for entering and exiting traffic on Highway 69. There is substantial likelihood the accident rate in the vicinity of the approach will increase. The Traffic Study cited data showing a very low accident rate at present but provided no analysis of the expected increase in accident rate resulting from the proposed configuration.

RICHARD DURRANT
CHAIRMAN OF THE BOARD

GRAHAM PATERSON
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
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

04 February 2014

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

RECEIVED

FEB 06 2014

KUNA CITY CLERK

RE: Profile Ridge
S. of Deer Flat Rd. & W. of Meridian/Kuna RD
Boise-Kuna Irrigation District
Kuna Canal 128+40
Badley Lateral 13+00
Teed Lateral 61+90
Sec. 24, T2N, R1W, BM.

07-03-DA

BK-381 A1, BK-381 A2

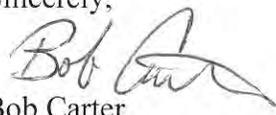
Troy Behunin:

The Boise Project has no objection to the Development Agreement Amendment, as there are no Project facilities located on the above-mentioned property.

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

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter
Assistant Project Manager- BPBC

bdc/bc

cc: Phil Comegys Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary – Treasurer, BKID
File



STATE OF IDAHO
 DEPARTMENT OF ENVIRONMENTAL QUALITY
 BOISE REGIONAL OFFICE
 1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

DEQ Response to Request for Environmental Comment

Date: 01/31/2014
 Agency Requesting Comments: Kuna Planning and Zoning
 Date Request Received: 01/21/2014
 Applicant/Description: Profile Ridge Development Agreement Amendment

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- *Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- *IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.*

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater and Recycled Water

- *DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.*

All projects for construction or modification of wastewater systems require

preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

All projects for construction or modification of public drinking water systems require preconstruction approval.

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- *A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.*

- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservation and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or

disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method.”

For questions, contact Aaron Scheff, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,

Danielle Robbins

Danielle Robbins
danielle.robbins@deq.idaho.gov
Boise Regional Office
Idaho Department of Environmental Quality

C: File # 1942

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

February 3, 2014

Troy Behunin
City of Kuna, Planning and Zoning
P.O. Box 13
Kuna, ID 83634 **VIA EMAIL**

Re: **07-03-DA Amendment for Ridley's Market**

The Idaho Transportation Department has reviewed the referenced development agreement modification for Ridley's Market SH-69 and Deer Flat Road. We understand that the amendment would allow a full-access approach to SH-69 and eliminate the need for left-turn restrictions.

ITD has the following comments:

- 1) ITD issued a permit (3-13-277) to construct the approach in its present location.
- 2) This project was initiated in 2007. The ITD policy in place at the time restricted full-access intersection to right-in/right-out operation within one-half mile of a signal. The approved approach was originally therefore approved only for right-in/right-out operation.
- 3) ITD revised the access management policies on October 1, 2012. The new policy allows a full access intersection at the existing location 1,100-ft south of Deer Flat Road. The existing approach therefore meets current District policy.
- 4) The applicant and the City are reminded that any approach decreases roadway capacity and increases the number of accidents. ITD has the authority to eliminate left turns if capacity or safety demands require the prohibition of left turns at this location.

If you have any questions, you may contact MS Shona Cheever at 334.8341 or me at 334.8377.

Sincerely,

A handwritten signature in blue ink that reads "Dave Szplett".

Dave Szplett
Development Services Manager
dave.szplett@itd.idaho.gov

Photo #4

DEER FLAT ROAD

Profile Ridge 1 (aka Merrell Town Center)
Photo Map for Development Agreement Modification

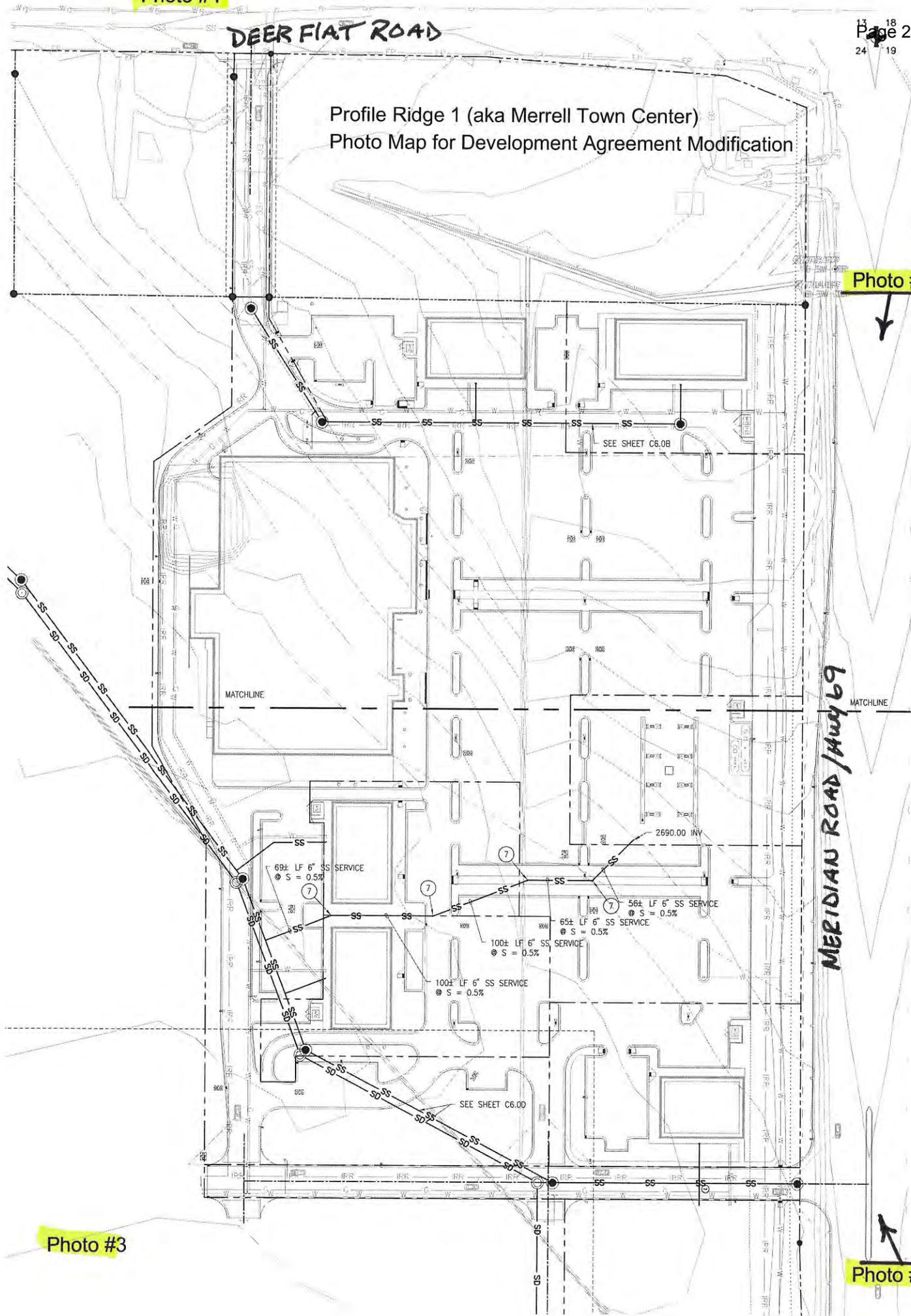
Photo #1

MERIDIAN ROAD / Hwy 69

→ -2-

Photo #3

Photo #2













Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING • 763 W. Avalon, Kuna, Idaho, 83634 • www.cityofkuna.com • (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 6 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: Full access from Meridian Rd. to the Profile Ridge Project

Date and time of neighborhood meeting: 12/19/2013 from 7PM till 9PM

Location of neighborhood meeting: Ridley's Market, 1403 N. Meridian Rd., Kuna ID

SITE INFORMATION:

Location: Quarter: _____ Section: _____ Township: _____ Range: _____ Total Acres: _____

Subdivision Name: Profile Ridge

Lot: _____ Block: _____

Site Address: 1403 N. Meridian Rd.

Tax Parcel Number(s): _____

Kuna, ID 83634

Please make sure to include all parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: CJM LLP/Mark Ridley

Address: 621 Washington St City: Twin Falls State: ID Zip: 83301

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

Name: Mark Ridley Business (if applicable): Ridley Family Markets

Address: 621 Washington St. City: Twin Falls State: ID Zip: 83301

Retail Center

PROPOSED USE:

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

Eliminate installation of median strip between
North & South bound traffic on Meridian Road
(HWY69) and allow full access from same into
the Profile Ridge Development until such a time
that Hwy 69 traffic warrants a right in, right out
only access to the project

APPLICANT:

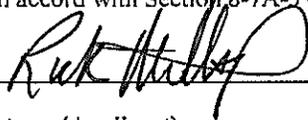
Name: Rick Millsap

Address: 5755 Willow Lane

City: Lake Oswego State: OR Zip: 97035

Telephone: 503-305-5765 Fax: 503-699-1106

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code.



Signature: (Applicant)

Date 12-24-13



Neighborhood Meeting Notice

Date: December 10, 2013

Dear Resident and Neighbor:

The city of Kuna requires that an opportunity for a meeting between the applicant of a development proposal and residents of the neighborhood within 300 feet of the project be provided notice prior to formal submittal to the city of Kuna. This letter is such notice of an opportunity to review and discuss a proposed amendment to the Profile Ridge Subdivision Development Agreement and Conditions of Approval. This is not a public hearing; public officials will not be present. If you have any questions regarding this neighborhood meeting requirement, please contact the city of Kuna. If you have questions regarding the development project, please contact the person listed below.

PURPOSE/DESCRIPTION:

To review and provide comments regarding:

- The change from the current right-in and right out only access to **full access** from the SE entrance to the development from Hwy 69 to East Profile Street. This enables north bound vehicles to also gain access to the development.

WHEN:

Date: Thursday, December 19, 2013
Time: 6-7:00 p.m. Come any time at your convenience

WHERE:

Place: **Ridley's Family Market**
Address: 1403 N meridian Road, Kuna ID

If you have any questions about the meeting and/or the proposed project, please contact:

Rick Millsap
Curt Faus Corporation
5755 Willow Lane
Lake Oswego, OR 97035
Cell (503) 896-7742, Fax (503) 699-1106
E-Mail: rickmillsap@cfauscorp.com

DECEMBER 19, 2013

PRIMOWNER
 HILL MARGARET M FAMILY LIMITED PARTNERSHIP
 CJM LIMITED LIABILITY LIMITED PARTNERSHIP
 IDAHO CENTRAL CREDIT UNION INC ✓
 BIGHORN LLC
 ADA COUNTY HIGHWAY DISTRICT
 ARMS JAMES R
 ROBERTSON DARRELL L
 IDAHO MUTUAL TRUST
 BENNETT PROPERTIES LP

ADDCONCAT
 1556 E LOCUST VIEW LN
 621 WASHINGTON ST S
 PO BOX 2469
 PO BOX 401
 3775 N ADAMS ST
 1099 1/2 E DEER FLAT RD
 873 E DEER FLAT RD
 12594 W EXPLORER DR STE 100
 13658 SW LEAH TER

Tri-Gull ID Central C.U.

Meeting Sign In Sheet



City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Kunacity.id.gov

March 27, 2014

Staff Memo

Subject: Traffic Impact Study for Ridley's Family Market

To City Council Members,

The Traffic Impact Study is available for review in its entirety in the Planning and Zoning Department. The size of the document makes it unreasonable to include as a whole document for this packet.

The report summary and summary of results are included with this packet in the pages following this staff memo.

If you have any questions, please contact our office.

Thanks,

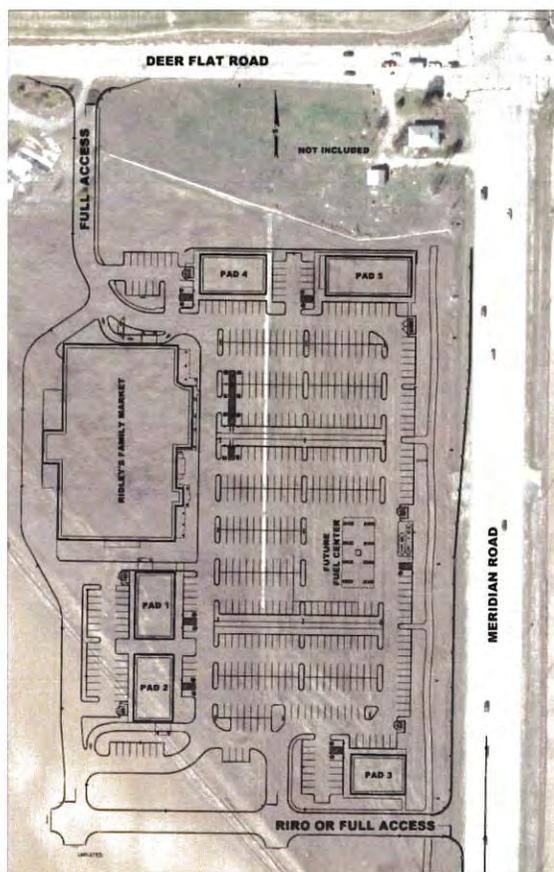
Troy Behunin
Senior Planner

Cc: Wendy Howell, Director of Planning Services

Traffic Impact Study

Profile Ridge Phase 1

Kuna, Idaho



Prepared for:

CJM, LLP

Prepared by:



SIX MILE ENGINEERING, PA

November 11, 2013

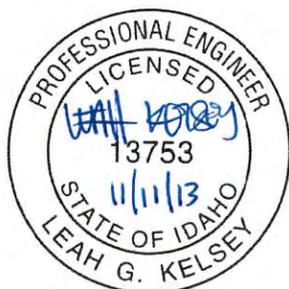


Table of Contents

Report Summary 1

- Proposed Development 1
- Site Access 1
- Existing Traffic Conditions 2
- 2020 Background Traffic Conditions 2
- 2020 Site Plus Background Traffic Conditions 2

Introduction 4

Proposed Development..... 4

- Project Description..... 4
- Site Access 4

Study Approach 6

- Study Area 6
- Study Period 6

Analysis of Existing Traffic Conditions 7

- Roadway Network..... 7
- Transit Service 7
- Bicycle and Pedestrian Facilities 7
- Traffic Volumes 7
- Existing Crash Data 10
- Level of Service 10
 - Roadway Segment LOS 10
 - Intersection LOS 12

Analysis of 2020 Background Traffic Conditions 13

- Roadway Network..... 13
- Transit Service 13
- Bicycle and Pedestrian Facilities 13
- Traffic Volumes 13
- Level of Service 15
 - Roadway Segment LOS 15
 - Intersection LOS 15

Analysis of 2020 Site Plus Background Traffic Conditions 17

- Trip Generation..... 17
- Trip Capture 18

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

Pass-By Trips	18
Trip Distribution and Assignment	18
Site Plus Background Traffic	18
Level of Service	24
Roadway Segment LOS	24
Intersection LOS	24
Site Access Intersections	26
Operations	26
Summary of Results	28
Existing Traffic Conditions	28
2020 Background Traffic Conditions	28
2020 Site Plus Background Traffic Conditions	28
Appendix A: Existing Traffic Counts	A
Appendix B: Crash Data	B
Appendix C: Analysis Reports – Existing Traffic	C
Appendix D: Analysis Reports – 2020 Background Traffic	D
Appendix E: Analysis Reports – 2020 Site Plus Background Traffic	E

List of Figures

Figure 1. Site plan	5
Figure 2. Existing roadway network	8
Figure 3. Existing traffic	9
Figure 4. 2020 background traffic	14
Figure 5. Site traffic distribution	19
Figure 6. 2020 site traffic (RIRO)	20
Figure 7. 2020 site traffic (FULL)	21
Figure 8. 2020 site plus background traffic (RIRO)	22
Figure 9. 2020 site plus background traffic (FULL)	23

List of Tables

Table 1. Crash data summary (2008 to 2012)	10
Table 2. ACHD LOS standards for roadway segments	11
Table 3. Roadway segment LOS – 2013 existing traffic	11

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

Table 4. Intersection MOEs – 2013 existing traffic	12
Table 5. Lane group v/c ratios – 2013 existing traffic	12
Table 6. Roadway segment LOS – 2020 background traffic	15
Table 7. Intersection MOEs – 2020 background traffic.....	16
Table 8. Lane group v/c ratios – 2020 background traffic.....	16
Table 9. 2020 trip generation summary	17
Table 10. Roadway segment LOS – 2020 site plus background traffic	24
Table 11. Intersection MOEs – 2020 site plus background traffic.....	25
Table 12. Lane group v/c ratios – 2020 site plus background traffic.....	25
Table 13. Site access MOEs – 2020 site plus background traffic.....	27

Report Summary

The developer of Profile Ridge Phase 1 is requesting an access change for their approach on Meridian Road (State Highway 69) from right-in/right-out (RIRO) to full access. This study was prepared to evaluate the traffic impacts generated by Profile Ridge Phase 1 and compare the two access options. The study's principal findings and recommendations are summarized below.

Proposed Development

1. Profile Ridge Phase 1 is a 12.35-acre commercial development located in the southwest quadrant of Meridian Road and Deer Flat Road intersection within the Kuna city limits (see Figure 1 on page 5). The site is currently under construction. The proposed land uses consist of:
 - 85,276 square feet of varied commercial use
 - Fuel center with 8 fueling positions

Site Access

2. One full site access approach is constructed on Deer Flat Road.
3. One approach is constructed on Meridian Road:
 - This approach is located approximately 1,100 feet south of the Deer Flat Road intersection which meets the Idaho Transportation Department's (ITD's) minimum spacing of 660 feet for a full access approach on the state highway, according to the current IDAPA Rule 39.03.42, Section 400.03, Table 1 – Access Spacing.
 - Because it is a state highway, ITD has jurisdiction over Meridian Road and has indicated that they would allow full access for this approach on Meridian Road, but may restrict access in the future if operations or safety issues arise.
 - Based on 2020 site plus background traffic analysis, the approach on Meridian Road is expected to have minimal impacts on the state highway with either RIRO or full access:
 - The approach is located outside the influence area of Deer Flat Road intersection.
 - The southbound right-turn lane constructed on Meridian Road will remove right-turn traffic from the through traffic, reducing speed differences on Meridian Road.
 - The existing two-way left-turn lane will remove northbound left-turn traffic from the through traffic, reducing speed differences on Meridian Road, and allow two-stage gap acceptance for left-out traffic from the site. Left-out traffic is expected to operate at LOS C or better during peak hours.
 - The signal at the Deer Flat Road intersection will create gaps for northbound left-in traffic into the site. Left-in traffic is expected to operate at LOS A during peak hours.
 - A full access on Meridian Road is expected to reduce site traffic traveling through the Deer Flat Road intersection by approximately 25 vph during AM peak hour and 41 vph during PM peak hour resulting in an average vehicle delay reduction of one second during AM peak hour and two seconds during PM peak hour compared to a RIRO.

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

Existing Traffic Conditions

4. For the existing traffic conditions analyzed with the existing roadway lane configurations, all study area roadway segments are below the LOS D threshold traffic volumes.
5. For the existing traffic conditions analyzed with the existing intersection control and lane configurations, the Meridian Road and Deer Flat Road intersection operates at LOS B or better with a v/c ratio of 0.88 or less for all lane groups during the peak hours.
6. Based on crash data from 2008 to 2012, the existing crash rate for the Meridian Road and Deer Flat Road intersection is 0.27 ACC/MV, which is below the base rate of 0.56 AAC/MV for a similar intersection type in Idaho.
7. Between 2008 and 2012, there was one reported crash on the half-mile segment of Meridian Road south of Deer Flat Road.

2020 Background Traffic Conditions

8. There are no planned improvements for the study roadways or intersection according to ACHD's current FYWP and CIP and ITD's ITIP.
9. For the 2020 background traffic conditions analyzed with the existing roadway lane configurations, all study area roadway segments are below the LOS D threshold traffic volumes.
10. For the 2020 background traffic conditions analyzed with the existing intersection control and lane configurations, the Meridian Road and Deer Flat Road intersection is projected to operate at LOS C or better with a v/c ratio of 0.94 or less for all lane groups during the peak hours.

2020 Site Plus Background Traffic Conditions

11. Profile Ridge Phase 1 plans to construct the following land use by year 2020:
 - 85,296 square feet of varied commercial use
 - Fuel center with 8 fueling positions
12. Construction of the proposed land use for this phase of the development is expected to generate approximately 4,991 trips per day, 179 trips during the AM peak hour, and 427 trips during the PM peak hour by year 2020.
13. Profile Ridge Phase 1 is estimated to attract approximately 56 pass-by trips during AM peak hour and 188 pass-by trips during PM peak hour.
14. Site traffic is anticipated to have the following general distribution patterns:
 - 20 percent having origins/destinations north of the development

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

- 35 percent having origins/destinations south of the development
 - 40 percent having origins/destinations west of the development
 - 5 percent having origins/destinations east of the development
15. For the 2020 site plus background traffic conditions analyzed with the existing roadway lane configurations, the segment of Meridian Road within the study area is below LOS D threshold traffic volumes with a RIRO approach or a full access approach on Meridian Road. With the existing lane configurations and 2020 site plus background traffic, the segment of Deer Flat Road within the study area is above LOS D threshold traffic volumes during PM peak hour with a RIRO approach or a full access approach on Meridian Road.
16. For the 2020 site plus background traffic conditions analyzed with the existing intersection control and lane configurations, the Meridian Road and Deer Flat Road intersection is projected to continue to operate at LOS C or better with a RIRO approach or a full access approach on Meridian Road:
- With a RIRO approach, the average vehicle delay is 31 seconds during AM peak hour and 30 seconds during PM peak hour.
 - With a full access approach, the average delay is 29 seconds during AM peak hour and 27 seconds during PM peak hour.
17. With the 2020 site plus background traffic conditions, the approach on Deer Flat Road is projected to operate at LOS C or better with a v/c ratio of 0.40 or less during the peak travel periods.
18. With the 2020 site plus background traffic conditions, the approach on Meridian Road is projected to operate at LOS B or better with a v/c ratio of 0.16 or less as a RIRO approach and at LOS C or better with a v/c ratio of 0.25 or less as a full access approach during the peak travel periods.

Introduction

A previous traffic impact study (TIS) was prepared by others for the overall Profile Ridge development in 2007 and was accepted by the reviewing agencies. The development has been approved for construction, and Phase 1 is currently under construction per the City of Kuna's Development Agreement. It has one approach on Meridian Road (State Highway 69) which is being constructed with the approach limited to right-in/right-out (RIRO) only. To improve site access and circulation, the developer is requesting an access change at this approach from RIRO to full access, allowing all traffic movements in and out of the approach.

The Idaho Transportation Department (ITD) has jurisdiction over Meridian Road because it is a state highway and has indicated that they would allow full access for this approach on Meridian Road, but may restrict access in the future if operations or safety issues arise. ITD and the Ada County Highway District (ACHD) have indicated that a new TIS is not required with this change in access restriction on Meridian Road. However, the City of Kuna is requiring a TIS in order to amend the Development Agreement. This TIS is prepared to evaluate the Profile Ridge Phase 1 traffic impacts comparing two access options for the Meridian Road approach: RIRO and full access.

Proposed Development

Project Description

Profile Ridge Phase 1 is a 12.35-acre commercial development located in the southwest quadrant of the Meridian Road and Deer Flat Road intersection within the Kuna city limits. The site is zoned as Neighborhood Business District (C-1) according to the 2013 City of Kuna Comprehensive Plan.

Figure 1 on page 5 is the site plan for the development showing the proposed buildings, internal circulation and site access to the existing roadway system. Profile Ridge Phase 1 is estimated to contain approximately 85,276 square feet of commercial uses with a fuel center. The development is currently under construction with an expected build out year 2020.

Site Access

One full access approach for Profile Ridge Phase 1 is being constructed on Deer Flat Road. One RIRO approach is being constructed on Meridian Road located approximately 1,100 feet south of the Deer Flat Road intersection. This approach location meets ITD's minimum spacing for a full access approach on Meridian Road. According to the current IDAPA Rule 39.03.42, Section 400.03, Table 1 – Access Spacing, the minimum spacing between a full access approach and a public road is 660 feet on this state highway.

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

Trip Capture

Based on the development size and land use, the development is not expected to capture a significant amount of trips internally within the site. No trip reduction for internal capture trips was assumed in the traffic impact analysis.

Pass-By Trips

With direct access to Meridian Road and Deer Flat Road, the proposed retail land use and fuel center are expected to attract some existing trips already traveling on the roadways. For this study, the following pass-by rates based on similar land use sizes listed in the 9th Edition ITE Trip Generation Handbook were used to estimate pass-by trips:

- Shopping center: 45% during PM peak
- Fuel center: 58% during AM peak and 42% during PM peak

The development is estimated to attract approximately 56 pass-by trips from the adjacent roadways during AM peak hour and approximately 188 pass-by trips during PM peak hour.

Trip Distribution and Assignment

Site traffic was distributed and assigned to the external roadway system based on the existing travel patterns, existing and future demographics patterns, site layout and the general location of the site within the area. Figure 5 on page 19 shows site traffic distribution patterns. These estimated patterns are approximately 20 percent of the site traffic with origins/destinations north of the development, 35 percent south, 5 percent west and 40 percent east. Site traffic was distributed and assigned to the external roadway system for two access options for the approach on Meridian Road: RIRO and full access. Figure 6 on page 20 summarizes the estimated site traffic with a RIRO approach. Figure 7 on page 21 summarizes the estimated site traffic with a full access approach.

Site Plus Background Traffic

Profile File Ridge Phase 1 site traffic was added to the 2020 background to obtain the 2020 site plus background traffic summarized by Figure 8 on page 22 and Figure 9 on page 23.

Summary of Results

The study's key findings are summarized below.

Existing Traffic Conditions

1. For the existing traffic conditions analyzed with the existing roadway lane configurations, all study area roadway segments are below the LOS D threshold traffic volumes.
2. For the existing traffic conditions analyzed with the existing intersection control and lane configurations, the Meridian Road and Deer Flat Road intersection operates at LOS B or better with a v/c ratio of 0.88 or less for all lane groups during the peak hours.
3. Based on crash data from 2008 to 2012, the existing crash rate for the Meridian Road and Deer Flat Road intersection is 0.27 ACC/MV, which is below the base rate of 0.56 AAC/MV for a similar intersection type in Idaho.
4. Between 2008 and 2012, there was one reported crash on the half-mile segment of Meridian Road south of Deer Flat Road.

2020 Background Traffic Conditions

5. There are no planned improvements for the study roadways or intersection according to ACHD's current FYWP and CIP and ITD's ITIP.
6. For the 2020 background traffic conditions analyzed with the existing roadway lane configurations, all study area roadway segments are below the LOS D threshold traffic volumes.
7. For the 2020 background traffic conditions analyzed with the existing intersection control and lane configurations, the Meridian Road and Deer Flat Road intersection is projected to operate at LOS C or better with a v/c ratio of 0.94 or less for all lane groups during the peak hours.

2020 Site Plus Background Traffic Conditions

8. Profile Ridge Phase 1 plans to construct the following land use by year 2020:
 - 85,296 square feet of varied commercial uses
 - Fuel center with 8 fueling positions
9. Construction of the proposed land use for this phase of the development is expected to generate approximately 4,991 trips per day, 179 trips during the AM peak hour, and 427 trips during the PM peak hour by year 2020.

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

10. Profile Ridge Phase 1 is estimated to attract approximately 56 pass-by trips during AM peak hour and 188 pass-by trips during PM peak hour.
11. Site traffic is anticipated to have the following general distribution patterns:
 - 20 percent having origins/destinations north of the development
 - 35 percent having origins/destinations south of the development
 - 40 percent having origins/destinations west of the development
 - 5 percent having origins/destinations east of the development
12. For the 2020 site plus background traffic conditions analyzed with the existing roadway lane configurations, the segment of Meridian Road within the study area is below LOS D threshold traffic volumes with a RIRO or a full access approach on Meridian Road. With the existing lane configurations and 2020 site plus background traffic, the segment of Deer Flat Road within the study area is above LOS D threshold traffic volumes during PM peak hour with a RIRO or a full access approach on Meridian Road.
13. For the 2020 site plus background traffic conditions analyzed with the existing intersection control and lane configurations, the Meridian Road and Deer Flat Road intersection is projected to continue to operate at LOS C or better with a RIRO or a full access approach on Meridian Road:
 - With a RIRO approach, the average vehicle delay is 31 seconds during AM peak hour and 30 seconds during PM peak hour.
 - With a full access approach, the average delay is 29 seconds during AM peak hour and 27 seconds during PM peak hour.
14. With the 2020 site plus background traffic conditions, the approach on Deer Flat Road is projected to operate at LOS C or better with a v/c ratio of 0.40 or less during the peak travel periods.
15. With the 2020 site plus background traffic conditions, the approach on Meridian Road is projected to operate at LOS B or better with a v/c ratio of 0.16 or less as a RIRO approach and at LOS C or better with a v/c ratio of 0.25 or less as a full access approach during the peak travel periods.
16. Based on 2020 site plus background traffic analysis, the approach on Meridian Road is expected to have minimal impacts on the state highway with either RIRO or full access:
 - The approach is located outside the influence area of Deer Flat Road intersection.
 - The southbound right-turn lane constructed on Meridian Road will remove right-turn traffic from the through traffic, reducing speed differences on Meridian Road.
 - The existing two-way left-turn lane will remove northbound left-turn traffic from the through traffic, reducing speed differences on Meridian Road, and allow two-stage gap acceptance for left-out traffic from the site. Left-out traffic is expected to operate at LOS C or better during peak hours.

TRAFFIC IMPACT STUDY

PROFILE RIDGE PHASE 1 KUNA, IDAHO

- The signal at the Deer Flat Road intersection will create gaps for northbound left-in traffic into the site. Left-in traffic is expected to operate at LOS A during peak hours.
- A full access on Meridian Road is expected to reduce site traffic traveling through the Deer Flat Road intersection by approximately 25 vph during AM peak hour and 41 vph during PM peak hour resulting in an average vehicle delay reduction of one second during AM peak hour and two seconds during PM peak hour compared to a RIRO.

File name:

Applewood Subdivision Development Agreement

Site location:

East of S. Ten Mile Rd./North of Hubbard Rd./South of Columbia

Legal description:

See EXHIBIT A.

Current property Owners/developers:

DBTV Applewood Farm, LLC

Hearing date:

April 1, 2014

Factual background:

On April 18, 2006, 257.08 acres were annexed into the city of Kuna, with an R-6 zone classification, and described as the Applewood/Danskin Subdivision. As part of the annexation, the City prepared a development agreement for approval by the City and the developer. On April 18, 2006, the City approved the development agreement with several revisions. However, when the development agreement was recorded with Ada County three (3) months later, on July 17, 2006, the developer did not sign the development agreement. This issue of the validity and enforceability of the development agreement has been presented to the City Council by the City Attorney, Richard T. Roats; who has opined that the validity and enforceability is at best, highly questionable. A copy of the development agreement is attached hereto as **EXHIBIT B**.

In 2009, a portion of the Applewood/Danskin Subdivision development consisting of 54.47 acres was acquired by the Kuna School District. The School District has utilized 11.27 acres for the construction of an elementary school. The remaining acreage remains undeveloped. As part of the school approval process, the School District was required, in part, to obtain a Special Use Permit, Case No. 10-03-SUP. The SUP was approved on April 28, 2010, and it requires that the School District file a subdivision application to plat the Mason Creek Road portion of the school property. A draft has been filed with the City, and it is anticipated that the School District will complete its requirement upon the release of the development agreement.

Terms of development agreement:

1. The development agreement includes an overall density limitation of a maximum of three (3) dwelling units per gross acre.
 - 1.1. As conditioned, the overall density of property shall be a maximum of three (3) EDU's per gross acre not to exceed 771 lots. Note the development agreement stated that there would be 771 lots, minimum. It is believed that the development agreement was intended to be a maximum of 771 lots.

Compliance: The Master Plan proposed a range of 666 to 796 dwelling units. The current market conditions are dictating that buyers want larger lots with less density. Therefore, it is recommended that the Developer comply with current City Code and

market conditions when proceeding with future phases and a restriction on the lots sizes is not warranted in a development agreement.

2. The Developer agrees to submit a master plan for the entire property to be approved prior to approval of the first preliminary plat.

*Compliance: The applicant submitted a master plan that was approved by City Council on August 1 2006. The Applewood Master Plan and Applewood No. 1 and No. 2 Subdivision Preliminary Plats, Applewood No. 1 and No. 2 contain approximately 60 acres and approximately 158 single-family residential lots. Applewood No. 1 is partially constructed. The remaining sections of Applewood No. 1 and No. 2 have been acquired and renamed Silver Trail Subdivision. A copy is attached hereto as **Exhibit C**.*

3. The Developer agrees to sign an agreement for pre-purchase of sewer connections to provide a guarantee of a minimum of 200 sewer connections prior to completion of the new sewer treatment plant.

Compliance: The applicant has prepaid the 200 sewer connections.

4. The developer agrees to participate in any city LID for sewer improvements.

Compliance: The Developer has prepaid LID sewer connections and thus was a participant in the LID.

5. The Developer agrees to construct sewer facilities commonly known as the Danskin Lift station and the City agrees to allow the developer a latecomer's agreement for the cost of the project above the cost to serve the developers project as per Code.

Compliance: The applicant has constructed the lift station.

6. The Developer agrees to provide transitional lots on the interior along the existing Danskin Subdivision that shall be a minimum ½ acre in size.

Compliance: Construction has not commenced in this phase of the project. This property is now owned by the School District. It is recommended that if the property is developed as a school site, or sold for development, the applicant comply with City Code in effect at the time of the new application submittal; it is therefore unnecessary for the development agreement to limit the minimum lot size.

7. The Developer agrees to provide a 30-foot wide lot with an 8-foot wide pedestrian path and landscape overlay with an overlay easement including a stub for future sewer along Phase 1 of the Danskin Subdivision.

Compliance: Construction has not commenced in this phase of the project. This property is now owned by the School District. It is recommended that if the property is developed as a school site, or sold for development, the applicant comply with the current City Code; it is therefore unnecessary for the development agreement require the applicant to provide the 30-foot wide easement for future sewer and a stub for Danskin Subdivision.

8. The Developer shall construct an 8-acre City park site with landscaping and amenities to be donated to the City of Kuna.

*Compliance: The Park has **not** been constructed. It is recommended that this condition be removed as a requirement due to the fact that the property is now owned by two separate owners - it is unknown how the School District may develop its property and a*

future developer of the second property may want to add the park site as an amenity in its proposed development.

9. The Developer agrees to donate a 12 acre school site to be shown on the Master Plan and approved by the School District and locate the highest density lots in the development around the school site.

Compliance: *The school site has been donated and the school has been constructed.*

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendation and Conclusions:

1. Kuna City Code does not expressly provide for the procedure to release of a development agreement after the conditions have been satisfied, or if the property should no longer be subject to the development agreement. However, Kuna City Code does provide for the procedure to modify a development agreement, and implicit in this process would be to use the modification procedure to remove certain conditions and/or release the property from the encumbrance. As the modification procedure follows the more stringent notice and public hearing process, in this case the noticing requirements have been complied with in regard to the modification (removal of conditions) and the release of the development agreement. Finally, as discussed above, assuming the development agreement is enforceable, the conditions have either mostly been satisfied or the Kuna City Code imposes reasonable restrictions or requirements upon the developers of the properties. It is the recommendation of City staff that this development agreement be released from the affected properties.

Dated this ____ day of April 2014.

Richard T. Roats
City Attorney

NOTE: A portion of this description located along the State Lateral is based upon Record of Survey No. 4238, Inst. #98038612. A boundary survey was not performed on this portion of the description by the registrant whose signature and seal are affixed herewith to confirm or deny said record boundary.

PARCEL DESCRIPTION February 24, 2006

PROJECT: 32568 GREATER DANSKIN ANNEXATION LEGAL
REV 1 LESS CHARLOTTE PLUS HILL

A parcel of land located in Section 11, T. 2 N., R. 1 W., B.M., Ada County, Idaho, more particularly described as follows;

COMMENCING at a 3" aluminum cap (corner record #7907141) marking the northeast corner of said Section 11;

Thence North 89°22'09" West coincident with the north line of said Section 11, a distance of 853.41 feet to the POINT OF BEGINNING;

Thence South 02°03'38" West, 197.10 feet;

Thence South 00°00'00" West, 190.45 feet;

Thence South 07°32'01" East, 140.38 feet;

Thence South 00°31'13" West, 260.00 feet;

Thence South 89°23'00" East, 59.80 feet;

Thence South 00°30'57" West, 279.92 feet;

Thence North 89°32'47" West, 59.83 feet;

Thence South 00°31'51" West, 259.94 feet;

Thence North 89°22'15" West, 468.45 feet;

Thence South 00°39'16" West, 1326.30 feet to the south line of the northeast ¼ of said Section 11;

Thence North 89°23'22" West coincident with the said south line of the northeast ¼ of Section 11 a distance of 1309.94 feet to the southwest corner of the said northeast ¼ of Section 11 (center ¼ corner);

Thence South 00°50'45" West coincident with the east line of the southwest ¼ of Section 11 a distance of 2658.59 feet to the southeast corner of the southwest ¼ (south ¼ corner) of said Section 11;

Thence North 89°26'47" West coincident with the south line of the said southwest ¼ of Section 11 a distance of 30.00 feet;

Thence North 00°50'45" East parallel with the said east line of the southwest ¼ of Section 11 a distance of 2274.43 feet to the westerly right-of-way line of the Kuna Canal;

Thence North 28°47'56" West coincident with the said westerly right-of-way line of the Kuna Canal, 168.11 feet;

Thence leaving the said westerly right-of-way line of the Kuna Canal, North 89°27'30" West, 1204.25 feet;

Thence South 00°42'33" West, 2420.69 feet to the south line of the said southwest ¼ of Section 11;

Thence North 89°26'47" West coincident with the said south line of the southwest ¼ of Section 11 a distance of 311.43 feet to the centerline of the State Lateral;

Thence North 10°13'49" West coincident with the said centerline of the State Lateral, 48.35 feet;

Thence North 31°04'07" East coincident with the said centerline of the State Lateral, 87.66 feet;

Thence North 46°53'07" East coincident with the said centerline of the State Lateral, 82.55 feet;

Thence North 8°55'07" East coincident with the said centerline of the State Lateral, 37.73 feet;

Thence North 21°35'53" West coincident with the said centerline of the State Lateral, 68.56 feet;

Exhibit 'A'

Thence North 37°35'53" West coincident with the said centerline of the State Lateral, 87.08 feet;

Thence North 21°44'53" West coincident with the said centerline of the State Lateral, 130.58 feet;

Thence North 30°57'53" West coincident with the said centerline of the State Lateral, 116.86 feet;

Thence North 58°17'53" West coincident with the said centerline of the State Lateral, 268.64 feet;

Thence South 74°50'07" West coincident with the said centerline of the State Lateral, 63.11 feet;

Thence North 63°11'53" West coincident with the said centerline of the State Lateral, 97.36 feet;

Thence North 55°00'53" West coincident with the said centerline of the State Lateral, 326.22 feet;

Thence North 52°43'53" West coincident with the said centerline of the State Lateral, 260.53 feet;

Thence North 71°39'53" West coincident with the said centerline of the State Lateral, 57.94 feet to the west line of the said southwest ¼ of Section 11;

Thence leaving the said centerline of the State Lateral, North 00°36'21" East coincident with the said west line of the southwest ¼ of Section 11 a distance of 1568.64 feet to the southwest corner of the northwest ¼ (west ¼ corner) of said Section 11;

Thence North 00°46'27" East coincident with the said west line of the northwest ¼ of Section 11 a distance of 2651.20 feet to the northwest corner of the said northwest ¼ of Section 11;

Thence South 89°25'57" East coincident with the north line of the said northwest ¼ of Section 11 a distance of 314.18 feet;

Thence South 00°46'27" West parallel with the said west line of the northwest ¼ of Section 11 a distance of 190.00 feet;

Thence South 89°25'57" East parallel with the said north line of the northwest ¼ of Section 11 a distance of 160.00 feet;

Thence North 00°46'27" East parallel with the said west line of the northwest ¼ of Section 11 a distance of 190.00 feet to the said north line of the northwest ¼ of Section 11;

Thence South 89°25'57" East coincident with the said north line of the northwest ¼ of Section 11 a distance of 225.82 feet;

Thence South 00°34'03" West, 290.40 feet;

Thence South 26°26'39" East, 313.94 feet;

Thence South 00°47'40" West, 1007.31 feet;

Thence South 80°43'58" East, 929.32 feet to the northerly right-of-way line of the Kuna Canal;

Thence South 79°09'18" East coincident with the said northerly right-of-way line of the Kuna Canal, 110.24 feet;

Thence South 70°00'00" East coincident with the said northerly right-of-way line of the Kuna Canal, 50.00 feet;

Thence South 37°15'03" East coincident with the said northerly right-of-way line of the Kuna Canal, 190.91 feet;

Thence leaving the said northerly right-of-way line of the Kuna Canal, North 45°50'32" East, 452.02 feet;

Thence North 44°35'34" West, 369.57 feet;

Thence North 00°49'04" East, 438.43 feet;

Thence North 28°27'55" West, 204.22 feet;

Thence South 89°11'10" East, 592.89 feet;

Thence North 00°48'52" East, 382.97 feet;

Thence North 89°25'57" West, 50.00 feet;

Thence North 00°48'52" East, 329.01 feet to the said north line of the northwest ¼ of Section 11;

Exhibit 'A'

Thence South 89°25'57" East coincident with the said north line of the northwest ¼ of Section 11 a distance of 100.01 feet to the northeast corner (north ¼ corner) of the said northwest ¼ of Section 11;

Thence South 00°48'52" West, 222.33 feet;

Thence South 89°22'09" East, 651.64 feet;

Thence South 00°44'08" West, 600.84 feet;

Thence South 88°56'54" East, 289.31 feet;

Thence North 00°37'46" East, 825.31 feet to the north line of said Section 11;

Thence South 89°22'09" East coincident with the said north line of Section 11 a distance of 812.70 feet to the POINT OF BEGINNING.

The above described parcel contains 257.08 acres more or less.

Together with and subject to covenants, easements and restrictions of record.

The basis of bearings for this parcel is South 89°25'28" East from the 3" aluminum cap (corner record #97031113) marking the northwest corner of Section 11 and the 3" aluminum cap (corner record # 97031115) marking the north ¼ corner of Section 11, both in T. 2 N., R. 1 W.

David S. Short Jr., PLS
End Description



1/27/2004 License No. 5461

VICINITY MAP
GREATER DANKSIN

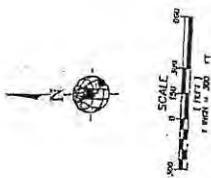
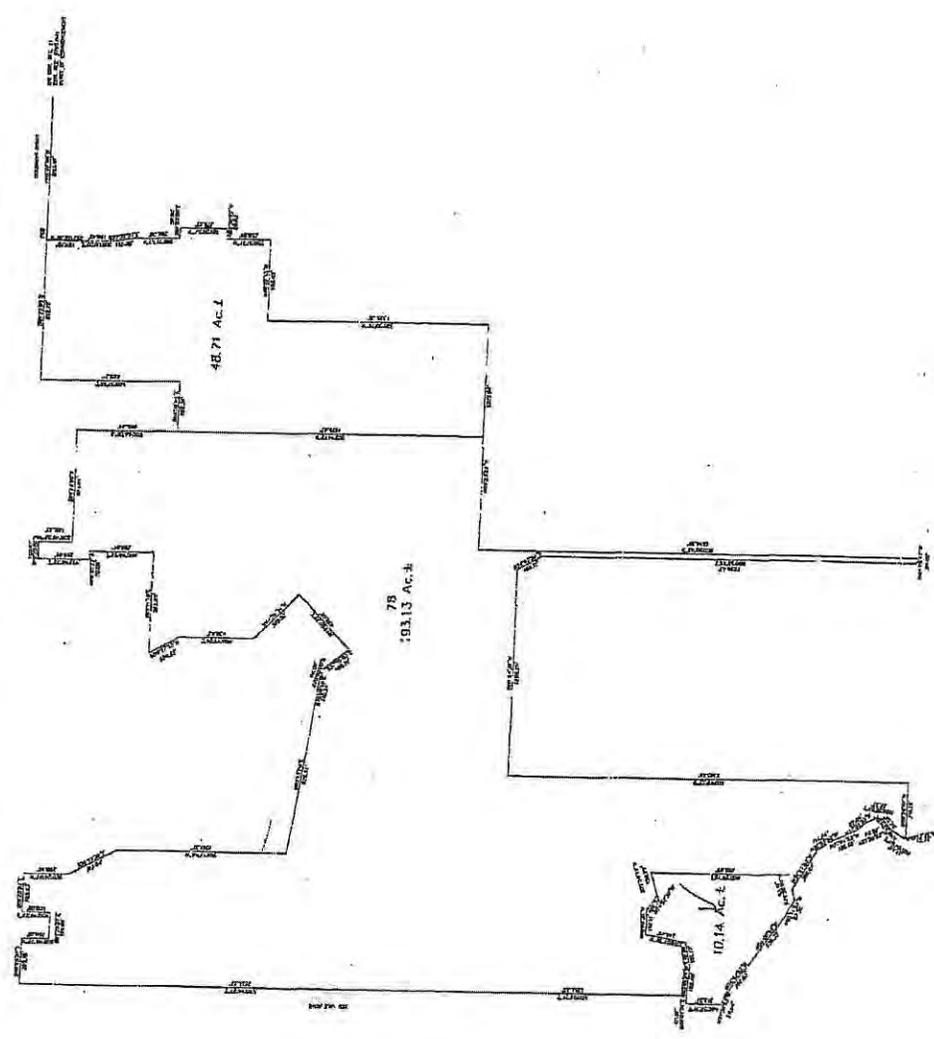


Exhibit 'A'

**RE-RECORD WITH ATTACHED
EXHIBIT A**

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/25/06 12:35 PM
DEPUTY Gail Garrett
RECORDED - REQUEST OF
Kuna City

AMOUNT .00



106118591

RE-RECORD

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 07/17/06 01:24 PM
DEPUTY Gail Garrett
RECORDED - REQUEST OF
Kuna City

AMOUNT .00



106113969

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Stetson Properties, LP whose address is 516 S. Capitol Blvd. Boise Id. 83702, the owner of the real property described herein and applicant(s) for Danskin/Applewood Subdivision, hereafter referred to as "Developer".

WHEREAS, the developer has applied to the City for annexation and rezone of the property described as attached hereto and incorporated by reference herein on Exhibit A ("Property"), R-6 for the purpose of developing a Residential Subdivision. The Property is currently zoned RR (Rural Residential); and

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code; and

WHEREFORE, the City of Kuna and The Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City will adopt an ordinance annexing the Property and amending the Kuna Zoning Ordinance to rezone it as R-6. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

**ARTICLE III
CONDITIONS ON DEVELOPMENT**

3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

- 3.1.1 Density, the overall density of this property shall be a maximum of 3 DU per gross acre(257.08X3=771 lots minimum).
- 3.1.2 The developer agrees to submit a master plan for the entire property prior to approval of the first preliminary plat to show how the density will be disbursed on the entire site.
- 3.1.3 The developer agrees to sign Agreement for Pre-Purchase of sewer connections attached as exhibit "C" to provide a guarantee of a minimum of 200 sewer connections prior to completion of new sewer plant.
- 3.1.4 The developer agrees to construct sewer facilities commonly known as the Danskin Lift station and the City agrees to allow developer a latecomer's agreement for the cost of the project above the cost to serve the developers project as per Code.

- 3.1.5 The Developer agrees to participate in any city LID for Sewer improvements.
- 3.1.6 The Developer agrees to provide ½ acre transitional lots along Danskin #1, including the lots abutting the 30' wide landscaped pedestrian path with the future sewer overlay, along Danskin phase 1.
- 3.1.7 The Developer agrees to provide a 30' wide lot with an 8' wide pedestrian path and landscaping with an overlay easement for future sewer along phase 1 of the Danskin Subdivision, including a stub to Danskin for future connection to City sewer.
- 3.1.8 The Developer agrees to donate a 12 acre school site to be shown on the Master Plan and approved by the School District prior to the Preliminary Plat of the subdivision and locate the highest density lots in the development around the school site. The Developer is to construct an 8 acre park with landscaping and amenities to be donated to the City.

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 The Applewood Subdivision shall be constructed as per the approved Master Plan.

3.4 **Conditions, bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.5 **Commencement of Construction:** The Developer shall commence construction within 365 days of the construction of the mechanical bio reactor wastewater treatment plant. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement

**ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS**

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

**ARTICLE V
DEFAULT**

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to RR (Rural Residential) Zoning. All uses of property, which are not consistent with R-6 Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with RR (Rural Residential) Zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to RR (Rural Residential) zoning as provided in Idaho Code.

ARTICLE VI

UNENFORCEABLE PROVISIONS

6.1 If any term, Provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VII ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE VIII GENERAL MATTERS

8.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: Stetson Properties, LP
516 S. Capitol Blvd.
Boise, Idaho 83702

Or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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

Dated this 18th day of April, 2006.

CITY OF KUNA

By: *O. Dean Obroy*
O. Dean Obroy, Mayor

ATTEST:

Lynda Burgess
Lynda Burgess, City Clerk



RESOLUTION NO. R22-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO DEVELOPMENT AGREEMENT-RELEASE, RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE KNOWN AS GREATER DANSKIN DEVELOPMENT AND ALSO APPLEWOOD SUBDIVISION AND NOW OWNED BY DBTV APPLEWOOD FARM, LLC, DB DEVELOPMENT LLC AND THE KUNA SCHOOL DISTRICT.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Amendment to Development Agreement- Release, releasing the Development Agreement from the property once known as Greater Danskin Development and also Applewood Subdivision, and owned by DBTV Applewood Farm, LLC, DB Development, LLC and the Kuna School District, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action of the City Council for the City of Kuna, Idaho on April 1, 2014, and after notice and public hearing, the City Council for the City of Kuna, Idaho did release the Development Agreement recorded against the Real Property, as evidenced by EXHIBIT A, as attached hereto, and described in the Development Agreement and recorded against the Real Property as Instrument Number 106113969.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL

File name:

Arroyo Indio Subdivision

Site location:

East of S. Black Cat Rd./North of W. Ardell Rd. Alignment/West of S. Ten Mile Rd.

Legal Description:

See Attached **Exhibit A**.

Current property Owners/developers:

DBTV Arroyo Indio Farm, LLC

Hearing date:

April 1, 2014

Factual background:

On November 1, 2006, the City of Kuna (City) and Evans Construction Management Company (Developer) executed a Development Agreement for the above-described property. The property has not been developed and it remains vacant. DBTV Arroyo Indio Farm, LLC is the current owner.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendations and Conclusions:

1. It is appropriate to amend the Development Agreement, as the property has not been developed and the land sits vacant, the proposed project is inconsistent with the current requirements of the City and other governmental agencies, and if constructed, it does not meet the desires of the market. The current property owner has been in discussions with City staff, and intends to present a new proposed project that would be consistent with the City and other governmental entities and market conditions.
2. As cited, Kuna City Code provides for the procedure to amend a development agreement after the conditions have been satisfied, or if the property should no longer

be subject to the development agreement. It is the recommendation of City staff that the development agreement be released from the properties.

Dated this ____ day of April 2014.

Richard T. Roats
City Attorney

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT- AMENDMENT

This Amendment to Development Agreement amends and replaces in its entirety *Article III* of the Development Agreement, and *Section 8.4 of Article VIII* pertaining to notice, that was recorded at the Ada County, Idaho Recorder's Office on November 3, 2006, as **Instrument No. 106174307** against the property known as the Arroyo Indio Subdivision, which legal description is attached hereto as EXHIBIT A; and is made and entered into by and between the City of Kuna, Idaho, a political subdivision of the State of Idaho (City) and the property owner, DBTV Arroyo Indio Farm LLC, (Developer).

WHEREAS, the Development Agreement provided that construction was to commence within 365 days of the effective date of Development Agreement or November 1, 2007. No construction has commenced. The property remains undeveloped. The annexation of the Subdivision and the Development Agreement provided that the property would be zoned R-4. This zoning designation remains appropriate; and

WHEREAS, the Evans Construction Management Company was the original developer of the Arroyo Indio Subdivision, which has sold and is now owned by Developer; and

WHEREAS, market conditions have changed and Developer plans on submitting an amended Preliminary Plat to the City of Kuna, Idaho that will have a significantly different layout from the Arroyo Indio Subdivision Preliminary Plat; and

WHEREAS, the City and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The development conditions pursuant to in this Agreement are as follows:

- 3.1.1 Developer shall construct a ten-foot (10') wide asphalt pathway abutting Indian Creek the length of the Subdivision.
- 3.1.2 Developer shall dedicate an easement for the pathway abutting Indian Creek to the City for public use. The City shall be responsible for maintenance.
- 3.1.3 Design logical and functional pedestrian pathways within the Subdivision to access Indian Creek.

**ARTICLE VIII
GENERAL MATTERS**

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: DBTV Arroyo Indio Farm LLC
6152 W. Half Moon Lane
Eagle, Id, 83616

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement- Amendment shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement- Amendment.

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

Dated this _____ day of April 2014.

CITY OF KUNA

By: _____
W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

BOUNDARY LEGAL DESCRIPTION
EXHIBIT "A"

A parcel of land being the West 1/2 of the NW1/4 of Section 15, and a portion of the SE1/4 of the NE1/4 of Section 16, Township 2 North, Range 1 West, Boise Meridian, and more particularly described as follows:

BEGINNING at a 5/8 inch rebar marking the SW corner of said West 1/2 of the NW1/4 of Section 15, thence along the West line of said West 1/2 N00°03'34"E a distance of 594.84 feet to a point marking the centerline of Indian Creek;
Thence leaving said West line and along said centerline the following courses
N41°24'15"W a distance of 187.26 feet to a point;
Thence N33°03'11"W a distance of 60.98 feet to a point;
Thence N10°22'47"W a distance of 31.73 feet to a point;
Thence N19°39'38"E a distance of 182.39 feet to a point;
Thence N14°44'03"E a distance of 92.22 feet to a point;
Thence N27°05'11"E a distance of 115.97 feet to a point;
Thence N33°07'16"E a distance of 47.31 feet to a point on said West line;
Thence along said West line N00°03'34"E a distance of 979.21 feet to a 5/8 inch rebar;
Thence leaving said West line S89°56'26"E a distance of 300.00 feet to a 5/8 inch rebar;
Thence N00°03'34"E a distance of 150.00 feet to a 5/8 inch rebar;
Thence N89°56'26"W a distance of 300.00 feet to a 5/8 inch rebar marking a point on said West line;
Thence along said West line N00°03'34"E a distance of 300.00 feet to a brass cap monument marking the NW corner of said West 1/2;
Thence leaving said West line and along the North line of said West 1/2 N89°51'00"E a distance of 1323.45 feet to point marking the NE corner of said West 1/2, from which a 5/8 inch rebar witness monument bears N89°51'00"E a distance of 11.00 feet;
Thence leaving said North line and along the East line of said West 1/2 S00°00'31"W a distance of 2653.90 feet to a 5/8 inch rebar marking the SE corner of said West 1/2;
Thence leaving said East line and along the South line of said West 1/2 S89°59'26"W a distance of 1325.80 feet to the POINT OF BEGINNING:

Said parcel contains 80.94 acres more or less and is subject to all existing easements and rights-of-ways of record or implied.



Exhibit 'A'

LIFE ESTATE BOUNDARY LEGAL DESCRIPTION
EXHIBIT "B"

A parcel of land being a portion of the SE 1/4 of the NE 1/4 of Section 16 and the SW 1/4 of the NW 1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, and more particularly described as follows:

Commencing at a 5/8 inch rebar marking the 1/4 corner common to said Section 16 and 15, thence along the line common to said Sections N00°03'34"E a distance of 594.84 feet to a point marking the centerline of Indian Creek, from which a brass cap monument marking the North corner common to said Sections bears N00°03'34"E a distance of 2055.81 feet, thence along said centerline N41°24'15"W a distance of 187.26 feet to a point, thence N33°03'11"W a distance of 31.29 feet to a point making the POINT OF BEGINNING:

Thence N33°03'11"W a distance of 29.69 feet to a point;

Thence N10°22'47"W a distance of 31.73 feet to a point;

Thence N19°39'38"E a distance of 182.39 feet to a point;

Thence N14°44'03"E a distance of 92.22 feet to a point;

Thence N27°05'11"E a distance of 67.24 feet to a point;

Thence S89°56'26"E a distance of 282.95 feet to a point;

Thence S00°03'34"W a distance of 377.00 feet to a point;

Thence N89°56'26"W a distance of 376.09 feet to the POINT OF BEGINNING.

Said parcel contains 3.03 acres more or less and is subject to all existing easements and rights-of-ways of record or implied.



Exhibit 'A'

ADA COUNTY RECORDER J. DAVY VARRO AMOUNT .00 16
 BOISE IDAHO 11/03/06 04:34 PM
 DEPUTY Gail Garrett
 RECORDED - REQUEST OF
 Kuna City



106174307

Recording Requested By and
 When Recorded Return to:

City Clerk
 City of Kuna
 P.O. Box 13
 Kuna, Id 83634

For Recording Purposes Do
 Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho hereinafter referred to as "City", and Evans Construction Management Company, whose address is 9560 W. Pebble Brook Lane, Garden City, Idaho 83703, the applicant for Arroyo Indio Subdivision, hereafter referred to as "Developer".

WHEREAS, the developer has applied to the City for a zone change to R-4 of the property described as attached hereto and incorporated by reference herein on Exhibit A ("Property") to develop a Residential Subdivision. The Property is currently zoned A (Agricultural). Pursuant to their discussion at the August 15, 2006 meeting the City is requiring an R-4 Zone. The Developer has also applied for a subdivision plat for the same property. The Preliminary Plat as approved by the City Council is attached hereto as Exhibit B.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City of Kuna and The Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
 LEGAL AUTHORITY**

**ARTICLE II
 ZONING ORDINANCE AMENDMENT**

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to R-4. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of the Development Agreement.

**ARTICLE III
 CONDITIONS ON DEVELOPMENT**

3.1 The conditions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1.1 Developer shall provide landscaping in the common area along Indian Creek in substantial compliance with the landscape plan attached hereto and incorporated herein as Exhibit "B".

3.1.2 Developer shall construct a ten foot (10') wide asphalt pathway along Indian Creek in substantial compliance with the landscape plan attached hereto and incorporated herein as Exhibit "B".

3.1.3 Developer agrees that the common area along Indian Creek and the pathway shown on the landscape plan attached hereto and incorporated herein as Exhibit "B" shall be for public use.

3.1.4 Developer shall provide six foot (6') tall vinyl fencing along Black Cat Road, Hubbard Road, the eastern boundary of the Property, and the southern boundary of the Property.

3.1.5 Developer shall comply with all staff, ACHD & Fire district recommendations.

3.1.6 Upon submittal of the replatting of the Life Estate require the greenbelt to continue along Indian Creek.

3.1.7 The life estate property shall use the existing access to Black Cat Road or take access from Pelea Drive, not both. A road barrier shall be installed at the end of Pelea Drive, if the Black Cat Road access is used.

3.1.8 Basketball court to be moved to Lot 28 Block 4 in phase 1. Lot 28 Block 4 to be open space, owned & maintained by the homeowners association.

3.1.9 Developer to work with the City Engineer to develop a plan for a regional lift station.

3.1.10 Create a pathway between Lot 7 & Lot 8 Block 3 and Lot 17 & Lot Lot 18 Block 3.

3.1.11 Provide general playground equipment to include maintenance free swings and slides approved by City staff at the proposed tot lot, shown on the Preliminary Plat as Lot 1 Block 5.

3.1.12 Developer to install fence abutting the site along Ardell Road to match the fence at Crimson Point Subdivision to the South.

3.1.13 Developer to construct a pedestrian bridge across Indian Creek to connect pathway easements to proposed Lobo & Vaquaro Streets within the pathway easements with a minimum of 20-foot wide.

3.1.14 Provide a 5-foot wide asphalt pedestrian walkway at the undeveloped portion of Hubbard Road to connect the greenbelt to the sidewalks on both the west and east sides of Indian Creek.

3.1.15 Install approved landscaped islands & stone subdivision signs at the entrances to the subdivision on Hubbard in Phase 2 (eastern entrance) & Black Cat Road in Phse 3 with approved landscaping.

3.1.16 Provide a 10-foot wide landscaped pedestrian easement with a 5-foot wide asphalt path to provide connection to the Indian Creek greenbelt.

3.1.17 Install a 6-foot wrought iron fencing along the Indian Creek greenbelt.

3.1.18 Designate easements as pedestrian pathways and provide 5-foot paved paths on the easements with a 4-foot solid, 2-foot6 lattice vinyl fence abutting the easements.

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 The Arroyo Indio Subdivision shall be constructed as shown on the plan attached hereto and incorporated herein as Exhibit "B". Failure to construct the development consistent with this Agreement and the plan and conditions included as Exhibit "B" or construction in accordance with this Agreement and the plan and

conditions included as exhibits without formal modification of the plan consistent with Kuna City Code, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

3.4 **Conditions, bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy Permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.5 **Commencement of Construction:** The Developer shall commence construction within 365 days of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

ARTICLE IV AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

ARTICLE V DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to RUT Zoning. All uses of property, which are not consistent with RUT Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with RUT Zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to RUT zoning as provided in Idaho Code.

ARTICLE VI UNENFORCEABLE PROVISIONS

6.1 If any term, Provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VII ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors,

agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE VIII
GENERAL MATTERS

8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 Notice. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: Evans Construction Management Company
9560 W. Pebble Brook Lane
Garden City, Idaho 83703

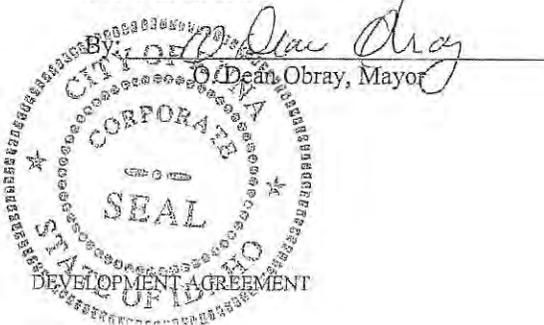
or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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

Dated this 1st day of Nov, 2006.

CITY OF KUNA



ATTEST:

Lynda Burgess
Lynda Burgess, City Clerk

RESOLUTION NO. R20-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT- AMENDMENT, AMENDING THE DEVELOPMENT AGREEMENT FOR THE PROPERTY KNOWN AS ARROYO INDIO SUBDIVISION AND OWNED BY DBTV ARROYO INDIO FARM, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Development Agreement-Amendment, amending the Development Agreement for the property known as DBTV Arroyo Indio Farm, LLC, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Memorandum Release of development agreement

File name:

City Farm 107

Site location:

East of S. Ten Mile Road/North of W. Lake Hazel Road/West of S. Linder Road

Legal Description:

See Attached **Exhibit A**.

Current property Owners/developers:

DBTV Mason Creek Farm, LLC

Hearing date:

April 1, 2014

Factual background:

On October 20, 2009, the 107.13 acres that were previously purchased by the City of Kuna were annexed into the City with a Public (P) zone classification. At the time, the property was to be used 1) primarily for the storage of wastewater from the City's wastewater treatment facility, and 2) a regional park, thus the (P) designation. As part of the annexation, and to reflect the zoning use, the City prepared a development agreement for the property that was recorded on November 11, 2009. The Development Agreement is attached hereto as **Exhibit B**.

On September 17, 2013, the City declared the property surplus, and on October 10, 2013, the property was sold to a developer. At some time in the future, the developer plans to develop the property as a residential development. As the development agreement was structured for the property to be developed for the public, it is inapplicable for a residential development.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.

2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendations:

1. It is appropriate to release the Development Agreement, as the property will not be used for wastewater storage and a regional park. Prior to the developer proceeding with its proposed development, the developer will need to file an application to rezone the property from (P) to residential.
2. Kuna City Code does not expressly provide for the procedure to release of a development agreement after the conditions have been satisfied, or if the property should no longer be subject to the development agreement. However, Kuna City Code does provide for the procedure to modify a development agreement, and implicit in this process would be to use the modification procedure to remove certain conditions and/or release the property from the encumbrance. As the modification procedure follows the more stringent notice and public hearing process, in this case the noticing requirements have been complied with in regard to the modification (removal of conditions) and the release of the development agreement. It is the recommendation of City staff that the development agreement be released from the affected properties.

Dated this ____ day of April 2014.

Richard T. Roats
City Attorney

P - PUBLIC
PARCEL ONE

Part of the South 1/2 of the Southwest 1/4 of Section 35, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho described as:

Commencing at the Southwest corner of Section 35, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho and running thence
South 89°47'59" East 2033.78 feet along the South line of said Section to the POINT OF BEGINNING; thence
North 00°10'24" East 690.54 feet; thence North 89°47'59" West 1199.05 feet; thence
North 00°04'23" East 225.48 feet; thence North 89°48'00" West 787.91 feet; thence
North 00°04'23" East 195.87 feet; thence North 89°59'09" East 160.72 feet; thence
North 00°10'07" East 209.31 feet to an existing fence line; thence
North 89°02'19" East 226.24 feet along said fence line; thence
South 89°54'33" East 2207.60 feet along said fence line to a point on the Center North-South line of said Section; thence
South 00°07'26" West 5.90 feet to the Center-South 1/16 corner of said Section; thence
South 00°06'15" West 1324.70 feet along the Center North-South line of said Section to the South Quarter corner of said Section; thence
North 89°47'59" West 608.39 feet along the South line of said Section to the POINT OF BEGINNING.

Exhibit 'A'

P - PUBLIC
PARCEL TWO

That portion of Lot 3 in Block 1 of TITUS SUBDIVISION, according to the official plat thereof, filed in Book 77 of Plats at Pages 8143 and 8144, records of Ada County, Idaho, more particularly described as follows:

Beginning at the Southeast corner of Section 35, Township 3 North, Range 1 West of the Boise-Meridian, Ada County, Idaho and running thence N89°45'15"W 1973.33 feet along the South line of said Section; thence N00°04'42"E 48.00 feet to a point on the East line of Lot 3 of TITUS SUBDIVISION (said point being THE POINT OF BEGINNING); thence N89°45'15"W 369.87 feet to a point on the West line of said Lot; thence N00°13'48"E 387.60 feet along said West line to the Northeast corner of Lot 2 of said Subdivision; thence N89°45'15"W 320.79 feet to the Northwest corner of Lot 1 of said Subdivision; thence N00°06'15"E 889.19 feet along the West line of Lot 3 of said Subdivision to the Northwest corner of said Lot; thence S89°43'00"E 679.21 feet along the North line of said Lot to the Northeast corner of said Lot; thence S00°04'42"W 1275.26 feet along the East line of said Lot to the POINT OF BEGINNING.

Exhibit 'A'

P - PUBLIC
PARCEL THREE

Part of the South Half of the Southeast Quarter of Section 35, Township 3 North, Range 1 West of the Boise-Meridian, Ada County, Idaho described as:

Beginning at the Southeast corner of Section 35, Township 3 North, Range 1 West of the Boise-Meridian, Ada County, Idaho and running thence
North 89°45'15" West 1326.57 feet along the South line of said Section; thence
North 00°03'49" East 48.00 feet to the Point of Beginning; thence
North 89°45'15" West 646.75 feet to a point on the East line of Lot 3 of Titus
Subdivision; thence
North 06°04'42" East 1276.26 feet along said East line to the Northeast corner of said
Lot; thence
South 89°43'00" East 646.43 feet; thence
South 00°03'49" West 1276.84 feet to the point of beginning.

Exhibit 'A'

P - PUBLIC
PARCEL FOUR

Part of the South Half of the Southeast Quarter of Section 35, Township 3 North, Range 1 West of the Boise-Meridian, Ada County, Idaho described as follows:

Beginning at the Southeast corner of Section 35, Township 3 North, Range 1 West of the Boise-Meridian, Ada County, Idaho and running thence
North 89°45'15" West 48.00 feet along the South line of said Section; thence
North 00°01'23" East 549.94 feet to the Point of Beginning; thence
North 89°45'15" West 791.89 feet; thence
South 00°03'49" West 501.94 feet; thence
North 89°45'15" West 486.29 feet; thence
North 00°03'49" East 1275.84 feet; thence
South 89°43'40" East 1277.64 feet; thence
South 00°01'23" West 773.31 feet to the point of beginning.

Recording Requested By and
When Recorded return to:

City Clerk
City of Kuna
PO Box 13
Kuna, ID 83634

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 43
BOISE IDAHO 11/24/09 10:27 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Kuna City

109131870

July 6, 2009

For Recording Purposes
Do Not Write Above This Line

**CITY PROPERTY ANNEXATION
DEVELOPMENT AGREEMENT**

The is a Development Agreement for four tracts of land that collectively represent approximately 107 acres of land the City of Kuna purchased to accommodate public needs. This Development Agreement (this "**Agreement**") entered into by and between the City of Kuna, a municipal corporation in the State of Idaho hereinafter referred to as "City", and **City of Kuna and other persons acquiring an interest in these properties** whose address is **763 W. Avalon Road, Kuna, Idaho 83634** the owner of this property described herein for: **S1235346600, R8468870305, S1235438411, and S1235449215** hereafter referred to as "**Developer.**"

WHEREAS, the City has approved a zone change to P (Public - City) as part of the lands annexation of the properties described as attached and reference as **Exhibit A ("Properties")**, the land is intended to be developed as a City Regional Park, sewer treatment facility and for other public facilities purposes; subject to the amendment of this Agreement at time of development.

WHEREAS, the City, pursuant to Section §67-6511A, Idaho Code, has the authority to conditionally rezone the Properties and to enter into an agreement for the purpose of allowing a development to proceed in a specific area and for a specific purpose or use, which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City of Kuna and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section §67-6511A, §50-222 and §67-65.

1.2 This Agreement is made pursuant to and in accordance with the provisions of Kuna City Ordinance No. 230 and 525, as amended.

Exhibit 'B'

1.3 This Agreement is made pursuant to and in accordance with the provisions of Kuna City Comprehensive Plan, as amended.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City has adopted an Ordinance to rezone the Properties to Public (P) zone. The Ordinance will become effective after its passage, approval, publication and the execution and recordation of this Agreement.

ARTICLE III

3.1: The use(s) agreed to in this conditional annexation and rezone are those permitted or specially permitted, by way of a special use permit in the Public (P) zone; or those agreed to, provided they are not in conflict with City code.

3.1.1: The Order of Decision for the annexation and land use zone classification, including all conditions of approval, is hereby made a part of the development agreement. In the event there is a discrepancy or conflict in the interpretation of land use conditions or actions, the stricter condition or action shall apply, unless specifically stated otherwise in this Agreement.

3.1.2: Building Permits:

3.1.2.1: At time of development, the Developer shall acquire all necessary building permits, comply with all building code requirements and inspection processes.

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

3.1.2.2.1: **The following building and land use requirement apply within the Public (P) zone:**

Maximum Height -	60-feet
Minimum Lot Width -	0-feet *
Front setback -	0-feet
Rear setback -	0-feet
Interior side -	0-feet
Street side -	0-feet
Maximum lot coverage -	100% DR
Minimum lot area per D.U.	0

** Although unstated, the minimum lot width shall accommodate a functional driveway access on street fronting property.*

3.1.3: Comprehensive Plan:

3.1.3.1: All development plans shall be consistent with the goals and objectives of the City's Comprehensive Plan. Any development flexibility that is granted shall be consistent with the interests of the City of Kuna and in substantial compliance with the Plan.

3.1.4: Construction Etiquette:

3.1.4.1: At time of development, the Developer shall post and maintain a "rules and regulation sign" at the entryways to the site until it is

constructed. The signs are intended to convey the following information to subcontractors performing the work: 1) no dogs; 2) no loud music; 3) no alcohol or drugs; 4) no abusive language; 5) dispose of personal trash and site debris; 6) clean up any mud and/or dirt that is deposited from the construction site onto the public street; 7) installation of temporary construction fence that would keep debris from blowing off site; 8) no burning of construction or other debris on the property.

3.1.5: Design Review:

- 3.1.5.1: At time of development, the Developer agrees to submit a Design Review application for any proposed commercial or public buildings, landscape, residential open space or common lots, parking and signage use.
- 3.1.5.2: Commercial or public buildings and their compositions are subject to design review relative to their usage of materials, woods, design fenestration, etcetera; in accordance with the Design Review code.
- 3.1.5.3: Any fencing and/or wall materials employed in the developments are subject to design review.

3.1.6: Engineering Calculations / Drawings / Plans / Reports:

- 3.1.6.1: At time of development, the Developer shall obtain a letter from the City engineer recommending engineering approval of construction drawings, drainage and stormwater plans, final plat and lighting plans.
- 3.1.6.2: At time of development, the Developer shall provide the City engineer with fire flow, water distribution and wastewater calculations and acquire all necessary permits and pay all associated fees. The City engineer will review the water modeling results and provide for comments or corrections.
- 3.1.6.3: A geotechnical report (if required) is subject to the City engineer's review and corrections.

3.1.7: Fencing:

- 3.1.7.1: Any fencing that is installed on the site, to include modification of existing fencing, shall be constructed and placed according to the City's zoning standards and design review criteria.

3.1.8: Federal, State, Local and Special Purpose District Standards:

- 3.1.8.1: The Developer shall comply with all applicable federal, state, local and special purpose district standards as they apply to these Properties and their further development.

3.1.9: Fire:

- 3.1.9.1: Fire Hydrants and Water Mains: At time of development, the Developer shall provide adequate fire protection in accordance with the appropriate fire district standards. The Developer shall meet any requirements of the Meridian Fire District.

- 3.1.9.2: The Meridian Fire District must approve all fire flow requirements and/or building plans.
- 3.1.9.3: Fire protection facilities shall be installed as specifically required by the Meridian Fire District.

3.1.10: Grading Plan:

- 3.1.10.1: At time of development, the Developer shall provide the City a grading plan identifying how the site will be graded and contoured. The grading plan shall be reviewed by the City engineer for compliance with City standards.

3.1.11: Irrigation:

- 3.1.11.1: At time of development, or in the event the Developer intends to modify the land in such a fashion as to possibly impede or intrude upon irrigation waters, they shall comply with Section §31-3805 of the Idaho Code pertaining to irrigation water is required. Irrigation / drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise-Kuna Irrigation District and New York Irrigation District is required.
- 3.1.11.2: At time of development, the Developer shall provide the City engineer an irrigation plan for review and approval. The Developer shall also acquire all of the permits and inspections necessary to connect the irrigation system to the City water utility. The irrigation system shall be constructed to City standards. The Developer shall pay for any offsite improvements necessary to connect into the City's water system.

3.1.12: Land Use Requirements:

- 3.1.12.1: The Developer shall comply with Kuna City's land use requirements unless otherwise modified by this Agreement.
- 3.1.12.2: No other uses than those permitted within the Public (P) zone shall be introduced to the Properties described in this Agreement without further land use action and possible modification of this Agreement.
- 3.1.12.3: The Developer shall meet all requirements set forth in the City of Kuna Zoning Ordinance.

3.1.13: Landscape:

- 3.1.13.1: At time of development, the site improvements shall be subject to the City's landscape ordinance and design review processes (the design review standards may differ from the City's landscape ordinance). The landscape plan shall be accompanied by an irrigation plan as all landscaping needs to be supported by a water source. The irrigation plan is subject to City engineer review and approval.
- 3.1.13.2: At time of development, the Developer shall prepare a detailed landscape plan using native or suitable plants as part of the application process, unless there is a master landscape plan in place that is relied upon for development activity. The landscape plan is subject to design review. The landscape plan shall call out the

method(s) of re-vegetating common open space and periphery areas disturbed during the construction. Landscape shall consist of organic material; no hard-scape (gravel) materials shall serve as a landscape substitute.

- 3.1.13.3: When the Developer develops the site, they shall employ vegetative buffers and landscape berming techniques along the property boundaries to minimize adverse impacts on the adjoining neighbors. The landscape and buffer techniques are subject to design review.
- 3.1.13.4: As part of the development process, the City forester must approve landscape installation or vegetation removal.

3.1.14: Maps:

- 3.1.14.1: At time of development, the Developer shall provide map(s) showing the location of all existing sewer, water mains, culverts, drain pipes, gas and electric conduits, telephone liens and other utilities proposed to service the Properties as requested by the City engineer. The Developer shall also provide a map(s) showing all easements by use to include roads, driveways, buried or overhead utilities, drainage and other easements.

3.1.15: Outdoor Lighting:

- 3.1.15.1: All outdoor lighting shall be installed to the City's "dark skies" standards.
- 3.1.15.2: On-site lighting shall be designed so it does not shine on the adjoining properties.

3.1.16: Parking and Loading Standards:

- 3.1.16.1: All parking shall be installed to City standards.
- 3.1.16.2: At time of development, the Developer shall submit a parking plan in accordance with the site plan and City parking requirements. The parking plan will reflect the number and placement of the required parking spaces; under no circumstances shall the development's parking demands be satisfied off the site to include use of City streets for parking purpose unless an offsite parking plan is approved. The parking plan is subject to City engineer approval. The parking plan shall incorporate strategies to assure the public does not park on Lake Hazel, Ten Mile or Linder roads under any circumstances.

3.1.17: Permits and Applicable Fees:

- 3.1.17.1: At time of development, the Developer shall acquire all permits and pay all applicable fees.

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

- 3.1.18.1: At time of development or at some other agreed upon time, the Developer shall comply with ACHD and the City of Kuna road improvement requirements.
- 3.1.18.2: The Developer will provide a traffic study at time of development (if required).

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

3.1.19: Sanitary Sewer:

3.1.19.1: The Developer agrees to connect to the City's sanitary sewer system at time of development. The Developer shall provide its sanitary sewer design to the City engineer for review and corrections. The Developer shall acquire all of the permits and inspections necessary to connect into the City's sewer utility. The sewer system shall be constructed to City standards. The Developer shall pay for any offsite improvements necessary to connect into the City sewer utility.

3.1.19.2: At time of public sewer connection, the Developer shall abandon any (if applicable) septic systems, according to City and Health District standards.

3.1.20: Site Plans:

3.1.20.1: At time of initial development, the Developer shall provide an overall site/landscape plan which shall be considered a binding site plan for purposes of the land use application.

3.1.21: Signage:

3.1.21.1: Any signage placed at the site is subject to City design review process. No signs shall be placed on fences, buildings or other structures for advertising or promotion purpose unless its placement is in compliance with any signage requirements in place at the time the Developer seeks a signage permit.

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

3.1.22: Sidewalks and Pathways:

3.1.22.1: At time of development, the Properties are subject to sidewalk and pathway improvement dedications for pedestrian connectivity purposes.

3.1.23: Stormwater / Drainage:

3.1.23.1: The Developer is subject to the City's stormwater and drainage standards at time of development. Stormwater impacts resultant from development shall be mitigated in accordance with the City's stormwater management policy. The engineer of record is to provide stormwater calculations, which comply with the requirements of the City's stormwater policy. The discharge of stormwater or drainage

offsite will require written approval from the City and other Agencies responsible for receiving the fugitive stormwater.

- 3.1.23.2: At time of development, the Developer shall provide the City engineer stormwater management plans and a drainage report showing how drainage flows from impervious surfaces will be addresses through surface and subsurface stormwater detention/retention features and retained on-site. The drainage plan shall conform to the City's Drainage Management Guidelines. Stormwater detention/retention facilities will be designed to cover a 100-year storm event, the drainage report shall include an erosion control plan.
- 3.1.23.3: At time of development, the City engineer must approve a surface drainage run-off plan, which has been recommended by Central District Health Department (CDHD). The plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties".
- 3.1.23.4: Storm Drainage and/or Street Runoff must be retained on-site.
- 3.1.23.5: Surface drainage shall be designed so that it minimizes "ponding" issues to lessen mosquito breeding problems.
- 3.1.23.6: No construction, grading, filling, clearing, or excavation of an kind shall me initiated until the Developer has received drainage design plan approval from the Kuna City engineer. The drainage design plan shall include all proposed site grading.

3.1.24: Trees:

- 3.1.24.1: From the date of this Agreement, the Developer is not to remove any mature trees from the site unless that action is approved by City staff and is in accordance with City code.
- 3.1.24.2: The Developer is encouraged to retain trees with a six inch (6") or greater caliper. The Developer's tree removal and replanting strategy is subject to the City's arborists and tree committee's review and approval. At time of development, the Developer will need to show tree plantings and method of their planting on the landscape plan. The Developer will need to provide for a variety of trees that are compatible to the area and reflecting all seasons of the year.

3.1.25: Underground Utilities:

- 3.1.25.1: Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services.
- 3.1.25.2: All public utilities shall be placed underground (if possible). A utility easement of a width determined by the City engineer and other utility purveyors shall be placed around the exterior boundary for utility and drainage easement purpose.
- 3.1.25.3: The Developer shall provide public easements for utilities, drainage and irrigation centered on the interior property lines. The easements shall have a minimum width of ten feet (10').

3.1.26: Underground Storage Tanks, Utilities, Wells or Septic Systems:

- 3.1.26.1: At time of development, all utilities shall be placed underground where possible; wells and septic systems shall be disconnected or capped and removed or abandoned according to City and Central District Health Department standards.
- 3.1.26.2: If discontinued or impaired underground storage tanks are discovered during construction, they shall be removed or abandoned in accordance with federal, state, and local and special purpose district requirements.

3.1.27: Water:

- 3.1.27.1: At time of development, the Developer shall connect to City Water. The Developer shall provide its potable water design to the City engineer for review and corrections. The Developer shall acquire all of the permits and inspections necessary to connect into the City's water system. The water lines, meter locations and waterline valves will need to be reviewed by City public works staff and shall be constructed to City standards. Water lines are to be looped through the Properties. The Developer shall pay for any off-site improvements necessary to connect into the City's water utility.
- 3.1.27.2: **Water Rights:**
- 3.1.27.2.1: Water rights appurtenant to a tract of land, subject to annexation, shall be dedicated to the City.

3.1.28: Weeds:

- 3.1.28.1: The Developer agrees to be responsible for the control and removal of noxious weeds, if present on the Properties, until development is complete.

3.1.29: Zoning:

- 3.1.29.1: The Developer shall meet all of the underlying requirements of the P (Public – City) zone with respect to any future planned land use improvements; to include, maximum building heights of sixty feet (60') for P zone and setback requirements unless these requirements are modified through variance process.
- 3.1.30: At time of development, the Developer shall obtain written approval of the construction plans from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written or stamped upon a copy of the approved plan. The initiation of site improvements is prohibited prior to these agencies' formal approval.
- 3.1.30.1: The City engineer must approve public sewer connections.
- 3.1.30.2: The Meridian Fire District must approve all fire flow requirements and/or building plans.
- 3.1.30.3: The Boise-Kuna Irrigation District and New York Irrigation District must approve all proposed modifications to the existing irrigation system.

3.1.30.4: Approval from Ada County Highway District (ACHD) of proposed transportation improvements as well as payment of Impact fees, if any shall be paid prior to building permit approval.

3.1.31: Other:

3.1.31.1: At time of development, the Developer will be required to submit compliance letters and plans (landscaping, drainage, and development) these actions will be made part of application Files# 09-01-AN, 09-03-ZC and 09-02-DA.

3.1.31.2: Maintenance of all traffic, parking, lighting and landscaping systems are the Developer's responsibility.

3.2 No change in the use or restriction specified in this Agreement shall be initiated without modification of this Agreement. In the event the Developer changes or expands the uses permitted by this Agreement, beyond those permissible in the zone, or fails to comply with the provisions of this Agreement, without formal modification of this Agreement, the Developer shall be considered in default of this Agreement and subject to the provisions of Article 5 below.

ARTICLE IV

AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of the property owner agreeing to submit the Properties to this Agreement and to the provisions set forth in Idaho Code Section §67-6511A and Kuna City Code shall be provided and incorporated into this Agreement by reference.

ARTICLE V DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the Properties or any other person acquiring an interest in the Properties, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. The Developer's failure to comply with the amended terms shall cause the Council to review this Agreement and determine it should be modified or the Developer should be found in default of this Agreement. If the City Council determines the Developer is in default of this Agreement, the zoning of the Properties shall revert to a zoning designation of the City Council's choosing. All uses of Properties, which are not consistent with the designated zoning, shall cease. Nothing herein shall prevent the Developer from applying for any land uses consistent with the designated zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of conditions.

5.2 **Consent to Rezone:** The Developer, by entering into this Agreement, does hereby agree that in the event there shall be a default in the terms and conditions

of this Agreement that this Agreement shall serve as consent to a reversion of the subject Properties to the designated zoning as provided in Idaho Code.

**ARTICLE VI
UNENFORCEABLE PROVISIONS**

6.1 If any term, provision, commitment or restriction of this Agreement shall be held invalid or unenforceable; the remainder of this instrument shall remain in full force and effect.

**ARTICLE VII
ASSIGNMENT AND TRANSFER**

7.1 After its execution, this Agreement shall be recorded in the office of the County Recorder at the expense of the Developer. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Properties, shall be appurtenant to and for the benefit of the Properties, and shall run with the land. This Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or a portion of the Properties are divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Properties. The new owner of the Properties or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

**ARTICLE VIII
GENERAL MATTERS**

8.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section §67-6509, as required by Kuna City Code, Title 5, Chapter 14. It is anticipated this Agreement will be amended for time to time to accommodate the Developer's development pursuits.

8.2 **Paragraph Headings.** This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Agreement. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by regular mail or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

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

Or other persons acquiring an interest in these properties

Or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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

Dated this 10 day of Oct, 2009.
CITY OF KUNA

By: 
J. Scott Dowdy, Mayor

Attest:


Lynda Burgess, City Clerk



Representative: 
By: Steven Hasson, Planning Director

Exhibit A: Vicinity Map & Legal Descriptions

Exhibit B: Findings of Fact, Conclusions of Law – Council & Commission Approval

CITY NOTARY:

State of Idaho)

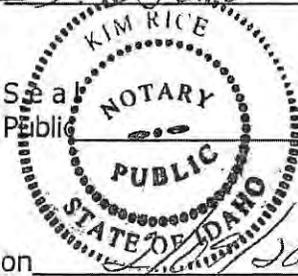
County of Ada)

Subscribed and sworn to (or affirmed) before me this 29 day of October 2009

And who personally appeared before me

Scott Dowdy & Lynda Rogers

Seal
Public



Notary
Kim Rice

My Commission Expires

on 8/27/2011

DEVELOPER NOTARY:

State of Idaho)

County of Ada)

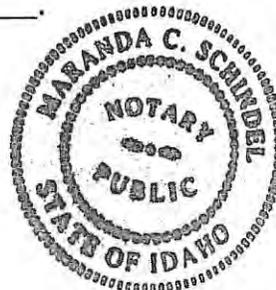
Subscribed and sworn to (or affirmed) before me this 28 day of October 2009

And who personally appeared before me

STEVEN HASSON

Seal
Public

[Signature]
Notary



My Commission Expires

on Aug 18, 2014

RESOLUTION NO. R23-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO DEVELOPMENT AGREEMENT-RELEASE, RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE OWNED BY THE CITY OF KUNA, IDAHO CONSISTING OF APPROXIMATELY 107 ACRES AND NOW OWNED BY DBTV WATERS EDGE FARM, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Amendment to Development Agreement- Release, releasing the Development Agreement from the property once owned by the city of Kuna, Idaho consisting of approximately 107 acres and now owned by DBTV Waters Edge Farm, LLC, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action of the City Council for the City of Kuna, Idaho on April 1, 2014, and after notice and public hearing, the City Council for the City of Kuna, Idaho did release the Development Agreement recorded against the Real Property, as evidenced by EXHIBIT A, as attached hereto, and described in the Development Agreement and recorded against the Real Property as Instrument Number 109131870.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL

File name:

Pawnee Creek Subdivision

Site location:

South of W. Deer Flat Road, East of Black Cat Road, West of N. Shayla Avenue.

Legal Description:

See Attached **Exhibit A**.

Current property Owners/developers:

DBTV Pawnee Farm, LLC

Hearing date:

April 1, 2014

Factual background:

On December 11, 2007, the City of Kuna (City) and Pawnee Creek, LLC (Gavin King - Developer) executed a Development Agreement for the above-described property. The property has not been developed and it remains vacant. DBTV Pawnee Creek Farms, LLC is the current owner of the property.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendations and Conclusions:

1. It is appropriate to amend the Development Agreement, as the property has not been developed and the land sits vacant, the proposed project is inconsistent with the current requirements of the City and other governmental agencies, and if constructed, it does not meet the desires of the market. The current property owner has been in discussions with the City staff, and intends to present a new proposed project that will be consistent with the City and other governmental entities and market conditions.
2. As cited, Kuna City Code provides for the procedure to amend a development agreement after the conditions have been satisfied, or if the property should no longer

be subject to the development agreement. It is the recommendation of City staff that the development agreement be released from the property.

Dated this ____ day of April 2014.

Richard T. Roats
City Attorney

LEGAL DESCRIPTION

A PORTION OF THE NE 1/4, NW 1/4, OF SECTION 22, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN, ADA COUNTY, IDAHO AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NE 1/4, NW 1/4;

THENCE SOUTH 89°52'43" WEST ALONG THE NORTHBOUNDARY LINE OF SAID NE1/4, NW1/4, A DISTANCE OF 8.10 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 53°33'17" WEST A DISTANCE OF 298.67 FEET;

THENCE SOUTH 76°28'30" WEST A DISTANCE OF 147.08 FEET;

THENCE SOUTH 13°31'30" EAST A DISTANCE OF 25.00 FEET;

THENCE SOUTH 38°54'17" WEST A DISTANCE OF 625.98 FEET TO A MEANDER CORNER ON THE NORTHERLY BANK OF INDIAN CREEK;

THENCE NORTH 81°00'53" WEST ALONG SAID BANK A DISTANCE OF 230.41 FEET;

THENCE NORTH 52°08'00" WEST ALONG SAID BANK A DISTANCE OF 228.98 FEET;

THENCE NORTH 29°07'38" WEST ALONG SAID BANK A DISTANCE OF 286.61 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID NE 1/4, NW 1/4;

THENCE NORTH 00°21'04" WEST ALONG SAID WEST BOUNDARY LINE A DISTANCE OF 293.57 FEET TO THE NORTHWEST CORNER OF SAID NE 1/4, NW 1/4;

THENCE NORTH 89°52'43" EAST ALONG THE NORTH BOUNDARY LINE OF SAID NE 1/4, NW 1/4 A DISTANCE OF 1320.20 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 12.98 ACRES MORE OR LESS.

TOGETHER WITH A 25 FOOT EASEMENT FOR RIGHT-OF-WAY AS DISCLOSED IN A DEFAULT JUDGEMENT, INSTRUMENT NUMBER 105042763, RECORDS OF ADA COUNTY, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NE 1/4, NW 1/4;

THENCE SOUTH 89°52'43" WEST ALONG THE NORTH BOUNDARY LINE OF SAID NE1/4, NW1/4 A DISTANCE OF 8.10 FEET;

THENCE SOUTH 53°33'17" WEST A DISTANCE OF 289.67 FEET;

THENCE SOUTH 76°28'30" WEST A DISTANCE OF 147.08 FEET;

THENCE SOUTH 13°31'30" EAST A DISTANCE OF 25.00 FEET;

THENCE NORTH 76°28'30" EAST A DISTANCE OF 152.15 FEET;

THENCE NORTH 53°33'17" EAST A DISTANCE OF 295.53 FEET TO THE CENTER SECTION LINE OF SAID SECTION 22 AND THE SOUTH BOUNDARY LINE OF WEST DEER FLAT ROAD;

THENCE NORTH 00°20'30" WEST ALONG SAID CENTER OF SECTION LINE TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 12.98 ACRES.



Exhibit 'A'

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT- AMENDMENT

This Amendment to Development Agreement amends and replaces in its entirety *Article III* of the Development Agreement, and *Section 8.4 of Article VIII* pertaining to notice, that was recorded at the Ada County, Idaho Recorder's Office on December 20, 2007, as **Instrument No. 107167615** against the property known as the Pawnee Creek Subdivision, which legal description is attached hereto as EXHIBIT A; and is made and entered into by and between the City of Kuna, Idaho, a political subdivision of the State of Idaho (City) and the property owner, DBTV Pawnee Farm LLC, (Developer).

WHEREAS, the Development Agreement provided that construction was to commence within 365 days of the effective date of Development Agreement or by December 20, 2008. No construction has commenced. The property remains undeveloped. The annexation of the Subdivision and the Development Agreement provided that the property would be zoned R-6. This zoning designation remains appropriate; and

WHEREAS, the Pawnee Creek, LLC was the original developer of the Pawnee Creek Subdivision, which has sold and is now owned by Developer; and

WHEREAS, market conditions have changed and Developer intends to submit an amended Preliminary Plat to the City of Kuna, Idaho that will have a significantly different layout from the Pawnee Creek Subdivision Preliminary Plat; and

WHEREAS, the City and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The development conditions pursuant to in this Agreement are as follows:

- 3.1.1 Developer shall construct a ten-foot (10') wide asphalt pathway abutting Indian Creek the length of the Subdivision.
- 3.1.2 Developer shall dedicate an easement for the pathway abutting Indian Creek to the City for public use. The City shall be responsible for maintenance.
- 3.1.3 Design logical and functional pedestrian pathways within the Subdivision to access Indian Creek.

**ARTICLE VIII
GENERAL MATTERS**

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: DBTV Pawnee Farm LLC
 6152 W. Half Moon Lane
 Eagle, ID 83616

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement- Amendment shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement- Amendment.

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

Dated this _____ day of April 2014.

CITY OF KUNA

By: _____
 W. Greg Nelson

ATTEST:

Brenda S. Bingham
City Clerk

Recording Requested By and
When Recorded return to:

City Clerk
City of Kuna
PO Box 13
Kuna, ID 83634

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT .00 9
BOISE IDAHO 12/20/07 11:37 AM
DEPUTY Bonnie Oberbillig
RECORDED - REQUEST OF
Kuna City

107167615

For Recording Purposed Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho hereinafter referred to as "City", and Pawnee Creek L.L.C. (Gavin King), whose address is 3921 S. Naples, Meridian, ID 83642, the applicant for Pawnee Creek Subdivision, hereafter referred to as "Developer".

WHEREAS, the City has approved a zone change to R-6 of the property described as attached hereto and incorporated by reference herein on Exhibit A ("Property") to develop a Residential Subdivision. The Developer has also applied for a subdivision plat for the same property. The Preliminary Plat as approved by the City Council is attached hereto as Exhibit B.

WHEREAS, the City, pursuant to Section §67-6511A, Idaho code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREAS, the City of Kuna and The Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section §67-6511A and Kuna City Code, Title 5, Chapter 14.

**ARTICLE II
ZONING ORDINANCE AMENDMENT**

2.1 The City has adopted an ordinance amending the Kuna Zoning Ordinance to rezone the property to R-6.

ARTICLE III
CONDITIONS ON DEVELOPMENT

3.1 The sole use(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

- 3.1.1 Developer is requesting an R-6 (Medium-Low Density Residential) zone.
- 3.1.2 Developer is constructing 63 buildable single-family lots.
- 3.1.3 Minimum square footage of homes is 1,000-sq.ft.
- 3.1.4 Entrance features consist of trees, rocks, grass, fountains, and pond with ornamental trees and entry monument signs.
- 3.1.5 Developer is constructing a park with playground equipment, picnic tables, benches, gazebo and barbeques.
- 3.1.6 Developer is constructing a paved greenbelt pathway abutting development and Indian Creek.
- 3.1.7 Developer will construct a 5-foot wide impervious pathway that is ADA (American Disability Act) standards; connecting to surrounding sidewalks to all amenities to common area in Block 2 Lot 20 & 21.
- 3.1.8 Developer shall construct pedestrian pathways along Lot 18 & 19, Block 1, Lot 3 & 4, Block 1, and Lot 20 & 21, Block 2 with landscaping and fences along pathways; with a 4-foot solid and 2-foot lattice vinyl fence.
- 3.1.9 Developer shall construct a 4-foot wrought iron fence along Indian Creek greenbelt / pathway (along the creek side of greenbelt).
- 3.1.10 Developer shall improve Deer Flat Road the entire length of the site to ACHD Standards and with a 5-foot wide meandering sidewalk.
- 3.1.11 Developer shall construct a 6-foot tall vinyl fence along Deer Flat Road to match the Crimson Point subdivision fence.
- 3.1.12 Developer will coordinate with Fossil Creek subdivision for the fence along the park.
- 3.1.13 Developer shall comply with all staff and agency conditions.
- 3.1.14 Developer shall provide low level landscape lighting along the pathway on Block 2, Lot 20 & 21.
- 3.1.15 Lots 22 & 23 Block 1 are to remain vacant providing a temporary emergency access until Fossil Creek Subdivision access is online.
- 3.1.16 Meet all staff and agency conditions / requirements.

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 The Pawnee Creek Subdivision shall be constructed as shown on the plan attached hereto and incorporated herein as Exhibit "B". Failure to construct the

development consistent with this Agreement and the plan and conditions included as Exhibit "B" or construction in accordance with this Agreement and the plan and conditions included as exhibits without formal modification of the plan consistent with Kuna City Code, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

3.4 **Conditions, bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.5 **Commencement of Construction:** The Developer shall commence construction within 365 of the effective date of this Agreement. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement

ARTICLE IV AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

ARTICLE V DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to A (Agricultural) Zoning. All uses of property, which are not consistent with A (Agricultural) Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with A (Agricultural) Zoning. A waiver by City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to A (Agricultural) Zoning as provided in Idaho Code.

ARTICLE VI UNENFORCEABLE PROVISIONS

6.1 If any term, Provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable; the remainder of this instrument shall remain in full force and effect.

ARTICLE VII ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel.

ARTICLE VIII GENERAL MATTERS

8.1 **Amendments.** Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provision of Idaho Code Section §67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 **Paragraph Headings.** This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Title and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 **Choice of Law.** This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development

Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: Gavin King
Pawnee Creek LLC
3921 S. Naples
Meridian, ID 83642

Or such other addresses and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

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

Dated this 11th day of December, 2007.

CITY OF KUNA

By: [Signature]
H. Scott Dowdy, Mayor

Attest:

[Signature]
Lynda Burgess, City Clerk



Developer: Pawnee Creek LLC

By: [Signature]
Gavin King

CITY NOTARY:

State of Idaho)

County of Ada)

Subscribed and sworn to (or affirmed) before me this 19th day of December 2007.

And who personally appeared before me

Shannon Murr

Seal _____ Notary Public _____

on 8/12/08 My Commission Expires



DEVELOPER NOTARY:

State of Idaho)

County of ADA)

Subscribed and sworn to (or affirmed) before me this 30th day of November 2007.

And who personally appeared before me

Heather Musgrave

Seal _____ Notary Public _____

on 4/17/2013 My Commission Expires



RESOLUTION NO. R21-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT- AMENDMENT, AMENDING THE DEVELOPMENT AGREEMENT FOR THE PROPERTY KNOWN AS PAWNEE CREEK SUBDIVISION AND OWNED BY DBTV PAWNEE FARM, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Development Agreement-Amendment, amending the Development Agreement for the property known as DBTV Pawnee Creek Farm, LLC, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

File name:

Water's Edge Subdivision

Site location:

East of N. School Ave/South of W. Ardell Road Alignment/West of N. Linder Road

Legal Description:

See Attached **Exhibit A**.

Current property Owners/developers:

DBTV Waters Edge Farm, LLC

Hearing date:

April 1, 2014

Factual background:

On December 3, 2003, the City of Kuna (City) and Crest Venture Corporation, Inc. (Developer) executed a Development Agreement for the above-described property. The property has not been developed and it remains vacant.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendations and Conclusions:

1. It is appropriate to release the Development Agreement, as the property has not been developed and the land sits vacant, the proposed project is inconsistent with the current requirements of the City and other governmental agencies, and if constructed, it does not meet the desires of the market. The current property owner has been in discussions with the City, and intends to present a new proposed project that will be consistent with the City and other governmental entities and market conditions.
2. Kuna City Code does not expressly provide for the procedure to release a development agreement after the conditions have been satisfied, or if the property should no longer be subject to the development agreement. However, Kuna City Code does provide for the procedure to modify a development agreement, and implicit in this process would be

to use the modification procedure to remove certain conditions and/or release the property from the encumbrance. As the modification procedure follows the more stringent notice and public hearing process, in this case the noticing requirements have been complied with in regard to the modification (removal of conditions) and the release of the development agreement. It is the recommendation of City staff that the development agreement be released from the affected properties.

Dated this ____ day of April 2014.

Richard T. Roats
City Attorney

FOX Land Surveys, Inc.

913 S. Latah, Suite D Δ Boise Idaho Δ 83705 Δ 208-342-7957 Δ 208-342-7437 FAX

**A PORTION OF LAND LOCATED IN THE NORTH ½ OF THE SOUTHEAST ¼, OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO**

A Portion of land located in the North ½ of the Southeast ¼, of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows;

Beginning at the found 5/8 inch rebar with no cap at the East ¼ corner of said Section 14 from which a found 5/8 inch rebar with no cap at the Section corner common to Sections 13, 23, 24 and the said Section 14 bears South 00°00'00" West a distance of 2643.69 feet;

thence along the East-West Center Section line North 89°43'06" West a distance of 25.00 feet to the **TRUE POINT OF BEGINNING** at a point on the West Right-of-Way of Linder Road;

thence along said West Right-of-Way South 00°00'00" West a distance of 960.95 feet (formerly South 00°00'00" West a distance of 960.94 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612";

thence leaving said Right-of-Way North 89°48'45" West a distance of 1394.96 feet (formerly North 89°48'51" West a distance of 1394.97 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at a point on the East top of bank of the Hubbard Beal Drain;

thence along said East top of bank of said Hubbard Beal Drain the following courses and distances:

South 20°31'26" East a distance of 215.43 feet (formerly South 20°32'25" East a distance of 215.44 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612";

thence South 17°01'55" East a distance of 166.93 feet (formerly South 17°01'18" East a distance of 166.91 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar

Exhibit 'A'

with plastic cap stamped "FLSI PLS 7612" at a point on the South 1/16 line of said Section 14;

thence along said South 1/16 line North 89°48'48" West a distance of 1346.76 feet (formerly North 89°48'51" West a distance of 1346.78 feet as called for in Quick Claim Deed Instrument Number 100031112) all the South 1/16 line of said Section 14 to a found 5/8 inch rebar with plastic cap stamped "PLS 4108" at the Center-South 1/16 corner;

thence along the North-South Center Section line North 00°00'55" East a distance of 1326.23 feet (formerly North 00°00'45" East a distance of 1326.18 as called for in Quick Claim Deed Instrument Number 100031112) to a found Aluminum Cap Monument at the Center ¼ of said Section 14;

thence along the East-West Center Section line South 89°43'06" East a distance of 2616.97 feet (formerly South 89°43'12" East a distance of 2617.02 as called for in Quick Claim Deed Instrument Number 100031112) to the **TRUE POINT OF BEGINNING**;

Containing 2,985,253 square feet, 68.532 acres, more or less.

Subject to existing easements and rights-of-way as any may exist, of record or not of record.

The Basis of Bearings for this description is between the found 5/8 inch rebar with no cap at the East ¼ corner of said Section 14 and the found 5/8 inch rebar with no cap at the Section corner common to Sections 13, 23, 24 and said Section 14 and bears South 00°00'00" West a distance of 2643.69 feet as shown on Record of Survey No. 5982.

FOX Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612



Recording Requested By and
When Recorded Return to:

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

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/22/03 01:45 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
CITY OF KUNA
AMOUNT .00

8



For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Crest Venture Corporation, Inc., whose address is 6586 Battlecreek Road S.E., Salem, Oregon 97301, the owner of the real property described herein and applicant(s) for Laketown Subdivision (aka Water's Edge), hereafter referred to as "Developer".

WHEREAS, the Developer has applied to the City for a zone change to R-6 with Planned Unit Development of the property described as attached hereto and incorporated by reference herein on Exhibit 1 ("Property") to develop a Residential Subdivision. The Property is currently zoned RUT. The Developer has also applied for a subdivision plat for the same property. The Preliminary Plat as approved by the City Council is attached hereto as Exhibit 2.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREFORE, the City of Kuna and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

ARTICLE II ZONING ORDINANCE AMENDMENT

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to R-6 with PUD. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1.1 Those conditions set forth in the "Conditions of Approval, Water's Edge" approved by the City Council on November 10, 2003, attached as Exhibit 3 and incorporated herein

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 **Conditions, Bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.4 **Commencement of Construction:** The Developer shall commence construction of site infrastructure (e.g., grading of streets or installation of utilities) within 365 days of the effective date of this Agreement or within 365 days of the completion of the Hubbard lift station, whichever is later. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

**ARTICLE IV
AFFIDAVIT OF PROPERTY OWNERS**

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

**ARTICLE V
DEFAULT**

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to RUT Zoning. All uses of property, which are not consistent with RUT Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with RUT zoning. A waiver by the City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to RUT zoning as provided in Idaho Code.

**ARTICLE VI
UNENFORCEABLE PROVISIONS**

6.1 If any term, provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

**ARTICLE VII
ASSIGNMENT AND TRANSFER**

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and

restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel. Developer may assign this agreement to another entity for purposes of development without the approval of the City.

ARTICLE VII GENERAL MATTERS

8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

8.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

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

Developer: Mr. Steven Ribeiro
Crest Venture Corporation, Inc.
6586 Battlecreek Road S.E.
Salem, OR 97301

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

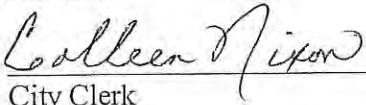
IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this 3RD day of December, 2003.

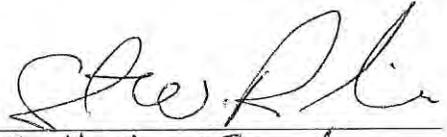
CITY OF KUNA

By: 
Mayor

ATTEST:


City Clerk

CREST VENTURE CORPORATION, INC.

By: 
Its: Authorized Signatory

STATE OF IDAHO)
)ss.
County of Ada)

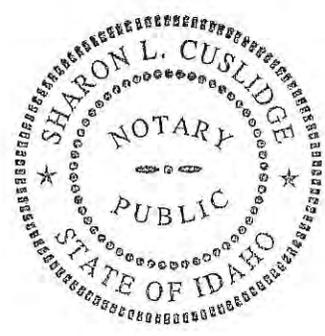
On this 3rd day of Dec., in the year 2003, before me, Colleen Nixon personally appeared Willard G. Nelson, known to me to be the Mayor of the City of Kuna that executed the said instrument, and acknowledged to me that he/she executed the same.



Colleen Nixon
Notary Public for Idaho
Residing at: Kuna, Idaho
My Commission expires: 7-22-04

STATE OF IDAHO)
)ss.
County of Ada)

On this 3rd day of December, in the year 2003, before me, Sharon Cuslidge personally appeared Steven Ribeiro, known to me to be the authorized signatory of the corporation (crest venture) that executed the said instrument, and acknowledged to me that he/she executed the same.



Sharon L. Cuslidge
Notary Public for Idaho
Residing at: Boise, Ada county
My Commission expires: 1/27/07

RESOLUTION NO. R24-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO DEVELOPMENT AGREEMENT-RELEASE, RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE KNOWN AS WATER'S EDGE SUBDIVISION AND NOW OWNED BY DBTV WATER'S EDGE FARM, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the Amendment to Development Agreement- Release, releasing the Development Agreement from the property once known as Water's Edge Subdivision, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action of the City Council for the City of Kuna, Idaho on April 1, 2014, and after notice and public hearing, the City Council for the City of Kuna, Idaho did release the Development Agreement recorded against the Real Property, as evidenced by EXHIBIT A, as attached hereto, and described in the Development Agreement and recorded against the Real Property as Instrument Number 103209053.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL

City of Kuna

Public Transportation Plan and Budget

Project Purpose

Complete a strategic plan and budget for public transportation operations to serve Kuna. The plan will consider a medium-term service plan with short-term emphasis on developing public transportation options to meet short-term service needs.

Project Objectives and Outcomes

Review and analysis of:

- Projected land use patterns associated with the Comprehensive Plan of Kuna
- Existing and projected markets
- Key nodes and/or corridors
- Possibilities of regional integration and service coordination
- Local demographics and environmental justice

Development and implementation of a public outreach plan to inform and seek input from stakeholders and community members

Completion of short-term and mid-term service development plans, including:

- Operations plan
 - Outline of services that will meet the need of Kuna in the medium-term
 - Prioritization of routes within the medium-term service plan and selection of short-term service option
 - Detailed implementation plan for short-term service option
- Capital equipment and infrastructure plan
- Marketing plan to reach out to potential riders and maximize return on investment for Kuna citizens.
- Performance measures and evaluation process to assure services are meeting the stated goals and objectives contained in the plan
- Summary of financing options; emphasizing methods of maximizing federal and local funds; including possible cost-sharing partnerships in non-profit and private sectors
- Regional Coordination review process to ensure alternatives are consistent with Valleyconnect.

Decision Making Process

- Project team will develop and review findings and preliminary proposal of service plan
- Kuna will assist in forming a community steering committee to advise and guide system development
- A community workshop will allow public to review findings and provide recommendations
- Workshop results will be used to draft final plan
- Final plan will be presented to the Kuna City Council at a scheduled public hearing

Project Team

City of Kuna

- Wendy Howell, Kuna P & Z Director
- Briana Buban-Vonder Haar, Kuna City Council
- Travis Jeffers, Planning Technician
- Gordon Law, City Engineer

- Layne Saxton, Kuna School District

Valley Regional Transit

- Kelli Fairless, Executive Director
- Jacob Hassard, Regional Project Manager
- Rhonda Jalbert, Development Director
- Rick Thompson, Finance Director

Ada County Highway District

- Maureen Gresham, Commuteride

Project Manager

- The project manager Rhonda Jalbert, Development Director, Valley Regional Transit

Opportunities

- Meridian Road, a five (5) lane arterial connecting the cities of Kuna and Meridian, exhibits strong development potential.
- Prospective park & ride site near central business district, at parcels R507000565 and R507000540.
- Increasing fuel prices and the cost of driving may create incentives for public transportation utilization.
- The average commute time from Kuna to Boise is 25.9 minutes, implying an existing demand for commuter ridership.
- The project timeframe will coincide with the development of the Meridian and Eagle Transportation Plans.

Constraints

- A stretch of approximately five (5) miles of rural space separates urban land uses along Meridian Road.
- Plan needs to consider various federal requirements for rural funding, in the context of federal match, operating issues, and overall system efficiency.
- Federal rural funds are limited and difficult to access

Data Review

- Valleyconnect
- Performance Measures
- Peer system analysis
- VRT six-year operating budget
- VRT ten-year capital plan
- VRT strategic plan update
- Communities in Motion
- City of Kuna Comprehensive Plan

Project Timeline and Approach

- The project team will meet monthly, beginning in April
- It is suggested that each meeting be structured to review one of the major objectives, reserving 15-20 minutes to scope the objective for the subsequent meeting.
- Budget Development will begin in fall 2014 for the FY 2016 budget.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: City Construction and Planning Projects
March 2014

DATE: March 26, 2014

REQUEST: **FYI**

The city has a number of capital and planning projects budgeted for 2014 and in various stages of progress at present. Some projects may ultimately affect traffic mobility or temporarily inconvenience neighborhoods and Mayor and Council may receive comments and questions concerning them. Other projects are simply included for informational purposes. This memo is intended to give a short review of each project.

1. **Test Well (# 3 / 11)** – This project is for the purpose of developing a higher quality potable well to replace Well 3 (Butler) and the conversion of Well 3 to irrigation purposes. The test well is complete and we are awaiting sample results. The pump column from Well 3 has been pulled, the casing examined, and two holes found which appear to be repairable. The well screens have been cleaned, surged, swabbed and packer pumped. We are awaiting opportunity to test pump the well and re-check water quality before repairing the holes in the casing. It is possible the two holes were allowing chemically incompatible water to mix creating foul tastes and odors. Once the casing is repaired, it may be possible to save Well 3 as a potable well and delay the need to drill Production Well 11. The City Attorney has filed an application for Well 3 / 11 to be a point of diversion for our 18 cfs water right.
2. **2014 PI Line Extensions** – This project is for the extension of PI lines on Boise Street (unopened) from Orchard to Kay and on School Street from Sandbox to Sunwood. The consultants are in the final stages of design in preparation for bidding. The City intends to construct in the spring.
3. **2014 Water Line Extensions** – This project is for the extension of water lines on Titan (unopened) from Park Avenue to Owyhee Avenue and on Linder Street from Hillgreen to Quaking Aspen. The consultants are in the final stages of design in preparation for bidding. The City intends to construct in the spring.

4. **Butler PI Project** – This project is intended to extend PI mains to as many customers as desire PI service in Butler Subdivision. The first two clusters of homes are connected and extension of service to the third cluster is in progress. The crossing of Trini Street is in progress.
5. **Greenbelt East** – This project extends the greenbelt along Indian Creek from Swan Falls Road east toward Orchard. The site has been grubbed and cleared and the irrigation main has been started. Funding from an RCD Grant is still being secured. ACHD has agreed to pave the pathway. Funding for Orchard Street improvements is also being secured. Construction is awaiting funding and suitable spring weather.
6. **Greenbelt Irrigation Main** – This project extends a PI Main from Swan Falls eastward to irrigate the new greenbelt and to serve additional customers. The design of the Greenbelt portion of the project has been completed and design of the Greenbelt-to-Avalon portion is in progress. Design of the connection westward into the main park has not commenced. Rock has been a significant issue. Some construction has commenced and other construction is awaiting suitable spring weather.
7. **Indian Creek Pump Station** – This project is to re-start an abandoned irrigation pump station to water Bernie Fisher Park, existing greenbelt and new additions to greenbelt areas. A formal request has been submitted to Boise Project to re-start the station and the City is preparing a Corps of Engineers Permit request. Construction is expected in 2015
8. **Pizza Hut Park Extension** – This project is to install irrigation main, sprinklers and turf in the undeveloped park area south of Pizza Hut and to extend irrigation main west of Bridge Street. The irrigation main and sprinklers are in plan review. Parts have been purchased and are in stock awaiting suitable spring weather.
9. **Indian Creek Garden** – Not started.
10. **Fine Screen Project** – This project is to install a secondary fine screen at the NWWTP to protect its membranes from fibers and other trash. The fine screen unit has been ordered, final design is complete and bidding is in progress.
11. **Pond 7 Blower Replacement** – The purpose of this project is replace an inefficient unreliable roots-type positive displacement blower with an energy efficient turbo-type blower. The funding for this project will partially come from an Idaho Power Grant if the power savings are justified. The city is in the process of completing an energy savings audit to justify the grant.
12. **Mobile Mapping Project** – This project makes maps and plans available to staff in the field electronically through smart phones and tablets. Implementation is complete and staff is awaiting the ordering of suitable tablets.
13. **SCADA Upgrade** – This project is intended to improve the gathering and presentation of operational data to assist in the proper management of our treatment, piping and pumping systems. Our specialty Contractor has gathered the equipment and software and is commencing installation.
14. **West Avalon Gateway Project** – ACHD is in design review for the project with construction intended to commence in May.

15. **Main / 3rd Roundabout** – This project is intended to replace the delta-configuration of the intersection with a roundabout. ACHD is at 30% design of the project.
16. **Linder / Deer Flat Intersection** – This project is intended to construct intersection improvements. ACHD is in the “Concept Report” stage of the project.
17. **Vehicle Inventory Control** – Not started.
18. **Document Storage Software** – In the process of Vendor selection.
19. **Water Master Plan Amendment** – Not started.
20. **Greyhawk Subdivision #2** – Infrastructure construction is in progress.
21. **Crimson Point Subdivision #6** – Infrastructure construction is in progress.
22. **Arbor Ridge Subdivision #2** – Construction plans approved and awaiting construction.
23. **Silver Trail Subdivision #1** – Construction plans approved and awaiting construction.
24. **The Villas at Crimson Point** – Construction plans are in review.
25. **Arbor Ridge Subdivision #3** – Construction plans are in review.
26. **Kroman Estates Subdivision** – Awaiting commencement of construction.