



## KUNA PLANNING AND ZONING COMMISSION

Agenda for April 26, 2016

Kuna City Hall ▪ Council Chambers ▪ 763 W. Avalon ▪ Kuna, Idaho

### REGULAR MEETING

6:00 pm

#### 1. CALL TO ORDER AND ROLL CALL

Chairman Lee Young  
Vice Chair Stephanie Wierschem  
Commissioner Dana Hennis  
Commissioner Cathy Gealy  
Commissioner Ron Herther

#### 2. CONSENT AGENDA

a. Approval of the Planning and Zoning Commission meeting minutes for **March 08, 2016**.

#### 3. NEW BUSINEES

a. Fair Housing Practices Presentation – Richard Roats, City Attorney

#### 4. PUBLIC HEARING

- a. **16-02-AN** (Annexation) –Gerald & Evelyn Butler (Jayme Butler): Applicant is requesting approval to annex an approximately 1.145 acres parcel located at 7945 S. Linder Road into the City of Kuna with a 'C' (Commercial) zoning designation.
- b. **16-02-ZOA** (Subdivision Ordinance Amendment) – An amendment of the Subdivision Ordinance of the City Council for Kuna, Idaho amending KCC 5-1-6-2 "Commencement of Construction" to include the prepayment of prepaid sewer hook ups or LID EDU's; amending KCC 6-2-3 entitled "Preliminary Plat" to clarify certain sections regarding the approval period for a preliminary plat, removing language regarding construction phasing and the requirement that the developer provide a time schedule with start and completion dates, adding language to require sixty (60) days' notice prior to a plat expiring, adding language that a developer may receive a preliminary plat reinstatement if there has been commencement of construction, setting forth conditions for making application for a preliminary plat extension application including payment of past due fees, requiring preliminary plats that have been extended where the developer also request a change in phasing to receive City Council approval if the phasing has a requirement such as a swimming pool or other amenity; amending KCC 6-2-4 entitled "Final Plat" to make certain changes to clarifying the approval process, adding a requirement that all easements be shown on all lot lines, and adding to the plat notes that HOA common lots irrigation assessments are fractionally assessed to the individual improved lots; and providing an effective date.

#### 5. COMMISSIONER DISCUSSION

a. Review of Development Impact Fee/Park Impact Fee Draft Ordinance and Standards

#### 6. ADJOURNMENT

Kuna City Codes, Comprehensive Plan, and Maps are available on the City web site:

<http://www.kunacity.id.gov>

**CITY OF KUNA  
REGULAR PLANNING & ZONING COMMISSION**

**MEETING MINUTES  
Tuesday, March 8, 2016**

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Vice-Chairman Stephanie Wierschem	X (Late)	Troy Behunin, Senior Planner	Absent
Commissioner Dana Hennis	X	Trevor Kesner, Planner II	X
Commissioner Cathy Gealy	Absent		
Commissioner Ron Herther	X		

**6:00 pm – COMMISSION MEETING & PUBLIC HEARING**

**Call to Order and Roll Call**

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

**1. CONSENT AGENDA**

- a. Approval of the Planning and Zoning Commission meeting minutes for **February 23, 2016**.
- b. **Findings of Fact and Conclusions of Law:** 15-02-CPM, 15-04-ZC and 15-06 S; Mineral Springs - A Comp Plan Map designation change request for lot 2, block 6 within the Mineral Springs No. 2 Subdivision, from commercial to residential and to rezone approximately 6.50 acres (lot 2, block 6) from C-1 to R-4 and Preliminary Plat approval for 12 buildable lots.

*Commissioner Hennis motions to approve the consent agenda at **6:01 pm**; Commissioner Herther Seconds, all aye and motion carried 3-0.*

**2. PUBLIC HEARING:**

- a. **16-01-ZOA** (Zoning Ordinance Amendment) – A request by the City of Kuna to amend Kuna City Code (KCC), **Title 6- Subdivision regulations**, Chapter 4- Improvement Standards for street lights to require LED street lighting for increased energy efficiency within city limits.

Bob Bachman: Bob Bachman, City of Kuna facilities director. Mr. Chairman and Commissioners, before you is an ordinance change to update our streetlight policy moving forward. If you received my memo, I will stand for any questions on that, but just a brief explanation of what we are trying to do; any new developments or businesses coming in, we are trying to require them to run LED lighting instead of the traditional high pressure sodium lights, which will ultimately save the city money. We will be going roughly from 100 watt to 46 watt; most of our lights are 100 watt high pressure sodium right now, so we'll be cutting that down from 46 watt and in some cases 73 watt...so, anywhere from about a 50% to 25% savings. The 250 watt stuff; we will be coming down to 100 watts, so big savings there. The light quality is a lot better. The overall costs; short term and long term is a lot more efficient and I am not sure exactly if you know this, but what happens when the developments put in lights, after they sign off the build out, those lights are given to the city. We are responsible for upkeep, maintenance and pay the bill on those. So what we are doing is just trying to be proactive and we want to make

**CITY OF KUNA  
REGULAR PLANNING & ZONING COMMISSION**

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**MEETING MINUTES  
Tuesday, March 8, 2016**

a push for LED lighting anyway, so any new development, we just want to require that. The standards that I have listed in here are in compliance with what city of Boise, Caldwell and ACHD currently require, so that will work well for us because we deal with ACHD a lot. So we won't be in conflict of using some goof-ball lighting or anything else. Other than that, I will just stand for any questions.

C/Young: Ok.

C/Hennis: I don't have anything. I think it's pretty straight forward.

C/Herther: I don't have anything.

Trevor Kesner (Kuna Planning and Zoning staff): Mr. Chairman; for the record, I would like to acknowledge that Planning and Zoning Commission Vice Chair, Stephanie Wierschem has arrived at approximately 6:03 pm and ask that this board recognize her as being in attendance. Thank you.

C/Hennis: Hello Stephanie

C/Young: Ok. Then, we will go ahead and open the public hearing at 6:04 pm; and seeing nobody here in attendance, and then we will close the hearing at 6:05 pm. That brings up our discussion. I am fine with it. I don't have any issues.

C/Hennis: I don't either. I think it's... quite frankly, I thought that this is what most cities are going to anyway so I agree with it.

C/Young: Ok.

*Commissioner Hennis motions to approve 16-01-ZOA; Commissioner Herther Seconds, all aye and motion carried 4-0.*

**3. ADJOURNMENT:**

*Commissioner Hennis motions to adjourn at **6:07 pm**; Commissioner Herther Seconds, all aye and motion carried 4-0.*

**CITY OF KUNA  
REGULAR PLANNING & ZONING COMMISSION**

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**MEETING MINUTES  
Tuesday, March 8, 2016**

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Lee Young, Chairman  
Kuna Planning and Zoning Commission

ATTEST:

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



# City of Kuna

## P&Z Staff Report

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

**To:** Planning and Zoning Commission

**Case Number(s):** 16-02-AN (Annexation) *Butler Annexation*

**Location:** 7945 S. Linder Rd.  
Kuna, Idaho 83634

**Planner:** Trevor Kesner, Planner II

**Hearing Date:** April 26, 2016

**Applicant:** Gerald & Evelyn Butler  
C/o Jayme Butler  
7945 S. Linder Rd.  
Kuna, Idaho 83634  
[butlerheating\\_hvac@hotmail.com](mailto:butlerheating_hvac@hotmail.com)

### Table of Contents:

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- 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 1, Chapter 14, Section 3, states annexation is designated as a public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision-making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

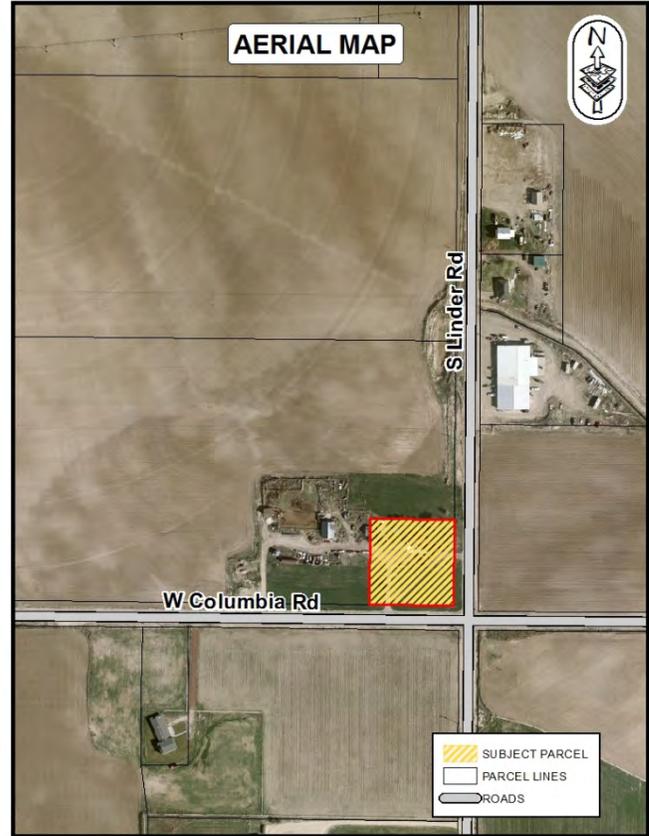
#### a. Notifications

- |                           |                               |
|---------------------------|-------------------------------|
| i. Neighborhood Meeting   | March 12, 2016 (No attendees) |
| ii. Agencies Notified     | March 30, 2016                |
| iii. 300' Property Owners | April 1, 2016                 |
| iv. Kuna, Melba Newspaper | April 6, 2016                 |
| v. Site Posted            | April 15, 2016                |

### B. Applicant Request:

1. The applicant is requesting approval to annex an approximately 1.145 acres parcel located at 7945 S. Linder Road into the City of Kuna with a 'C' (Commercial) zoning designation. The applicant intends to operate an existing commercial business at this location.

**C. Vicinity and Aerial Maps:**



**D. History:** The parcel is contiguous to City limits and is currently zoned RR (Rural Residential) in Ada County. A residence and one (1) accessory structure are currently situated on the subject parcel. The majority of the surrounding ground has historically been farmed.

**E. General Projects Facts:**

1. **Comprehensive Plan Designation:** The Future Land Use Map identifies this site as Commercial. Staff views this land use request to be consistent with the approved Future Land Use Map.

2. **Surrounding Land Uses:**

<b>North</b>	RR	Rural Residential – Ada County
<b>South</b>	A	Agricultural – Kuna City
<b>East</b>	A	Agricultural – Kuna City
<b>West</b>	RR	Rural Residential – Ada County

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

- Approx. 1.145 total acres
- RR, Rural Residential (Ada County)
- Parcel # - R1693860270

4. **Services:**

- Sanitary Sewer – Existing Private Septic System
- Potable Water – Existing Domestic Source (well)
- Irrigation District – Boise-Kuna Irrigation District

Future Pressurized Irrigation – City of Kuna (KMID)  
Fire Protection – Kuna Fire District  
Police Protection – Kuna City Police (Ada County Sheriff's office)  
Sanitation Services – Republic Sanitation Services

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a home on the existing parcel which the applicant uses to operate a commercial Heating, Ventilation, Air Conditioning (HVAC) business office with no on-site customer facilities. There is currently one additional outbuilding (accessory structure). The site has historically been used as the primary residential dwelling for the surrounding farm lands to the north and west of the subject site, which is also owned by the applicant's family. The applicant has not indicated an intention to make any structural or site improvements to accommodate existing business operations at this location.
6. **Transportation / Connectivity:** The parcel is not currently improved with any curb, gutter, sidewalks, or surface drainage improvements. The site currently takes primary access from W. Columbia Road and will remain the primary access for the current owner's business. An additional driveway access is located along S. Linder Road. Ada County Highway District (ACHD) shall provide direction and ultimate approvals for any future street frontage improvements or proposed approaches or site access modifications.
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts resulting from this application. This site's topography is generally flat.
8. **Agency Responses:** The following agencies returned comments: Central District Health Department (CDHD) Boise Project Board of Control (BPOC), Idaho Transportation Department (ITD). The responding agency comments are included as exhibits with this case file.

**F. Staff Analysis:**

The subject site is located on the northwest corner of S. Linder and W. Columbia Roads. The applicant requests to annex the 1.145 parcel into Kuna City limits as a 'C' (Commercial) zoning designation. The applicant will continue to utilize the existing septic system and private domestic well until such time as Kuna City water and/or sewer services are within 300' feet of the subject site; at which time the property owner will be required to abandon the septic system and hook up to city services.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 16-02-AN, subject to the recommended conditions of approval.

**G. Applicable Standards:**

1. City of Kuna, Title 5 Zoning Ordinance: Annexations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

**H. Comprehensive Plan Analysis:**

The Kuna Planning and Zoning Commission, accepts the Comprehensive Plan components as described below.

1. The proposed applications for this site are 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.

Policy 3.1: Promote developments with a variety of lot sizes.

**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 2.2: 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.

**I. Proposed Findings of Fact:**

1. This request appears to be in compliance with all ordinances and laws of the City, including Kuna City Code (KCC).
2. The site is physically suitable for annexation.
3. The annexation is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
4. The annexation application is not likely to cause adverse public health problems.
5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing street and utility services in proximity to the site appear to be adequate for the proposed commercial uses; however, any site development improvements (excluding, but not exclusively limited to electrical, plumbing, HVAC/mechanical or fencing and landscape) as determined by the Planning and Zoning Director, shall comply with the provisions set forth in Kuna City Code (KCC)
7. The Kuna Planning and Zoning Commission accepts the facts as outlined in the staff report, any public testimony and the supporting evidence as presented.
8. Based on the evidence contained in Case No. 16-02-AN, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
9. The Planning and Zoning Commission has the authority to recommend approval or denial for the annexation application.
10. The public notice requirements were adhered to and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

**J. Proposed Conclusions of Law:**

1. Based on the evidence contained in Case No 16-02-AN, the Kuna Planning and Zoning Commission finds Case No. 16-02-AN complies with Kuna City Code.
2. Based on the evidence contained in Case No 16-02-AN, the Kuna Planning and Zoning Commission finds Case No. 16-02-AN is 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 Kuna 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 Commission wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.*

Based on the facts outlined in staff's report and any public testimony at the public hearing, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval/denial* of Case No. 16-02-AN, a request for annexation from Jayme Butler, with the following conditions of approval:

1. All development submittals are required to include the lighting, landscaping, drainage and development plans as required by Planning and Zoning. All site improvements are prohibited prior to approval of the following agencies. The applicant/owner shall obtain written approval on letterhead or may be written/stamped on the approved construction plans from the agencies noted
  - a. Central District Health Department (CDHD); furnish a copy of Central District Health Department (CDHD) approval for the *non-residential accessory use* of the existing septic system prior to annexation approval.
  - b. The City Engineer shall approve the future sewer hook-ups.
  - c. The Kuna Fire District shall approve the commercial use and all building plans.
  - d. The *Boise-Kuna* Irrigation District shall approve any modifications to the existing irrigation system.
  - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permits.
2. All public rights-of-way shall be dedicated to the City and/or Ada County Highway District. No public street construction may be commenced without the approval and permit from Ada County Highway District:
  - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. With the exception of existing facilities, 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. Any site improvements other than mechanical, electrical, plumbing or fencing which alters, modifies or expands upon the existing use shall require the applicant/owner to comply with the provisions set forth in Kuna City Code (KCC)
6. Submit a petition to the City (as 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).
7. Applicant shall follow all staff, City engineer and other agency recommended requirements as applicable.
8. Applicant shall abide by all applicable federal, state and local laws and ordinances.



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

## Commission & Council Review Application

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

\*Please submit the appropriate checklist (s) with application

### Type of Review (check all that apply):

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

For Office Use Only	
File Number (s)	16-02-AN
Project name	Butler ANNEX
Date Received	<b>RECEIVED</b>
Date Accepted/ Complete	3-22-16
Cross Reference Files	—
Commission Hearing Date	04/26/16
City Council Hearing Date	05/17/16

### Contact/Applicant Information

Owners of Record: <u>Gerald + Evelyn Butler</u>	Phone Number: <u>208-362-5697</u>
Address: <u>2731 Copeland Rd.</u>	E-Mail: <u>ButlerHeating-HVAC@Hotmail</u>
City, State, Zip: <u>Harper, OR 97906</u>	Fax #: <u>208-362-7953</u>
Applicant (Developer): <u>Jayme Butler</u>	Phone Number: <u>208-861-9986</u>
Address: <u>7945 S. Linder Rd.</u>	E-Mail: <u>ButlerHeating-HVAC@Hotmail</u>
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: <u>208-362-7953</u>
Engineer/Representative: <u>None Existing</u>	Phone Number: <u>N/A</u>
Address: <u>Already</u>	E-Mail: <u>N/A</u>
City, State, Zip: <u>Already</u>	Fax #: <u>N/A</u>

### Subject Property Information

Site Address: <u>7945 S. Linder Meridian, ID 83642</u>	
Site Location (Cross Streets): <u>Corner of Linder + Columbia</u>	
Parcel Number (s): <u>R1693860270</u>	
Section, Township, Range: <u>2N1W02</u>	
Property size: <u>1.145</u>	
Current land use: <u>BUTLER Heating Office</u>	Proposed land use: <u>BUTLER Heating office</u>
Current zoning district: <u>RR</u>	Proposed zoning district: <u>RR</u>

**Project Description**

Project / subdivision name: Annexation of Lot 28 BIK 1 Chisum Valley SUB #2

General description of proposed project / request: Annexation of this 1.145 Acreage

Type of use proposed (check all that apply):

Residential

Commercial

Office

Industrial

Other

Amenities provided with this development (if applicable):

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings:

Any existing buildings to remain?  Yes  No

Number of residential units: Number of building lots:

Number of common and/or other lots:

Type of dwellings proposed:

Single-Family

Townhouses

Duplexes

Multi-Family

Other

Minimum Square footage of structure (s):

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

Percentage of open space provided: Acreage of open space:

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

**Non-Residential Project Summary (if applicable)**

Number of building lots: Other lots:

Gross floor area square footage: Existing (if applicable): X 1100 MA

Hours of operation (days & hours): 8-5 (No Public Use) Building height:

Total number of employees: 6 Max. number of employees at one time: 6

Number and ages of students/children: Seating capacity:

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

Proposed Parking: Existing Not for Public Use a. Handicapped spaces: Dimensions:

b. Total Parking spaces: Dimensions:

c. Width of driveway aisle:

Proposed Lighting:

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

Applicant's Signature: Erue M. Butler Date: 3/15/14

Erue M. Butler

3/15/2016

Dear Kuna City of Kuna .

We are wanting the Annexation of 7945 S Linder Rd. Meridian ID 83642 Lot 28 Blk 01 Chisum Valley Sub #2 to be able to operate our business Butler Heating Inc. The hours of operation are 8-5 for the office use, using the existing building and no use by public.

Thanks

Gerald Butler



# VICINITY MAP



S-Linder-Rd

W-Columbia-Rd



Exhibit  
A-2  
c

	SUBJECT PARCEL
	PARCEL LINES
	ROADS

# AERIAL MAP



S Linder Rd

W Columbia Rd



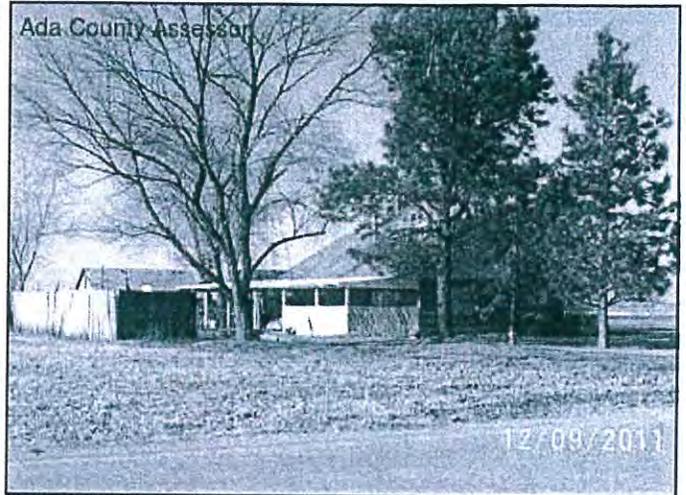
Exhibit  
A-2  
C

	SUBJECT PARCEL
	PARCEL LINES
	ROADS



General Information

Parcel #: R1693860270
Sub Division/Addition: CHISUM VALLEY SUB NO 02
Primary Owner: BUTLER GERALD N
Secondary Owner: BUTLER EVELYN K
Site Address: 7945 S LINDER RD
Mailing Address: PO BOX 356
Legal Description: LOT 28 BLK 01 CHISUM VALLEY SUB #2



Tax & Financial Information:

Table with 5 columns: Year, Assd Val, HO Exmpt, Tax Val, Est Tax. Rows for years 2012-2015.

\*\*values are not finalized until June of current year

Last Published Levy: 0.012875877
Code Area: 239
Rural Residential Subdivisions \$86,200.00
Improvements. Residential in nature, located on 15 \$57,500.00

Residential Characteristics

Table with 6 columns: Dwelling Type, Year Built, Property Type, Design, No. Bedrooms, No. Bathrooms, No. Kitchens, No. Fireplaces, Heating Method?, Air Conditioning?, Ground Floor SqFt, Upper Floor SqFt, Low Flr SqFt Fin, Low Flr SqFt Un-Fin, Basement SqFt Fin, Basement SqFt Un-Fin, Attic SqFt Fin, Attic SqFt Un-Fin, Car 1 Storage SqFt, Car 1 Storage Type, Car 2 Storage Type, Car 2 Storage SqFt, Porch SqFt, Deck 1 SqFt, Deck 1 Covered?, Deck 2 SqFt, Deck 2 Covered?, Patio 1 SqFt, Patio 1 Covered?, Patio 2 SqFt, Patio 2 Covered?, Pool SqFt, Gen. Purpose Bldg SqFt.



13720C0361

# WARRANTY DEED

For Value Received NERI L. BUTLER and GEORGENA E. BUTLER,  
husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto  
GERALD N. BUTLER and EVELYN K. BUTLER, husband and wife,  
Address: Route 2, Kuna, Idaho

the grantees, the following described premises, to-wit:

The SE $\frac{1}{4}$  of Section 2, Township 2 North, Range 1 West,  
Boise Meridian, in Ada County, State of Idaho.

Subject to that certain mortgage in favor of the Federal  
Land Bank, which the Grantees agree to assume and to pay  
in full.

Subject to all taxes and assessments for the year 1974 and  
all subsequent years.

9204368

*Gerald N. Butler*  
ADA COUNTY, ID. FOR  
J. DAVID NAVARRO  
RECORDER BY *J. Navarro*

'92 JAN 23 AM 11 41

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees,  
their heirs and assigns forever. And the said Grantors do hereby covenant to and  
with the said Grantees, that they are the owners in fee simple of said premises; that said  
premises are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.  
Dated: August 23, 1974

*George E. Butler*

STATE OF IDAHO, COUNTY OF CANYON: SS.  
On this 7<sup>th</sup> day of November, 1974,  
before me, a notary public in and for said State, personally  
appeared NERI L. BUTLER and GEORGENA  
E. BUTLER, husband and wife,

known to me to be the persons whose names are  
subscribed to the within instrument, and acknowledged to  
me that they executed the same.

*[Signature]*  
Notary Public  
Residing at Nampa, Idaho  
Comm. Expires

STATE OF IDAHO, COUNTY OF  
I hereby certify that this instrument was filed for record at  
the request of

at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock m.,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, in my office, and duly recorded in Book  
of Deeds at page \_\_\_\_\_

Ex-Officio Recorder  
By \_\_\_\_\_ Deputy.  
Fees \$ \_\_\_\_\_  
Mail to: \_\_\_\_\_

INSTRUMENT No.

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 18.00 6  
BOISE IDAHO 10/07/09 04:43PM  
DEPUTY Kathie Acree  
RECORDED-REQUEST OF  
ALLIANCE TITLE - PRODUCT



5000949051 SL

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST**

THIS DEED OF TRUST is made this **1ST** day of **October 2009**, among the Grantor, **Gerald N. Butler and Evelyn K. Butler, Husband and wife** (herein "Borrower"), **ALLIANCE Title and Escrow, Corp.** (herein "Trustee"), and the Beneficiary, **Malheur Federal Credit Union**, a corporation organized and existing under the laws of United States Federal Credit Union Act, whose address is P.O. Box 520, Ontario, Oregon 97914 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Ada**, State of Idaho:

**Lot 28 in Block 1 of Chisum Valley Subdivision No. 2, according to the official plat thereof, filed in Book 78 of Plats at Page(s) 8195 and 8196, Official Records of Ada County, Idaho.**

which has the address of **7945 S. Linder Road, Meridian, Idaho 83642** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated **10/01/2009** and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ **120,000.00** with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on **10/06/2019**; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record.

Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid

all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the

date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.**

Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts

with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**16. Transfer of Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's

and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**20. Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

**21. Substitute Trustee.** In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**22. Use of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

**23. Attorneys' Fees.** As used in this Deed of Trust and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which shall be awarded by an appellate court.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

Gerald N. Butler \_\_\_\_\_  
-Borrower

Evelyn K. Butler \_\_\_\_\_  
-Borrower

STATE OF OREGON, Malheur County ss:

On this 1<sup>st</sup> day of **October, 2009**

**Acknowledged**, before me, Lynda Eden, a Notary Public in and for said county and state, personally appeared **Gerald N. Butler and Evelyn K. Butler, Husband and wife**; known or proved to me to be the person(s) executed the foregoing instrument, and acknowledged to me that **they** executed the same.

In witness whereof I hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Lynda Eden \_\_\_\_\_  
Notary Public

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: \_\_\_\_\_

13720C0361

WARRANTY DEED

For Value Received NERI L. BUTLER and GEORGENE E. BUTLER, husband and wife,

the grantors, do hereby grant, bargain, sell and convey unto GERALD N. BUTLER and EVELYN K. BUTLER, husband and wife, Address: Route 2, Kuna, Idaho the grantees, the following described premises, to-wit:

The SE 1/4 of Section 2, Township 2 North, Range 1 West, Boise Meridian, in Ada County, State of Idaho.

Subject to that certain mortgage in favor of the Federal Land Bank, which the Grantees agree to assume and to pay in full.

Subject to all taxes and assessments for the year 1974 and all subsequent years.

9204368

Gerald N. Butler ADA COUNTY, ID. FOR J. DAVID HAVARRO RECORDER BY Jackson

'92 JAN 23 AM 11 41

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee s, that t he y are the owner s in fee simple of said premises; that said premises are free from all incumbrances

and that the y will warrant and defend the same from all lawful claims whatsoever. Dated: August 23, 1974

Handwritten signatures of Neri L. Butler and Georgene E. Butler

STATE OF IDAHO, COUNTY OF CANYON: ss. On this 7th day of November, 1974, before me, a notary public in and for said State, personally appeared NERI L. BUTLER and GEORGENE E. BUTLER, husband and wife,

known to me to be the person s who se names are subscribed to the within instrument, and acknowledged to me that they executed the same. Notary Public Residing at Nampa, Idaho Comm. Expires

STATE OF IDAHO, COUNTY OF I hereby certify that this instrument was filed for record at the request of at minutes past o'clock m., this day of 19, in my office, and duly recorded in Book of Deeds at page

Ex-Officio Recorder By Deputy. Fees \$ Mail to:

INSTRUMENT No.





# City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho )  
                          ) ss  
County of Ada )

I, Gerald Butler , 2731 Copeland Rd.  
Name Address  
Harper , OR 97906  
City State Zip Code

being first duly sworn upon oath, depose and say:

(If Applicant is also Owner of Record, skip to B)

- A. That I am the record owner of the property described on the attached, and I grant my Permission to Jayne Butler 7945 S. Linder Meridian, ID 83642  
Name Address to submit the accompanying application pertaining to that property.
- B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.
- C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 15<sup>th</sup> day of March, 2016

Gerald G. Butler  
Signature

Subscribed and sworn to before me the day and year first above written.

Misty Ann Evans  
Notary Public for Idaho

Residing at: 1042 Stonehenge Way Meridian ID 83642  
My commission expires: January 11, 2019





# Neighborhood Meeting Certification

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

## GENERAL INFORMATION:

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

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

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

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

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

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

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

Description of proposed project: Annexation of this Property  
 Date and time of neighborhood meeting: 3/12/16 at 11:00 a.m.  
 Location of neighborhood meeting: Kuna Library 457 N. Logust St Kuna ID

## SITE INFORMATION:

Location: Quarter: SE 1/4 Section: 2 Township: 2 Range: 1 Total Acres: 1.145  
 Subdivision Name: Chisum Valley Sub 2 Lot: 28 Block: 01  
 Site Address: 7945 S. Linder Rd. Meridian, ID 83642 Tax Parcel Number(s): R1693860270

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

## CURRENT PROPERTY OWNER:

Name: Gerald N Butler & Evelyn K. Butler  
 Address: 2731 Copeland Rd. Harper OR 97906

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

Name: Jayme Butler Business (if applicable): \_\_\_\_\_  
 Address: 7945 S. Linder Rd. Meridian ID 83642



**PROPOSED USE:**

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

**Application Type**

- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim. Plat)
- Special Use
- Variance
- Expansion or Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

**Brief Description**

X of The 1.145 at 7945 S. Linder Rd

**APPLICANT:**

Name: Cerald Butler  
Address: 2731 Copeland Rd  
City: Harper State: OR Zip: 97906  
Telephone: 208-362-5697 Fax: 208-362-7953

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) Merald H. Butler Date 3/15/16  
Evelyn K. Butler

3/4/2016

Dear Property Owner,

Per Kuna City Code of Section 8-7A-3, on Saturday March 12, 2016 at 11:00am at the Kuna Library located at 457 N Logust St Kuna ID 83634, in the conference room. Gerald and Kay Butler will be holding a Neighborhood Meeting Concerning the Annexation of 1 Acer Parcel on the corner of 7945 S Linder Rd Meridian Id 83642 Legal Description Lot 28 BLK 01 Chisum Valley Sub #2  
**The SE $\frac{1}{4}$  of Section 2, Township 2 North, Range 1 West, Boise Meridian, in Ada County, State of Idaho.**  
into Kuna City. Any questions contact Jayme Butler at 208-362-5697.

Thanks

Jerry and Kay Butler

<b>PRIMARY OWNER</b>	<b>SECONDARY WNER</b>	<b>ADDRESS</b>	<b>STATE/ZIP</b>
DURRANT C RUSSELL & MARIE B LIVING TRUST	DURRANT MARIE B TRUSTEE	8397 S OLD FARM PL	MERIDIAN, ID 83642-0000
PATTERSON FAMILY ENTERPRISES LLC		2664 W 5200 S	REXBURG, ID 83440-4302
BUTLER GERALD N	BUTLER EVELYN K	PO BOX 356	KUNA, ID 83634-0000
BUTLER GERALD N	BUTLER EVELYN K	PO BOX 356	KUNA, ID 83634-0000
DURRANT C RUSSELL & MARIE B LIVING TRUST	DURRANT C RUSSELL TRUSTEE	8397 S OLD FARM PL	MERIDIAN, ID 83642-0000
MILLER CHARLOTTE		5171 N BLACK SAND AVE	MERIDIAN, ID 83646-0000

**SIGN IN SHEET**

**PROJECT NAME:**

Annexation of Property 7945 S Linder  
Meridian, ID 83642 1.145 Acres

**Date:** 3/12/14

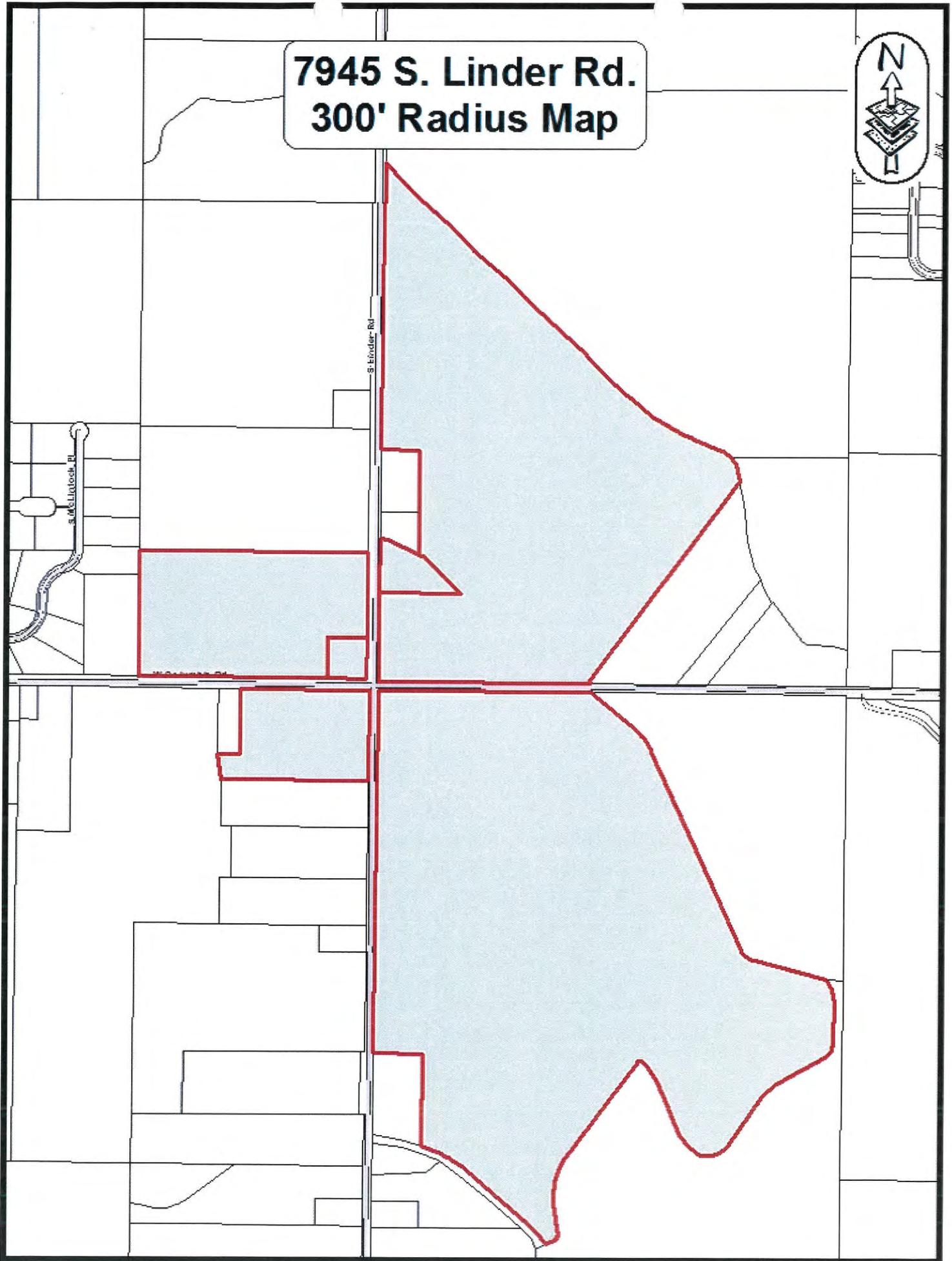
	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	Jayme Butler	7945 S Linder Rd	83642	208-861-9986
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**7945 S. Linder Rd.  
300' Radius Map**



S Linder Rd

S. McMillan Pl





*City of Kuna*  
**COMMITMENT TO  
PROPERTY POSTING**

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

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

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

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

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

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

Merald M. Butte

Applicant/agent signature

3/5/16

Date



208-362-5697

The Scope of Business:

---

We are just a dispatch center. The employees meet in the mornings at 8:00am and turn in their paperwork and get their calls for the day. There is a secretary there from 8-5. The 2 service techs drive their vans home every evening and there are 2 install trucks that come back to the office and are parked here. We are not open to the public. We have no walking in traffic. Also no equipment or hazardous materials are stored on location.

Thanks

Jayne Butler

Exhibit

A-5



**CITY OF KUNA**  
**PLANNING & ZONING DEPARTMENT**  
PO Box 13 • 763 W Avalon St • Kuna, Idaho • 83634  
Phone (208) 922-5274 • Fax: (208) 922-5989  
www.kunacity.id.gov

Dear Property Owner:

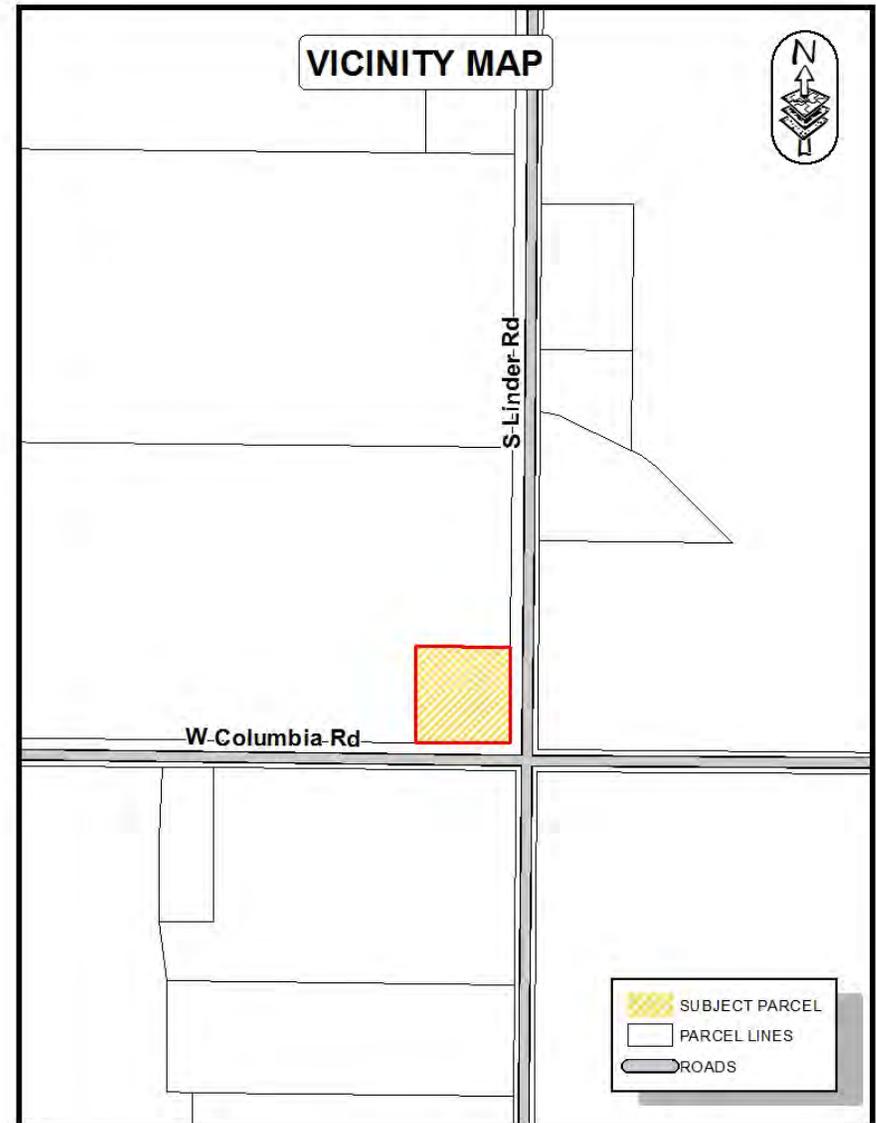
NOTICE IS HEREBY GIVEN that the Kuna Planning and Zoning Commission are scheduled to hold a public hearing on **April 26, 2016** beginning at 6:00 pm on the following case: 16-02-AN (Annexation); an Annexation request by Jayme Butler.

The site is located at 7945 S. Linder Road; Lot 28, Block 1 in the Chisum Valley Subdivision #2, Section 2, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho (refer to adjacent map).

The public hearing will be held in the City Council Chambers at Kuna City Hall located at 763 West Avalon Street, Kuna, Idaho.

All documents concerning public hearing items may be reviewed at Kuna City Hall, 763 West Avalon Street, Kuna, Idaho, 83634. Office hours are 8:00 am to 5:00 pm, Monday through Friday, except holidays. If you have questions or would like additional information, please contact the Planning and Zoning Department at (208) 922-5274.

You are invited to provide oral or written comments to the Commission at the hearing. Please note that all comments made to the Commission during the public hearing will be restricted to three (3) minutes per person. Prior to the hearing, written comments may be submitted to the appropriate governing body at least seven (7) days prior to the hearing. These comments will be forwarded to the Planning and Zoning Commission and read into record.



Please refer to the case name: **16-02-AN (Butler Annexation)** in all correspondence concerning this case

Mailed 4/1/16

## **Suggestions For Testifying at the Public Hearing:**

### **Be informed . . .**

Review the proposal, the staff report, applicable provisions of the ordinance and comprehensive plan.

### **Be on time . . .**

Although the item you are interested in may not be first on the agenda, you never know when it will be heard. The governing body has authority to adjust the schedule according to its discretion. Thus, anticipate attending from the beginning.

### **Speak to the point . . .**

The governing body appreciates pertinent, well organized, and concise comments. Redundant testimony is prohibited and **each individual is given three (3) minutes to comment.** Long stories, abstract complaints, or generalities may not be the best use of time. Neighborhood groups are encouraged to organize testimony and have one (1) person speak on behalf of the group -- "opposition representative," like the applicant's representative, receives 10 minutes to make comments. Applicant has five (5) minutes to rebut or discuss issues raised by any opposition.

### **If you don't wish to speak, write . . .**

At most hearings, previously submitted written testimony may be reviewed by the governing body before the meeting. It is unreasonable to submit extensive written comments or information at the hearing and expect them to be reviewed prior to a decision. All documents or written comments should be submitted to the City of Kuna at least one (1) week **prior** to the hearing.

City of Kuna  
Planning and Zoning  
PO Box 13  
Kuna, ID 83634

**LEGAL NOTICE**

Case # 16-02-AN (Annexation)

NOTICE IS HEREBY GIVEN, the Kuna Planning and Zoning Commission will hold a public hearing, Tuesday, April 26, 2016, at 6:00 pm, or as soon as can be heard at Kuna City Hall, 763 W. Avalon, Kuna, ID; in connection with a request from Jayme Butler to annex approximately one (1) acre into the Kuna City limits with a 'C' (Commercial) zoning designation. This request intends to have these lands join the City limits in order to operate a commercial business at this address. This parcel is located at the northwest corner of the intersection of Columbia & S. Linder Roads, Kuna, Idaho (APN #: R1693860270).

All persons wishing to testify must state his/her name and residential address for the record. No person shall speak until recognized by the Chairman. A three (3) minute time limit may be placed on all testimony.

The public is invited to present written and/or oral comments. Any written testimony must be received by 5:00 pm, April 25th, 2016, or it may not be considered. Please mail any comments to P.O. Box 13 Kuna, ID 83634, or drop off at City Hall 763 W. Avalon.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would also be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning Department

Published April 7, 2016

Exhibit

A-3



# City of Kuna PROOF OF PROPERTY POSTING

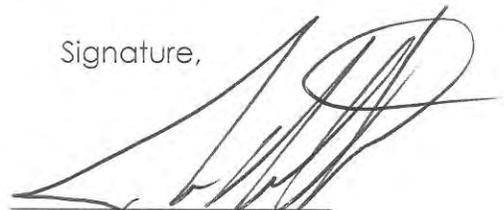
City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.cityofkuna.com

This notice shall confirm that the Public Hearing Notice for Chisum Valley was  
(NAME OF SUBDIVISION)

posted as required per Kuna City Ordinance 5-1-5B. Sign posted Friday  
(DAY OF THE WEEK,

4/15/2016  
MONTH, DATE AND YEAR)

DATED this 18th day of April, 2016

Signature,   
Owner/Developer

STATE OF IDAHO )  
County of ADA ) : ss



On this 18th day of April, 2016 before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer)

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

Misty Ann Evans  
Notary Public  
Residing at 1042 Stonehenge Way Meridian, ID 83642  
Commission Expires January 11, 2019





# Outlook Mail



Download Full screen

Hide email

(No subject)



2089143455@vzwpix.com

To: butlerheating\_hvac@hotmail.com;

Reply |

8:47 AM

Inbox

Photos



Resized952016041891734140.jpg (616 KB)



3 attachments (2 MB) Download all Save all to OneDrive - Personal





**CITY OF KUNA  
PUBLIC HEARING NOTICE**  
Before The Kuna  
Planning & Zoning Commission

**WHEN:** Tuesday, April 20, 2016 at 8:00 pm  
at the Kuna City Hall -  
783 W. Avalon, Kuna, Idaho

**PURPOSE:** Annexation application for  
approximately 1,048 acres to be annexed  
into the City of Kuna to be designated as  
"C" Commercial Zoning

**LOCATION:** 7045 S. Linder Road, NW  
corner of S. Linder and Columbia Road

**APPLICATION BY:** Gerald & Evelyn  
Butler, c/o Jayann Butler - 7045 S. Linder R.,  
Kuna, Idaho 83642

City Contact: 922-5274



**CENTRAL DISTRICT HEALTH DEPARTMENT**  
**Environmental Health Division**

Return to:

- ACZ
- Boise
- Eagle
- Garden City
- Kuna
- Meridian
- Star

Rezone # 16-02-AN

Conditional Use # \_\_\_\_\_

Preliminary / Final / Short Plat \_\_\_\_\_

*Chisum Valley No.2  
Lot 28 BKEI*

RECEIVED  
 APR 05 2016  
 CITY OF KUNA

- 1. We have No Objections to this Proposal. *- to annexation*
- 2. We recommend Denial of this Proposal.
- 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
- 4. We will require more data concerning soil conditions on this Proposal before we can comment.
- 5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
  - high seasonal ground water
  - waste flow characteristics
  - bedrock from original grade
  - other \_\_\_\_\_
- 6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
- 7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
- 8. After written approval from appropriate entities are submitted, we can approve this proposal for:
  - central sewage
  - community sewage system
  - community water well
  - interim sewage
  - central water
  - individual sewage
  - individual water
- 9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
  - central sewage
  - community sewage system
  - community water
  - sewage dry lines
  - central water
- 10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
- 11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
- 12. We will require plans be submitted for a plan review for any:
  - food establishment
  - swimming pools or spas
  - child care center
  - beverage establishment
  - grocery store
- 13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. If property is connected to existing  
septic system & will remain connected  
an accessory use will be required to  
operate the business.

Reviewed By: *Lori Brady*  
 Date: 3/31/16

## Trevor Kesner

---

**From:** Lori Badigian [LBadigian@cdhd.idaho.gov]  
**Sent:** Wednesday, April 20, 2016 4:19 PM  
**To:** Trevor Kesner  
**Subject:** RE: City of Kuna: Planning and Zoning - Agency Notification of item under consideration

Trevor,

Misty with Butler Heating contacted me to clarify their intentions with the annexation. She stated they are asking to annex this property into the City of Kuna but will stay connected to the existing septic system since City sewer is not available. In reading the application I was under the impression that they wished to start a new business. Misty explained that business has been in operation for several years and is service oriented therefore the residence is used as a dispatch only with the homeowner as the primary employee on-site. Given this information, CDHD has no objections to this request.

Lori Badigian, REHS | Sr. Environmental Health Specialist  
Central District Health  
707 N. Armstrong Place | Boise, ID 83704  
P: (208) 327-8517 | F: (208) 327-8553 | C: (208) 869-9118

 [Twitter](#) |  [Facebook](#) | W: [cdhd.idaho.gov](http://cdhd.idaho.gov)

**CDHD: Healthy People in Healthy Communities**

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-----

**From:** Trevor Kesner [<mailto:TKesner@cityofkuna.com>]  
**Sent:** Wednesday, March 30, 2016 9:12 AM  
**To:** ACHD; ACHD; Ada County Development Services (Mark Perfect); Ada County Engineer; Ada County Street Namin; Attorney Icloud; Boise Project Board of Control; Boise Project Board of Control; Boise-Kuna Irrigation Distr.; Cable One t.v.; Lori Badigian; COMPASS; DEQ; Gordon Law; Idaho Power; Idaho Power; Idaho Transportation Dept. ITD; Intermountain Gas; Intermountain Gas; J&M Sanitation; Kuna Fire & EMS; Kuna Police; Kuna School District; Kuna School District; Kuna School District; Natalie Purkey; Tony Davila  
**Cc:** [christopher.s.nation@usps.com](mailto:christopher.s.nation@usps.com)  
**Subject:** City of Kuna: Planning and Zoning - Agency Notification of item under consideration

March 30, 2016

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

<b>FILE NUMBER</b>	<b>16-02-AN (Annexation) by Jayme Butler</b>
<b>PROJECT DESCRIPTION</b>	The applicant is requesting approvals for Annexation of a one (1) acre parcel into the City of Kuna.
<b>SITE LOCATION</b>	The subject site is located at 7945 S. Linder Road Kuna, Idaho
<b>APPLICANT/ REPRESENTATIVE</b>	Jayme Butler 7945 S. Linder Road

Exhibit  
B-1a

	Kuna, Idaho 83634 <a href="mailto:butlerheating_hvac@hotmail.com">butlerheating_hvac@hotmail.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>April 26, 2016</b> 6:00 P.m.
<b>STAFF CONTACT</b>	Trevor Kesner, Planner II <a href="mailto:Tkesner@kunaid.gov">Tkesner@kunaid.gov</a> Phone: 387-7731 Fax: 922.5989
We have enclosed information to assist you with your consideration and responses. The public hearing is at 6:00 p.m. or as soon as it may be heard located at Kuna City Hall 763 W. Avalon Kuna, ID 83634. <b>No response within 15 business days will indicate you have no objection or concerns with this project.</b> We would appreciate any information you can supply us as to how this action would affect the services you provide.	

Attachments: Application and supplemental documentation

**Trevor Kesner**

Planner II  
KUNA PLANNING & ZONING DEPT.  
(208) 387-7731  
[trevor@cityofkuna.com](mailto:trevor@cityofkuna.com)



City of Kuna  
763 W. Avalon  
Kuna, ID 83634

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Exhibit  
B-1a



**IDAHO TRANSPORTATION DEPARTMENT**

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

(208) 334-8300  
[itd.idaho.gov](http://itd.idaho.gov)

---

April 7, 2016

Trevor Kesner  
City of Kuna, Planning and Zoning Department  
P.O. Box 13  
Kuna, ID 83634

**VIA EMAIL**

**RE: 16-02-AN BUTLER HEATING INC.**

The Idaho Transportation Department has reviewed the referenced annexation application for Butler Heating Inc. located at 7945 South Linder Road west of SH-69. ITD has the following comments:

1. ITD has no objection to the annexation and does not require any mitigation.
2. This property does not abut the State highway system.

If you have any questions, you may contact Ken Couch at 332-7190 or me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads "James K. Morrison".

James K. Morrison  
Development Services Manager  
[jim.morrison@itd.idaho.gov](mailto:jim.morrison@itd.idaho.gov)

---

**RON PLATT**  
CHAIRMAN OF THE BOARD

**RICHARD MURGOITIO**  
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)

2455 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

07 April 2016

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

RE: Jayme Butler **16-02-AN**  
7945 S. Linder Rd.  
Boise-Kuna Irrigation District **BK-247 A**  
Painter Lateral 71+10  
Sec. 02, T2N, R1W, BM.

Trevor Kesner, Planner II:

There are no Project facilities located on the above-mentioned property; however, it does in fact possess a valid water right.

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

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

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

Exhibit  
**B-3**



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.cityofkuna.com](http://www.cityofkuna.com)

GORDON N. LAW  
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731  
Email: [glaw@cityofkuna.com](mailto:glaw@cityofkuna.com)

---

## MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Gordon N. Law  
Kuna City Engineer

RE: Jayme Butler  
Annexation  
16-02-AN

DATE: April 11, 2016

---

The City Engineer has reviewed the annexation request of the above applicant dated March 30, 2016. It is noted that specific development plans are not provided except those implied as allowed or permitted in a "C-1" zone. The applicant desires to operate their business, Butler Heating, Inc., at the site. The applicant does not mention the need for City services and these comments will assume that the applicant intends to rely on the existing water and sewer facilities for its business operation.

The recommendation of the City Engineer is to proceed with this annexation and address the issues of extending the City service area in connection with the future land-use actions. Accordingly, the City Engineer provides the following comments:

### 1. Sanitary Sewer Needs

- a) The applicant's property to be annexed is presently used for residential and farmstead purposes and does not require City services. As developed property, it will require municipal or community sewer service. The City Engineer recommends ultimate connection to City facilities but does not preclude the implementation of an interim treatment and disposal option.
- b) Wastewater from the applicant's property has the future option of being treated at the North Treatment Plant which has sufficient capacity to serve this site. The nearest point of connection for the Butler Heating project is in Ten Mile Road and is considered "not reasonably available". When connecting to the sewer system, the applicant will need to abide by any relevant sewer reimbursement policies and agreements and any relevant connection fees.
- c) For assistance in locating existing facilities and understanding issues associated with connection, please contact the City Engineer at 287-1727.

## **2. Potable Water Needs**

- a) The applicant's property to be annexed is presently used for residential and farmstead purposes and does not require City services at present. As more highly developed property in the future, it will require municipal water service for potable and fire protection needs.
- b) The nearest point of connection for the Butler Heating project is in the Columbia Road frontage. When connecting to the water system, the applicant will need to abide by any relevant water reimbursement policies and agreements and any relevant connection fees.
- c) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- d) For assistance in locating existing facilities, please contact the City Engineer at 287-1727.

## **3. Pressure Irrigation**

- a) The property's irrigation needs are presently served by its own well and from surface rights in the canal system. The city does not have pressure irrigation facilities in the vicinity and the costly extension of City facilities to the site for this project alone does not seem justified. Accordingly, the City Engineer recommends reliance for the present on either the canals or utilization of the existing well of the applicant for irrigation needs.

## **4. Grading and Storm Drainage**

The following is not required for annexation but will be required when alteration of surface features is proposed (such as grading or paving) in connection with future land use applications:

- a) Please provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) If impervious area is increased, please provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Please provide detail drawings of drainage facilities for review.
- c) Any increase in quantity or rate of runoff or decrease in quality of runoff from the site compared to historical conditions must be detained, treated and released at rates no greater than historical amounts.
- d) If offsite disposal of storm water in excess of historical rates or conditions is proposed, or disposed at locations different than provided historically, the approval of the affected entities is required.

## **5. General**

- a) With the addition of this property into the corporate limits of Kuna and its potential connection to water (and perhaps irrigation) services, this property will be placing demand not only on constructed facilities but on water rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City at time of connection (ie development) any conveyable water rights by deed and "Change of Ownership" form from IDWR that are presently associated with the property. The

- domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- b) A plan approval letter will be required if this project affects any local irrigation districts.
  - c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
  - d) State the vertical datum used for elevations on all drawings.
  - e) Provide engineering certification on all final engineering drawings.

## 6. Inspection Fees

An inspection fee will be required for City inspection of the construction of any **public** water, sewer and irrigation facility associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's approval of final construction plans. **If no public water, sewer and irrigation construction work is done (such as with a stand-alone annexation), no fees are required.**

## 7. Right-of-Way

The subject property fronts on its south and east sides on existing section line arterial streets (Columbia Road and Linder Road). The following conditions are related to these classified streets and future quarter line classified streets and apply at the time of development:

- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City and ACHD standards.
- b) It is recommended approaches onto the classified streets comply with ACHD approach policies.
- c) It is recommended sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided at the time of land-use change or re-development.

## 8. As-Built Drawings

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes, but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted. **If no public facilities are constructed (such as with a stand-alone annexation), no as-built drawings are required.**

## 9. Property Description

- a) The applicant provided a metes and bounds property description of the subject parcel.

**From:** Trevor Kesner  
**To:** ["Stacey Yarrington"](#)  
**Subject:** RE: City of Kuna: Planning and Zoning - Agency Notification of item under consideration  
**Date:** Monday, April 04, 2016 4:26:00 PM

---

They are not. At this point, it is just the annexation request. They are going from a RR county zone and request Commercial designation as they come in.  
No additional applications here.

**Trevor Kesner**

*Planner II*  
KUNA PLANNING & ZONING DEPT.  
(208) 387-7731  
[trevor@cityofkuna.com](mailto:trevor@cityofkuna.com)



City of Kuna  
763 W. Avalon  
Kuna, ID 83634

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---

**From:** Stacey Yarrington [<mailto:SYarrington@achdidaho.org>]  
**Sent:** Monday, April 04, 2016 3:54 PM  
**To:** Trevor Kesner; Mindy Wallace  
**Subject:** RE: City of Kuna: Planning and Zoning - Agency Notification of item under consideration

Hi Trevor,  
We do need more information if they are doing more than annexation and zoning.  
Thanks,  
Stacey Yarrington

---

**From:** Trevor Kesner [<mailto:tkesner@kunaid.gov>]  
**Sent:** Monday, April 04, 2016 3:39 PM  
**To:** Mindy Wallace; Stacey Yarrington  
**Subject:** FW: City of Kuna: Planning and Zoning - Agency Notification of item under consideration

Hello Mindy/Stacey:

Just an additional FYI (which probably should have been mentioned in the original request)... this annexation is requesting a Commercial zoning designation.  
At this time, the applicant has not indicated an intent to do any site improvements. I'm not sure

how that will affect your analysis, but I wanted to clarify that.

Thanks much,

**Trevor Kesner**

*Planner II*

KUNA PLANNING & ZONING DEPT.

(208) 387-7731

[trevor@cityofkuna.com](mailto:trevor@cityofkuna.com)



**City of Kuna**  
763 W. Avalon  
Kuna, ID 83634

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---

**From:** Trevor Kesner

**Sent:** Wednesday, March 30, 2016 9:06 AM

**To:** 'ACHD'; 'ACHD'; 'Ada County Development Services (Mark Perfect)'; 'Ada County Engineer'; 'Ada County Street Namin'; Attorney Icloud; 'Boise Project Board of Control'; 'Boise Project Board of Control'; 'Boise-Kuna Irrigation Distr.'; 'Cable One t.v.'; 'Central District Health Dept. CDHD'; 'COMPASS'; 'DEQ'; Gordon Law; 'Idaho Power'; 'Idaho Power'; 'Idaho Transportation Dept. ITD'; 'Intermountain Gas'; 'Intermountain Gas'; 'J&M Sanitation'; 'Kuna Fire & EMS'; 'Kuna Police'; 'Kuna School District'; 'Kuna School District'; 'Kuna School District'; Natalie Purkey; 'Tony Davila'

**Cc:** 'christopher.s.nation@usps.com'

**Subject:** City of Kuna: Planning and Zoning - Agency Notification of item under consideration

March 30, 2016

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

<b>FILE NUMBER</b>	<b>16-02-AN</b> (Annexation) by Jayme Butler
<b>PROJECT DESCRIPTION</b>	The applicant is requesting approvals for Annexation of a one (1) acre parcel into the City of Kuna.
<b>SITE LOCATION</b>	The subject site is located at 7945 S. Linder Road Kuna, Idaho
<b>APPLICANT/ REPRESENTATIVE</b>	Jayme Butler 7945 S. Linder Road Kuna, Idaho 83634 <a href="mailto:butlerheating_hvac@hotmail.com">butlerheating_hvac@hotmail.com</a>
<b>SCHEDULED HEARING DATE</b>	Tuesday, <b>April 26, 2016</b> 6:00 P.m.

<b>STAFF CONTACT</b>	Trevor Kesner, Planner II <a href="mailto:Tkesner@kunaaid.gov">Tkesner@kunaaid.gov</a> Phone: 387-7731 Fax: 922.5989
We have enclosed information to assist you with your consideration and responses. The public hearing is at 6:00 p.m. or as soon as it may be heard located at Kuna City Hall 763 W. Avalon Kuna, ID 83634. <b>No response within 15 business days will indicate you have no objection or concerns with this project.</b> We would appreciate any information you can supply us as to how this action would affect the services you provide.	

Attachments: Application and supplemental documentation

**Trevor Kesner**

*Planner II*

KUNA PLANNING & ZONING DEPT.

(208) 387-7731

[trevor@cityofkuna.com](mailto:trevor@cityofkuna.com)



**City of Kuna**  
763 W. Avalon  
Kuna, ID 83634

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# City of Kuna

## Planning and Zoning Staff Report

P.O. Box 13  
Kuna, ID 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
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**To:** Kuna Planning and Zoning Commission

**File Numbers:** 16-02-ZOA (Subdivision Ordinance Amendment)

Title 5: Zoning Regulations  
KCC 5-1-6-2 (Meaning of Terms or Words)  
KCC 6-2-3 (Preliminary Plat)  
KCC 6-2-4 (Final Plat)

**Planner:** Wendy I. Howell, PCED

**Hearing Date:** April 26, 2016

**Applicant:** City of Kuna  
PO Box 13  
Kuna, Idaho 83634

### **A. Course of Proceedings**

Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states text amendments and ordinance changes are designated as public hearings, with the City Council as the final decision making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

#### **a. Notifications**

- i. Agencies March 30, 2016
- ii. Kuna, Melba Newspaper March 30, 2016  
April 6, 2016

### **B. Applicants Request**

An amendment of the Subdivision Ordinance of the City Council for Kuna, Idaho amending KCC 5-1-6-2 "Commencement of Construction" to include the prepayment of prepaid sewer hook ups or LID EDU's; amending KCC 6-2-3 entitled "Preliminary Plat" to clarify certain sections regarding the approval period for a preliminary plat, removing language regarding construction phasing and the requirement that the developer provide a time schedule with start and completion dates, adding language to require sixty (60) days' notice prior to a plat expiring, adding language that a developer may receive a preliminary plat reinstatement if there has been commencement of construction, setting forth conditions for making application for a preliminary plat extension application including payment of past due fees, requiring preliminary plats that have been extended where the developer also request a change in phasing to receive City Council approval if the phasing has a requirement such as a swimming pool or other amenity; amending KCC 6-2-4 entitled "Final Plat" to make certain changes to clarifying the approval process, adding a requirement that all easements be shown on all lot lines, and adding to the plat notes that HOA common lots irrigation

assessments are fractionally assessed to the individual improved lots; and providing an effective date.

**C. Agency Responses**

- *Idaho Transportation Department* responded on April 7, 2016 stating they have no objection. (Exhibit C.1)

**D. Staff Comments:**

The definition of commencement of construction needed additional verbiage requiring payment of prepaid sewer hook-ups or LID EDU's. Adding this statement will make the determination of whether the plat is active or if the plat has fallen down much clearer and less debatable for LID parcels.

The critical proposed revision of the preliminary plat and final plat portion of code refines the approval process making it clearer. The time frame requirement on phased subdivisions will now identify an application process to request time extensions. Staff added the requirement for all lots to display easement lines, on the face of final plat, for each lot. This is necessary to help the builders know where the existing easements are when they build as it varies lot to lot.

The City Attorney has incorporated comments into the proposed ordinance.

**E. Applicable Standards:**

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

**F. Proposed Findings of Fact:**

1. The Kuna Planning and Zoning Commission accept the facts outlined in the staff report, any public testimony and the supporting evidence list as presented.
2. Public notices were published in the Kuna Melba News on March 30, 2016 and April 6, 2016 for the Planning and Zoning Commission providing a summary, and date, place and time of public hearing.
3. All procedural items have been completed in accordance with Idaho Code and Kuna City Code.

**G. Proposed Conclusions of Law:**

*Based on the foregoing findings, staff report and testimony rovided the Kuna Planning and Zoning Commission found...*

1. The amendment is not detrimental to the health, safety and general welfare of the public.
2. The amendment appears to be consistent with the Comprehensive Plan.
3. The ordinance amendment will advance the public interest and be a benefit to the City of Kuna.

**H. Proposed Order of Decision by Council:**

*The Commission should consider and discuss the evidence and testimony presented at the meeting prior to rendering its decision.*

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

- ▶ Based on the facts outlined in staff's report and the public testimony as presented (if any), an ordinance of the City Council for Kuna, Idaho amending KCC 5-1-6-2 "Commencement of Construction" to include the prepayment of prepaid sewer hook-ups or LID EDU's; amending KCC 6-2-3 entitled "Preliminary Plat" to clarify certain sections regarding the approval period for a preliminary plat, removing language regarding construction phasing and the requirement that the developer provide a time schedule with start and completion dates, adding language to require sixty (60) days' notice prior to a plat expiring, adding language that a developer may receive a Preliminary Plat Reinstatement if there has been Commencement of Construction, setting forth conditions for making application for a Preliminary Plat Extension Application including payment of past due fees, requiring Preliminary Plats that have been extended where the Developer also request a change in phasing to receive City Council approval if the phasing has a requirement such as a swimming pool or other amenity; amending KCC 6-2-4 entitled, "Final Plat" to make certain changes to clarify the approval process, adding a requirement that all easements be shown on all lot lines, and adding to the plat notes that HOA common lots irrigation assessments are fractionally assessed to the individual improved lots; and providing an effective date.

ORDINANCE 2016-\_\_

AN ORDINANCE OF THE CITY COUNCIL FOR KUNA, IDAHO AMENDING KCC 5-1-6-2 “COMMENCEMENT OF CONSTRUCTION” TO INCLUDE THE PREPAYMENT OF PREPAID SEWER HOOK UPS OR LID EDU’S; AMENDING KCC 6-2-3 ENTITLED “PRELIMINARY PLAT” TO CLARIFY CERTAIN SECTIONS REGARDING THE APPROVAL PERIOD FOR A PRELIMINARY PLAT, REMOVING LANGUAGE REGARDING CONSTRUCTION PHASING AND THE REQUIREMENT THAT THE DEVELOPER PROVIDE A TIME SCHEDULE WITH START AND COMPLETION DATES, ADDING LANGUAGE TO REQUIRE SIXTY (60) DAYS NOTICE PRIOR TO A PLAT EXPIRING, ADDING LANGUAGE THAT A DEVELOPER MAY RECEIVE A PRELIMINARY PLAT REINSTATEMENT IF THERE HAS BEEN COMMENCEMENT OF CONSTRUCTION, SETTING FORTH CONDITIONS FOR MAKING APPLICATION FOR A PRELIMINARY PLAT EXTENSION APPLICATION INCLUDING PAYMENT OF PAST DUE FEES, REQUIRING PRELIMINARY PLATS THAT HAVE BEEN EXTENDED WHERE THE DEVELOPER ALSO REQUEST A CHANGE IN PHASING TO RECEIVE CITY COUNCIL APPROVAL IF THE PHASING HAS A REQUIREMENT SUCH AS A SWIMMING POOL OR OTHER AMENITY; AMENDING KCC 6-2-4 ENTITLED “FINAL PLAT” TO MAKE CERTAIN CHANGES TO CLARIFY THE APPROVAL PROCESS, ADDING A REQUIREMENT THAT ALL EASEMENTS BE SHOWN ON ALL LOT LINES, AND ADDING TO THE PLAT NOTES THAT HOA COMMON LOTS IRRIGATION ASSESSMENTS ARE FRACTIONALLY ASSESSED TO THE INDIVIDUAL IMPROVED LOTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, this text amendment is in agreement with the spirit and intent of Kuna’s Comprehensive Land Use Plan (Plan); and

WHEREAS, it is deemed to be in the best interest of the city of Kuna to amend certain sections of Chapter 1, Title 5, and certain sections of Chapter 2 of Title 6; and

WHEREAS, this zoning amendment is pursued in accordance with KCC 5-13, “ZONING AMENDMENTS”.

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

**Ordinance Section 1. Title 5, Chapter -1, Section -6, Part -2**: MEANINGS OF TERMS OR WORDS is amended to add the following term to the list of definitions:

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

**Ordinance Section 2. Title 6, Chapter 2, Section 3** entitled, “PRELIMINARY PLAT” is amended as follows:

CHAPTER 2  
SUBDIVISION APPROVAL PROCEDURE

6-2-3: PRELIMINARY PLAT

*Note: Sub-divider and developer are intended to be interchangeable terms.*

J. Approval period, time extension, phased development and expiration:

1. [A preliminary plat approval shall be valid for two \(2\) years from the date of approval of the findings of facts and conclusions of law by City Council, unless extended as provided for herein.](#)

~~Failure of the subdivider to obtain a final plat acceptance letter within two (2) years after city council action to approve the preliminary plat's findings of fact shall cause it to become invalid. Unless, a preliminary time extension has been filed with the planning department, along with the refiling fees, prior to the two year approval time period sunseting.~~

2. [In the event that the preliminary plat is approved in construction phases \(more than one \(1\) phase\), the subdivider shall have two \(2\) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes construction phases, the subdivider shall provide the council, at time of preliminary plat approval, a time schedule that shows the start and completion date for each of the preliminary plat's successive phases. The schedule shall identify that each successive phase is to be completed within one \(1\) year of the preceding phase's recording date. The order of the phases shall not change without the city's expressed consent.](#)

3. [A subdivider shall, sixty \(60\) days prior to the expiration of the two \(2\) year approval period or any extension thereof, notify the Planning and Zoning Department that they are requesting an extension of the preliminary plat approval by filing an Application for preliminary plat Time Extension as provided for in section 6, or the City's approvals for the preliminary plat shall automatically expire.](#)

4. On the date of passage of this Ordinance, if a subdivider has Commenced Construction, as defined in KCC 5-1-6-2, the preliminary plat approval may only be reinstated by formal action of the Planning and Zoning Director. The reinstatement process shall follow the same process as the Preliminary Plat Time Extension, as provided for in Section 6.

5. A preliminary plat approval that has expired shall not be granted a renewal or extension.

6. Application for ~~p~~Preliminary ~~p~~Plat Time Extension.

a. Subdivider shall file an application with the Planning and Zoning Department on the form provided by the Planning and Zoning Department and pay the applicable fee.

b. Subdivider shall pay any balance due on the original preliminary plat application, including City engineering fees, inspection fees, irrigation fees, or other required fees or past due balances owned to the City that are due from a predecessor in interest to the development.

c. As required by the application, provide an updated preliminary plat.

d. The resubmitted plat shall be subject to all rules or regulations that have been adopted since the preliminary plat was initially approved.

e. ~~subdivider~~If a City Ordinance or regulation has been adopted since the original preliminary plat was approved and that Ordinance or regulatory change would require significant alteration, as determined by the City Engineer, to improvements previously installed and approved, the City Engineer may recommend to the City Council that the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety.

f. As required by the application, provide a basis for the extension request. The Planning and Zoning Director shall determine if there is a good cause/basis for the granting of the extension, which decision shall be appealable to the City Council.

g. The application may also require any additional information that the Planning and Zoning Department deems necessary.

h. The ~~and Zoning~~ Planning and Zoning staff may require ~~any~~ additional conditions of approval for the extension, including changes or amendments to the Kuna City Code or other requirements of any regulatory body.

i. The application, when deemed complete by the ~~and Zoning~~ Planning and Zoning -staff, shall be set before the City Council for formal action to approve or deny the request for time extension.

7. The City Council is under no obligation to grant a time extension; however consideration should be given to whether the subdivider has Commenced Construction.

In addition to approving or denying the request for time extension, the City Council may add ~~any~~ additional conditions to its approval of the request for time extension.

8. If a Preliminary Plat extension also includes phasing, the granting of the extension shall also reset the time schedule for all remaining phases. However, if the proposal is to modify or change the order of the phasing that contains any phasing requirement, such as a swimming pool or other amenities, the change may only be approved by the City Council.

9. A preliminary plat time extension shall be valid for two (2) years from the date of approval of the findings of fact and conclusions of law of the extension by City Council.

~~A preliminary plat time extension is heard by the city council. The subdivider shall provide the city council sufficient reason(s) for continuing the preliminary plat application as a basis for the granting of a time extension. The city council reserves the right to add additional conditions of approval to the preliminary plat as part of a time extension. The city council is under no obligation to grant a time extension. A preliminary plat time extension shall be good for one (1) year from the time the city council approves it based on the initial two year time period established at the signing of the findings of fact.~~

~~2. In the event that the preliminary plat is approved in construction phases (more than one (1) phase), the subdivider shall have two (2) years to complete the plat's first phase from the time the council approves the plat's findings of fact. When the preliminary plat includes construction phases, the subdivider shall provide the council, at time of preliminary plat approval, a time schedule that shows the start and completion date for each of the preliminary plat's successive phases. The schedule shall identify that each successive phase is to be completed within one (1) year of the preceding phase. The order of the phases shall not change without the city's expressed consent.~~

~~In the event a preliminary plat phase cannot be completed within the scheduled time, the subdivider shall apply for a time extension on the subject phase prior to its scheduled completion date. A preliminary plat phase time extension is heard by the city council. The subdivider shall provide the city council sufficient reason(s) for continuing the preliminary plat application as a basis for the granting of a plat phase time extension. The city council is under no obligation to grant a time extension. The city council reserves the right to add additional conditions of approval to the preliminary plat phase as part of a time extension. A preliminary plat phase time extension shall be good for one (1) year from the time the city council approves it based on the initial one year time period established at the signing of the findings of fact.~~

~~In the event the city council approves a phase time extension, it shall also amend the time schedule for all remaining phases, thereby resetting the starting and completion date of all remaining phases in accordance with the initial one year time period established at the signing of the findings of fact. The maximum number of time extensions that may be granted by the city council is two (2). If preliminary plat phases are constructed~~

~~according to the phasing schedule, or as it may be amended by the city council, they may be considered for final approval without resubmission for preliminary plat approval.~~

~~3. — An approved preliminary plat remains approved as long as the time lines as noted in subsections J.1. and J.2. of this section are met. In the event a preliminary plat expires and the subdivider determines to reactivate it, they shall pay the current preliminary plat fees and furnish staff an updated preliminary plat. The resubmitted plat shall be subject to all rules or regulations that have been instituted since the preliminary plat was initially approved. The subdivider shall receive credit for any previous preliminary plat development work completed and approved. If a city rule or regulation has been instituted since the preliminary plat was initially approved and that regulatory change would require significant alteration to improvements previously installed and approved, the city engineer may recommend to the city council the regulatory provision be set aside. The city council has the discretion to set them aside, provided they do not affect public health or safety.~~

~~In the event an approved final plat expires, application would need to be made for a new preliminary plat in accordance with the provisions noted above.~~

**Ordinance Section 32. Title 6 Chapter 2 Section 4** entitled, “FINAL PLAT” is amended to read:

#### 6-2-4: FINAL PLAT

The City engineer shall not sign the final plat ~~Mmylar~~ if any City Code violations exist on the subject property at the time of requested signature.

The following procedures shall apply to the filing for final plat approval of any city of Kuna subdivision:

- A. *Application:* After the approval or conditional approval of the preliminary plat by the City Council, the subdivider may cause the subdivision, or any part thereof, to be surveyed and a final plat prepared in accordance with the approved preliminary plat. The subdivider shall submit to the planning staff the following:
1. Final plat application along with a title report that is less than six (6) months old, warranty deed or other acceptable evidence demonstrating the subdivider's ownership or legal interest in the land included in the final plat.
  2. Payment of fees equivalent to the amount of material and labors expended by City staff for plat review. Fees shall be paid for all costs associated with the review of the preliminary plat, final plat and construction drawings. The subdivider will be notified of the amount owed and the basis for the fees charged. All plat related fees shall be paid prior to city approval.
  3. Three (3) paper copies and a digital copy in a PDF format of the final plat and signature page.
  4. Three (3) paper copies and a digital copy in a PDF format of the final engineering

construction drawings for streets, water, sewer, sidewalk, pressure irrigation and other public improvements.

5. Other items as specified, and required by the City during the planning application process.

B. *Content of final plat:* The final plat shall be in compliance with all items required in Idaho Code Title. 50, Chapter 13; the final plat shall include the following:

1. Final plat check-off list with all items completed. If the landscaping has not been completed, a financial guarantee may be provided pursuant to KCC 6-4-3;

2. Proof of current ownership of the real property and written consent of the final plat owners of record;

3. All easements shall be shown on all lot lines for all lots in the subdivision;

4. All subdivisions that contain a Home-owners' Association shall have the following language: "The Home-owners' Association (HOA), its ownership and maintenance commitments can not be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to a fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment";

43. Other information the Planning and Zoning Director, City Engineer or City Attorney Council deem necessary to establish ownership and signing authority;

54. A statement and other supporting evidence demonstrating the final plat conform to the approved preliminary plat;

65. A statement of compliance with provisions of this title;

76. A statement the final plat meets established engineering practices and local standards.

C. *Planning staff review:*

1. The Planning and Zoning Staff shall certify and date stamp the application for purpose of establishing its completeness relative to all noted final plat requirements.

2. The Planning and Zoning Staff shall review the final plat for compliance with the approved or conditionally approved preliminary plat. If the Planning and Zoning Director or assigned person determines there are substantial differences between the preliminary and final plat, the subdivider may be required to submit the final plat to the City Council as it was portrayed at time of the preliminary plat process.

3. After [the Planning and Zoning](#) staff's determination [that](#) the final plat is in compliance with the preliminary plat and all conditional requirements have been met, the [Planning and Zoning Director](#) or assigned person shall place the final plat on the Council agenda within forty-five (45) days from its receipt and acceptance. Acknowledgement of final plat acceptance shall be conveyed by way of written confirmation.

D. *Agency review:* The [Planning and Zoning Director](#) or assigned person shall transmit final plat documents to other reviewing City staff and agencies for evaluation and comment. The reviewer shall evaluate the final plat improvements for consistency with construction standards, health protocols, cost estimates and legal requirements. The subdivider shall not rely upon a surety for performance bonding purpose.

E. *Council action:* At the public meeting scheduled for the final plat review the City Council shall consider comments from ~~concerned persons and~~ agencies. The City Council shall approve, approve conditionally, disapprove the final plat or table it for purposes of acquiring and reviewing additional information and then approve, approve conditionally or disapprove the final plat after review of this supplementary information within thirty (30) days of the date of the regular meeting at which the plat is first considered. A copy of the approved plat shall be filed with the [Planning and Zoning](#) ~~planning~~ Department. Upon granting or denying the final plat, the City Council shall specify:

1. The ordinance and standards relied upon to evaluate the application;
2. The reasons for approval or denial; and
3. The action(s), if any, the applicant could take to obtain a permit.

F. *Approval period:*

1. The final subdivision plat shall be filed with the County Recorder within two (2) years after the City Council's signing of the findings of fact; otherwise, the plat approval shall become null and void unless prior to the [two \(2\)](#)-year expiration date the subdivider applies for a time extension. A final plat time extension is heard by the City Council. The subdivider shall provide the City Council sufficient reason(s) for continuing the final plat application as a basis for the granting of a time extension. The City Council is under no obligation to approve a final plat time extension. The City Council reserves the right to add additional conditions of approval to the final plat as part of a time extension.

2. In the event the City Council does not approve a time extension request, the plat shall become null and void. If the plat becomes [null and void](#) ~~invalid~~ the subdivider shall resubmit the plat for preliminary plat approval. The subdivider will receive credit for improvements previously installed and approved. The subdivider shall pay the current preliminary plat [application](#) fees and furnish staff

an updated preliminary plat.

3. The resubmitted plat shall be subject to rules or regulations in place at time of reapplication. If a City rule or regulation has been instituted since the preliminary plat was initially approved and that regulatory change would require significant alteration to improvements previously installed and approved, the City Engineer may recommend to the City Council the regulatory provision be set aside. The City Council has the discretion to set them aside, provided they do not affect public health or safety. Time extensions are valid for one (1) year from the City Council's approval based on the initial one-year time period established at the signing of the preliminary findings of fact.

G. *Prior to requesting the city engineer's signature on the final plat Mylar:*

Either:

- a. All required improvements, infrastructure, public utilities, public improvements, etcetera have been installed and conditions of approval have been met and inspected and approved by the City; including all record drawing requirements, submittal of engineer or record inspection logs, submittal of the engineer of record certification and receipt of the dedication request, and memorandum from the City engineer has been issued stating as much;

Or:

- b. The City engineer has approved the amount of the financial guarantee as outlined in section 6-4-3 of this Chapter for required improvements and conditions of approval that have yet to be completed. The City engineer shall not sign, nor release the final plat for recording until the City has received the financial guarantee in compliance with the provisions of this Chapter and the City Council has approved the final plat.

Additionally:

The following items shall be completed by the subdivider, and inspected and approved by the City engineer and/or their designee and other approving agencies, prior to the subdivider submitting for final plat approval; said items are not eligible for financial guarantees as provided for in KCC 6-4-3. The City engineer's approval shall be in the form of a memorandum confirming completion of the following:

1. Construction of the domestic water system, including successful pressure and bacteria tests followed by city of Kuna inspections and approvals;
2. Installation of fire hydrants according to the current International Fire Code standards and supporting fire flows according to standards established by the Kuna Fire District;

3. Construction of the sanitary sewer system, including successful pressure test, television camera inspection, evidence of acceptable pipe sloping, completion of all work within the base of the manholes followed by city of Kuna inspections and approvals.
4. Construction of an all around weather road system subject to the Kuna Fire Chief and Ada County Highway District (ACHD) inspections and approvals.
5. Installation of street signs followed by City engineer, Kuna Fire District and ACHD inspections and approvals.
6. The subdivider shall dedicate all sanitary sewer and domestic water facilities and provide all applicable documentation as required by the city engineer.
7. Construction of that portion of the pressure irrigation system that will be dedicated to the City by the subdivider. Said system shall be tested by the subdivider, and inspected and approved by the City's engineering staff. Under the discretion of the City engineer, the construction of said system, or a portion thereof, may be deferred to a date certain, but in no event, not later than the issuance of the first building permit. Any deferral shall be agreed to by the subdivider and the City, and recorded against the property. Upon completion of the deferred pressurized irrigation system or portion thereof, it shall be inspected and approved by the City engineering staff before the building permit is issued. Under circumstances where seasonal restrictions prevent the total completion of the irrigation system, the City engineer may allow, at his/her sole discretion, those portions of the system under the purview of seasonal restriction to be deferred. Any portion of the irrigation system that is deferred shall be included in the financial guarantee. The City must receive documentation requesting that the system be annexed into the Kuna Municipal Irrigation District if annexation is applicable. All applicable fees must be submitted with the annexation request.
8. Dedicate water rights to the City in sufficient quantities to offset the subdivisions potential water demands as determined by the city engineer.
9. Provide permanent approved perimeter fencing along the subdivisions outer perimeter, [which shall require a building permit.](#)

H. *Method of recording:* After the City Council grants final plat approval and subject to the prepayment of recording fees, posting an acceptable irrevocable guarantee and the inclusion of the following signatures on the final plat, the applicant shall submit the final plat to the County Recorder for recording:

1. Certification and signature of the City Council verifying that the subdivision has been approved;

2. Certification and signature of the City clerk, if required, and the City engineer verifying that the subdivision meets the city requirements and has been approved by the City Council; and
3. Certification of the sanitation restrictions on the face of the plat pursuant to Idaho Code §50-1326.

**Ordinance Section 3. Severability.** If some provision of the law or certain application of these provisions are found to be unconstitutional. The remaining provisions, or the remaining applications of these provisions, will, nonetheless continue in force as law.

**Ordinance Section 4. Full Force and Effect.** This Ordinance shall be in full force and effective from and after its passage, approval and publication as required by law.

# City of Kuna

## PARK STANDARDS AND REQUIREMENTS

### 1.01 INTRODUCTION

The purpose of this document is to establish the minimum criteria and guidelines for the development of a park that is intended for dedication to the City of Kuna. Minimum requirements are established for both Neighborhood and Community Park classifications with common improvement standards and specifications established for both. This document is designed to assist developers, planners, and engineers in the location, shape, amenities, access, linkage, grading, and specifications of the land to be dedicated for park purposes.

The City has the authority to accept or not accept parks based on the distribution of existing parks within the City and compliance with the Comprehensive Plan. All parks to be accepted by the City shall be dedicated to the City.

### 1.02 CLASSIFICATION

1.02.01 Neighborhood Park - Land intended to serve the recreation needs of people living or working within a one (1) -mile area. Neighborhood parks serve as a neighborhood's recreational and social focus. Neighborhood parks shall have an area of five to ten (5-10) acres.

1.02.02 Community Park - Land intended to provide recreational opportunities beyond those supplied by Neighborhood parks. Community parks provide a larger scale of recreational opportunities for the community as a whole. Community parks shall have an area of more than ten (10) acres.

### 1.03 SHAPE

1.03.01 The orientation of both Neighborhood and Community Parks shall conform to the lay of physical boundaries, including street curves, sidewalks, property lines, and waterways. There shall be a minimum of three hundred feet (300') of street frontage.

### 1.04 AMENITY FEATURES

1.04.01 Neighborhood Park - In order to meet the classification of a Neighborhood park the following amenities shall be included:

- Restroom facility - A minimum of one (1) building with a separate Men's and Women's Room. The facility shall be constructed in accordance with the details and specifications provided herein.
- Shelters - One (1) with a minimum area of four hundred square feet (400 sf) or two (2) with a combined five hundred square feet (500sf) for every five (5) acres of park. The shelter shall be constructed in accordance with the details and specifications provided herein.
- Picnic tables - A minimum of four (4) picnic tables shall be provided for every one (1) shelter. The design and number of tables shall be in accordance with the specifications provided herein.
- Playground equipment - A minimum of one (1) playground area with playground equipment.
- Benches - A minimum of two (2) benches for every one (1) playground area. The design and number of benches for playground areas and athletic fields shall be in accordance with the specifications provided herein.
- Drinking fountains - A minimum of one (1) for every one (1) restroom facility. Design and number shall be in accordance with the specifications provided herein.
- Trees, grass, mow strips, planting beds, lighting, fencing, trash receptacles, and drinking fountains. Construction shall be in accordance with the specifications provided herein.

1.04.02 Community Park - In order to meet the classification of a Community park the following amenities shall be included:

- Restroom facility - A minimum of one (1) building per park with a separate Men's and Women's Room. The facility shall be constructed in accordance with the details and specifications included herein.
- Shelters - One (1) shelter with a minimum area of four hundred square feet (400 sf) or two (2) with a combined five hundred square feet (500 sf) for every five (5) acres of park and one (1) shelter with a minimum area of nine hundred square feet (900 sf) or two (2) with a combined one thousand square feet (1,000 sf) for every ten (10) acres of park. The shelters shall be constructed in accordance with the details and specifications provided herein.
- Picnic tables - A minimum of four (4) picnic tables shall be provided for every one (1) shelter. The design and number of tables required shall be in accordance with the specifications provided herein.
- Playground equipment - A minimum of one (1) playground area with playground equipment.

- Benches - A minimum of two (2) benches for every one (1) playground area. The design and number of benches for playground areas and athletic fields shall be in accordance with the specifications included herein.
- Basketball courts - A minimum of one (1) court. The courts shall be constructed in accordance with the specifications provided herein.
- Baseball or softball field - A minimum of one (1) full-sized field for every ten (10) acres. The fields shall be constructed in accordance with the specifications provided herein.
- Horseshoe pits - A minimum of two (2) pits. The pits shall be constructed in accordance with the specifications provided herein.
- Bike rack - A minimum of one (1) bike rack located near parking lot.
- Drinking fountains - A minimum of two (2) with one being located at the restroom facility and the other at a location designated by the City. Design and number shall be in accordance with the specifications provided herein.
- Trees, grass, mow strips, planting beds, lighting, fencing, trash receptacles, and drinking fountains. Construction shall be in accordance with the specifications provided herein.

In addition, four (4) of the following amenities shall be included to meet the standards of a Community Park. The selected amenities shall be approved by the City based on existing facilities.

- Tennis courts - A minimum of two (2) courts. The courts shall be constructed in accordance with the specifications provided herein.
- Volleyball courts - A minimum of one (1) court. The courts shall be constructed in accordance with the specifications provided herein.
- Soccer field - A minimum of one (1) field for every fifteen (15) acres. The field shall be constructed in accordance with the specifications provided herein.
- Skatepark - A minimum of one (1) skatepark. The pits shall be constructed in accordance with the specifications provided herein.
- Frisbee golf course - A minimum of one (1) nine (9) or eighteen (18)-hole course. The course shall be constructed in accordance with the specifications provided herein.
- Dog Park - A minimum of one (1) park. The park shall be constructed in accordance with the specifications provided herein.

- Pickle Ball court- A minimum of two (2) courts. The courts shall be constructed in accordance with the specifications provided herein.
- Bocce Ball court- A minimum of one (1) court. The court shall be constructed in accordance with the specifications provided herein.
- Splash pad - A minimum of one (1) splash pad. The pad shall be constructed in accordance with the specifications provided herein.

## 1.05 ACCESS

In order to meet the classification of a Community or Neighborhood park, the following access to the park shall be included:

- 1.05.01 Pathways - Pathways shall provide access to amenities. Construction of pathways shall be in accordance with the specifications provided herein.
- 1.05.02 Parking areas - Off-street parking areas shall be provided for those people enjoying the park. Construction of parking areas shall be in accordance with the specifications provided herein.

## 1.06 LINKAGE

Effort shall be made to incorporate both Neighborhood and Community parks into the existing infrastructure. Therefore, the following linkage guidelines shall be followed:

- 1.06.01 Pathways - The park pathways shall be designed to match elevation with existing pathways. Pathway widths shall be in accordance with specifications provided herein.
- 1.06.02 Irrigation system - The park irrigation system shall be hooked up to the existing pressurized irrigation system and separate from the subdivisions common area. Community park irrigation system shall be approved by the City Parks director.
- 1.06.03 Sanitary sewer system - The park sanitary sewer system shall be connected to the existing City wastewater collection system.
- 1.06.04 Water system - The Park potable water system shall be connected to the existing City water distribution system.

## 1.07 GRADING

All grading shall comply with ISPWC and American with Disabilities Act (ADA) standards. Grading requirements for specific uses shall adhere to the following table:

GRADING REQUIREMENTS	
Use	Grade
Paving	Shall meet ADA accessibility guidelines
Crusher Fines Paths	4% max
Parking Areas	1%-4% max
Turf & Natural Areas	2% min - 25% max (4:1)
Shrub and Groundcover Areas	2% min - 33% max (3:1)
Mulch Areas	2% min - 33% max (3:1)
Basketball Courts	Drain end to end at 1% for concrete and 2% for asphalt
Tennis Courts	Drain side to side or end to end at 1%, never allow high point at net
Multi-Purpose Fields	2% min to 2.5% max
Baseball/Softball Fields	1.5% for skinned and turf infields, and outfield turf; provide positive drainage away from home plate in all cases
Finish Grade	1" below walks and paving
Pickle Ball Courts	Drain side to side or end to end at 1%, never allow high point at net
Bocce Ball	Drain end to end at 1% for concrete and 2% for asphalt
Splash pad	Drain to center at 1%

## 1.08 SPECIFICATIONS

1.08.01 Baseball fields - The field shall be designed to standard full-field dimensions. This includes ninety feet (90') between bases, a pitching mound sixty feet six inches (60' 6") from home plate, and foul lines a minimum of three hundred twenty feet (320'). There shall be a home run fence with a minimum six (6) foot warming track. If possible, the orientation of the field should be such that the axis through home plate and the pitcher's mound runs north-south.

Dugouts along each foul line are required. Dugouts may be open-air or covered by a roof and may be built of cinder block or chain-link. Benches shall be installed in each dugout and shall be aluminum players' benches (commercial grade). There shall be a minimum of one (1) set of five (5) -row aluminum bleachers (commercial grade) on each foul line.

Fences and a backstop are required and shall be tall enough and wide enough to prevent foul balls from hitting onlookers. Fences shall connect to the backstop and extend beyond first and third base by at least twenty feet (20') to prevent errantly thrown balls from leaving the field. The base path surface shall be made of diamond dust with grading specified in 1.07 and infield shall be grass with a minimum six (6) foot radius of diamond dust around pitchers mound.

1.08.02 Basketball courts - Full size courts shall be fifty feet (50') by eighty-four feet (84') with a minimum of five foot (5') sideline clearance. Backboards shall be fan-shaped, mounted in-ground with a double-rim hoop, and be made of fiberglass. The hoop on a full-size court shall be ten feet (10') from the ground. Court surfaces shall be asphalt or concrete and designed to match grading requirements found in 1.07. If possible, courts should be placed with the longitudinal axis running north-south. The key area, half court, and out-of-bounds lines shall be painted on the court at the standard locations and dimensions.

1.08.03 Benches - A minimum of two (2) benches are required for every playground area and shall be located outside the playground surface area. Additionally, benches may be placed along pathways away from the flow of pedestrian traffic. For athletic fields, refer to individual specifications for each field.

The type of bench shall be wood or metal and approved by the City.

1.08.04 Bike racks -Bike racks shall be in-ground mounted, vandal resistant, and be capable of storing a minimum of eight (8) bikes. The bike rack style shall be serpentine.

1.08.05 Dog parks - Dog parks shall be a minimum of one (1) acre surrounded by a four foot (4') to six foot (6') chain-link or other approved fence with a double-entry gate. The park surface shall be all grass or a combination of grass and wood chips.

There shall be a minimum of two (2) benches and one (1) trash receptacle for every dog park. There shall be a minimum of three (3) pet waste disposal station for every one (1) acre of Dog Park. Parking should be close to the dog park. Wheel chair access is required. There shall be a minimum of ten (10) trees for every acre of Dog Park.

Drinking fountains with dual pet fountains shall be provided at a frequency of one (1) per Dog Park.

- 1.08.06 Pet waste disposal stations - There shall be a minimum of three (3) pet waste disposal station for every one (1) acre of Dog Park. Pet waste disposal stations shall consist of doggie bags and doggie bag receptacles.
- 1.08.07 Drinking fountains - Each restroom facility shall include a minimum of one (1) exterior drinking fountain. In Community Parks an additional drinking fountain is required at a location designated by the City. Drinking fountains along pathways shall not impede pedestrian traffic.

All drinking fountains shall be pedestal type unless used at a restroom facility, in which case it shall be wall-mount. Acceptable pedestal type fountains include square pedestal, round pedestal, and concrete pedestal. All drinking fountains shall be wheelchair accessible.

- 1.08.08 Fencing - Fences shall only be used for athletic fields or where there is a safety issue that cannot be addressed by some other means. Chain link (9 gauge), decorative, and rail fencing is allowed with City approval.
- 1.08.09 Frisbee golf courses - A nine- (9) or eighteen- (18) holed course shall contain disc hole poles, tee signs, and tee pads. Disc hole poles shall be comprised of a center pole, chain holder, and basket. Tee signs shall identify the layout of the hole while also showing distances, hazards, and number of strokes for par. Tee pads shall be made of rubber matting or poured-in-place concrete. Holes should be designed to not impede upon other athletic facilities.
- 1.08.10 Grass - Grass may be either be seed or sod. The grass types shall meet the following blend: 70% Kentucky bluegrass, 20% Perennial ryegrass, and 10% chewing fescue.

There shall be no grass strips less than six feet (6') wide in order to make irrigation more convenient.

- 1.08.11 Horseshoe pits - Dimensions for courts and pits shall be in accordance with the guidelines specified by the National Horseshoe Pitchers Association of America. Based on these guidelines, the dimensions for pits shall be forty-three inches to seventy-two inches (43"-72") in length and thirty-one inches to thirty-six inches (43" to 36") in width. The stakes shall be placed forty feet

(40') apart. Pit boxes shall be constructed similar to the City's existing horseshoe pits.

1.08.12 Lighting - Parking lots, shelters, and restroom facilities shall be properly lighted. Lights shall be LED lights. Fixture types shall be shoe box style. A lighting plan shall be submitted to the City for approval.

1.08.13 Mow strips - Mow strips shall be used to separate lawn areas from natural areas including, but not limited to, ground cover and planting beds. Mow strips shall be made of concrete and be a minimum of six inches (6") wide and eight inches (8") deep with fiber mesh reinforcement. The top of the mow strip shall be one inch above finished grade and be scored at four feet on center.

Mow strips shall be uniform width and design when used between lawn and natural areas.

1.08.14 Parking - Parking areas shall provide access to park amenities. The number of parking spaces required depends on type of amenity. The table below lists the minimum number of parking spaces per amenity:

<b>PARKING GUIDELINES</b>		
<b>Primary Use</b>	<b>Parking Ratio (min)</b>	<b>Parking Ratio (Tournaments*)</b>
General Park Usage	5 spaces per acre	
Multi-Purpose Fields	15 spaces per field	30 spaces per field
Tennis Courts, Pickle Ball, Bocce Ball	2 spaces per court	4 spaces per court
Basketball/Volleyball Courts,	5 spaces per court	10 spaces per court
Baseball/Softball Fields	20 spaces per field	40 spaces per field
Skatepark	1 space for every 600 sf	Same
Dog Park	5 per acre	Same
Playgrounds	1 space for every 600 sf	Same
Picnic Shelters	1 space for every 100 sf	Same
Outdoor Event Facilities	1 space for every 4 seats or 1 space for every 50 sf gross floor area	Same
* Higher range numbers should be used for Athletic Field Complexes that shall need more parking for tournaments		

Parking areas shall be off-street, and located within the park boundary. Parking shall be located, if possible,

near the activity it is intended to serve. The layout of parking areas shall be in accordance with ISPWC and the City Code. Drop off and pick up areas shall be provided, where appropriate. Grading shall be in accordance with 1.07.

- 1.08.15 Pathways - Pathways provide easy access to park amenities and allow places for exercise. There are three types of pathway. Descriptions and requirements for each type of pathway are as follows:

Primary - Provide major circulation routes for pedestrian traffic. Primary pathways shall be nine feet (9') wide to allow access for emergency and maintenance vehicles. Primary pathways shall be made of a two inch (2") layer of asphalt above a six inch (6") layer of three-quarter inch ( $\frac{3}{4}$ ") minus crushed aggregate base. The minimum radius for primary walkways at intersections is twenty feet (20').

Secondary - Provide circulation routes and enhance aesthetic quality. Secondary pathways shall be six feet (6') wide and made of an ADA accessible surface of concrete or asphalt.

Tertiary - Provide access to more private areas of the park with City approval. Tertiary pathways shall be four feet (4') wide and made of an alternative, soft-surface, low impact paving materials such as crusher fines or other porous materials.

Some conditions apply for pathways of all types. All concrete pathways shall be broom finish; all non-concrete pathways shall be weed preventive. Pathways in front of parking stalls without wheel stops shall be nine feet (9') wide. Handicap ramps are required for all primary and secondary pathways. Benches may be placed along pathways as long as the benches do not impede pedestrian traffic.

When a pathway connects to or intersects a street, removable bollards shall be placed in the pathway to allow access for emergency and maintenance vehicles. When a pathway connects to an existing pathway, the width of the new pathway shall follow the guidelines given above.

- 1.08.16 Picnic tables - Picnic tables may be placed in both sheltered and unsheltered areas.

The minimum number required depends on the type of shelter in which it is placed and can be found in

section 1.08.20. Tables shall be a standard eight foot (8') aluminum table or an eight foot (8') wood table.

1.08.17 Planting beds - Planting beds shall enhance the aesthetic quality of the park. Planting beds shall not impede site triangles. Planting bed fill material shall be 2-inch bark or perma-bark. Shrubs, groundcover, and vines should be spaced a minimum of one-half of their mature diameter from all pathways to prevent overcrowding and impeding on pathways. Minimum planting sizes shall comply with the standards set forth in the following table:

<b>MINIMUM PLANTING SIZE</b>	
<b>Plant</b>	<b>Size</b>
Shrubs	5-gallon container
Ground cover/perennials	2-1/4 inch pots

Shrubs shall have a maximum spacing of 1.5 times the mature diameter.

1.08.18 Playground equipment - Playground equipment shall foster physical, mental, and emotional growth through a challenging and entertaining play environment.

Standards - Shall meet the following standards:

- Americans with Disabilities Act (ADA)
- Consumer Product Safety Commission's (CPSC) Handbook for Public Playground Safety
- American Society for Testing and Materials' (ASTM) Standard Consumer Safety Performance Specification for Playground Equipment for Public Use (F-1487), Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment (F-1292), and Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment (F-1951)
- International Play Equipment Manufacturers Association (IPEMA)

Location - Shall be located close to shelters and turf play areas but away from secondary and tertiary pathways.

Minimum equipment - The playground equipment shall include swings, a jungle gym, and slides. The slides located within the Community Park shall be for the age group 3-15.

Surface - Acceptable materials include rubber chips, engineered bark or other City approved materials. The playground area shall be contained by curbs or pathways.

Equipment materials - Materials that get hot during the summer shall be avoided.

Additional amenities - A minimum of two (2) benches shall be located nearby to allow for adequate supervision.

- 1.08.19 Restroom facilities - Restroom facilities shall contain separate Men's and Women's rooms and shall be constructed in accordance with City Code and the following guidelines:

Construction material - Masonry block (split face block) or stick frame construction with metal roof or thirty year (30) architectural shingle.

Dimensions and layout - The layout and dimensions shall be in accordance with the detail enclosed within.

Utilities - For Neighborhood Parks, a minimum of two (2) toilets and one (1) lavatory in Women's room and minimum of one (1) toilet, one (1) urinal, and one (1) lavatory in Men's room is required. For Community Parks, an additional toilet and lavatory for the Women's room and an additional urinal and lavatory for the Men's room shall be provided.

Drinking fountains - A minimum of one (1) exterior drinking fountain.

Color - Specified by the City.

Lighting - An exterior light shall be provided at each restroom facility.

Storage - Additional space for storing supplies and custodial cleaning materials.

- 1.08.20 Shelters - Shelters shall provide a place for groups to assemble.

Number - Neighborhood Parks shall contain a minimum of one (1) shelter for every five (5) acres of park. The shelter shall be at least four hundred square feet (400 sf) (Type A). Community Parks shall contain a minimum of one (1) shelter with a minimum area of four hundred square feet (400 sf) (Type A) for every five (5) acres of park, and a minimum of one (1) shelter with a minimum area of nine hundred square feet (900 sf) for every ten

(10) acres of park (Type B). Type B shelters meet the requirements for a Type A.

<b>MINIMUM SHELTER SIZES</b>			
<b>Shelter</b>	<b>Minimum Size (sf)</b>	<b>Approx. Seating Capacity</b>	<b>Approx. Standing Capacity</b>
Type A	400	12	80
Type B	250	7	50
Type C	900	24-30	180
Type D	500	12-18	100
Seating Capacity is based on number of picnic tables. Standing Capacity assumes 1 person equals 5 square feet.			

Construction materials - Shelters shall be constructed of painted steel structural members and a metal roof and include a concrete slab. Construction shall be similar to the City's existing shelter and be approved by the City.

Location - Near parking areas and restrooms.

Additional features - See figure below:

<b>Shelter</b>	<b>Required Features</b>				
	<b>Picnic Tables</b>	<b>Trash Receptacles</b>	<b>Lighting</b>	<b>Secured Electrical Outlets</b>	<b>Drinking Fountains</b>
Type A	2	1	Y	1	1
Type B	2	1	Y	1	1
Type C	4	2	Y	2	1
Type D	3	1	Y	2	1

1.08.21 Skateparks - The skatepark shall be a minimum of ten thousand square feet (10,000 sf). Ramps, rails, and inclines may be constructed of steel or concrete. Each park shall contain a minimum of two (2) benches.

1.08.22 Soccer fields - The field shall be designed to full-field dimensions. This includes a minimum width of sixty (60) yards, a minimum length of one hundred (100) yards, and a minimum sideline clearance of twenty feet (20'). If possible, the orientation of the field should be such that the long axis runs north-south. Standard eight foot (8') goals shall be placed on each end line. A minimum of two (2) players' benches are required for each field. The surface shall be made of grass with grading specified in 1.07.

Smaller fields may be located in the outfield of softball and baseball fields. The construction of smaller fields is suggested but does not fulfill impact fee requirements unless a full-size field is constructed.

- 1.08.23 Softball fields - The field shall be designed to standard full-field dimensions. This includes sixty feet (60') between bases, one (1) pitching rubber at forty feet (40') and another at forty six feet (46'), and foul lines a minimum of two hundred seventy five feet (275'). A home run fence shall be included with a six foot (6') warning track. If possible, the orientation of the field should be such that the axis through home plate and the pitcher's mound runs north-south.

Dugouts along each foul line are required. Dugouts may be open-air or covered by a roof and may be built of cinder block or chain-link. Benches shall be installed in each dugout and shall be aluminum players' benches (commercial grade). There shall be a minimum of one (1) set of five (5) -row aluminum bleachers (commercial grade) on each foul line.

Fences and a backstop are required and shall be tall enough and wide enough to prevent foul balls from hitting onlookers. Fences shall connect to the backstop and extend beyond first and third base by at least twenty feet (20') to prevent errantly thrown balls from leaving the field. The surface shall be made of diamond dust with grading specified in 1.07.

- 1.08.24 Tennis courts - The court shall be thirty-six feet by seventy-eight feet (36' by 78') with a minimum of ten feet (10') sideline clearance and twenty-one feet (21') end clearance. The net height shall be thirty-six inches (36") at the middle and forty-two inches (42") at the posts. If possible, courts should be placed with the longitudinal axis running north-south. The surface shall be made of asphalt with acrylic layering over the top with grading specified in 1.07. A twelve foot (12') high chain-link fence shall enclose the tennis courts outside the clearance limits. One (1) aluminum players' bench is required for every one (1) court.

- 1.08.25 Trash receptacles - The minimum number of trash receptacles for shelters is found in 1.08.27. In addition, there shall be one (1) exterior trash receptacle for every one (1) restroom facility. There shall be one (1) trash receptacle for every (1) unsheltered picnic table. Exterior trash receptacles

shall be plastisol or thermoplastic ribbed steel with a lid.

- 1.08.26 Trees - There shall be a minimum of ten (10) trees for every one (1) acre in area. Trees shall be placed to prevent undue crowding or trimming. There shall be a minimum of fifteen feet (15') spacing between tree trunks and other vertical objects. Trees placed in turf shall be filled with a four inch (4") mulch base with a forty-eight inch (48") diameter. Minimum planting sizes shall comply to the standards set forth in the following table:

<b>MINIMUM PLANTING SIZE</b>	
<b>Plant</b>	<b>Size</b>
Deciduous shade trees	2-inch caliper
Ornamental trees	2-inch caliper

No evergreen trees are allowed.

- 1.08.27 Volleyball courts - The court shall be thirty feet by sixty (30' by 60') with a minimum of ten feet (10') sideline clearance. The net height shall be eight feet (8'). (Note: Typical sand courts are twenty-six feet three inches by fifty two feet six inches (26' 3" by 52' 6") with nets seven feet eleven and five-eighths inches (7' 11 5/8") tall.) If possible, courts should be placed with the longitudinal axis running north-south. Finished sand grading shall be one inch (1") below turf. One (1) bench is required for every one (1) court.