



OFFICIALS

Joe Stear, Mayor
Greg McPherson, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
MINUTES
Tuesday, October 20, 2020

6:00 P.M. REGULAR CITY COUNCIL

*Per the Order issued by Central District Health on July 14, 2020,
Social distancing and face masks will be required.*

*Due to social distancing protocol,
the Council Chambers Audience Occupancy Capacity is 15.*

***The first 15 persons** who appear, in addition to Mayor, City Council, and staff, will be allowed in Council Chambers. All other persons may access the meeting via Live Streaming.*

Live Streaming Instructions:

Members of the public may watch the October 20, 2020 Council Meeting via Facebook Live. Live feed will start at **6:00 P.M.** on the City of Kuna Idaho Facebook page linked below:
<https://www.facebook.com/CityofKunaIdaho/>

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

Public testimony will be received on the cases listed under Public Hearings within this Agenda. The instructions and options available for public testimony are listed below.

APPLICANT/PUBLIC ORAL PUBLIC HEARING TESTIMONY PROCESS:

Written – Up to noon the day of the Public Hearing

1. Submit any below stated option **prior to noon the day of the Public Hearing meeting.** Late submissions will not be included.
2. Submit testimony via our website on the [Public Testimony Form](#).
Kunacity.id.gov > Doing Business > Forms and Applications > Frequently Requested Applications and Forms > ONLINE Public Testimony Form
3. Submit testimony via email to PublicHearingTestimony@KunaID.gov
4. Submit via mail to:
City of Kuna
Attention: City Clerk's Office
PO Box 13
Kuna, ID 83634

Oral – Via electronic call during the Public Hearing

1. Submit request **no later than noon the day of the Public Hearing meeting.**
2. Email PublicHearingTestimony@KunaID.gov

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

- ✓ Your name
 - ✓ Address
 - ✓ Phone Number you will be calling from to give testimony
 - ✓ Email Address
 - ✓ Date of Public Hearing
 - ✓ Case number or Identification of Public Hearing
3. Watch your email for a reply email with the information to join the meeting electronically. (Check your spam/junk folder as a precaution)
 4. Follow the dial in information.
 5. Call into the virtual lobby a minimum of 5 minutes prior to the meeting.

Oral – In Person Testimony during the Public Hearing.

All persons wishing to testify must, state their name and residential address. No person shall speak until recognized by the Mayor. A three (3) minute time limit will be placed on all testimonies.

PLEASE NOTE: Due to social distancing protocol, the Council Chambers Audience Occupancy Capacity is 15. The first 15 persons who appear, in addition to Mayor, City Council, and staff, will be allowed in Council Chambers.

*If you have questions regarding public testimony,
please call the Kuna City Clerk’s Office at (208) 387-7726.*

1. Call to Order and Roll Call

COUNCIL MEMBERS PRESENT:

- Mayor Joe Stear – In Person
- Council President Greg McPherson – In Person
- Council Member Richard Cardoza – Absent
- Council Member Warren Christensen – In Person
- Council Member John Laraway – In Person

CITY STAFF PRESENT:

- Chris Engels, City Clerk – In Person
- Jared Empey, City Treasurer – In Person
- Bill Gigray, City Attorney – In Person
- Wendy Howell, Planning & Zoning Director – In Person
- Nancy Stauffer, Human Resources Director – In Person
- Paul Stevens, Public Works Director – In Person
- Bobby Withrow, Parks Director – In Person
- Jon McDaniel, Kuna Police Chief – In Person
- Troy Behunin, Planner III – In Person
- Jace Hellman, Planner II – In Person

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:38)

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

A. Regular City Council Meeting Minutes Dated October 6, 2020

B. Accounts Payable Dated October 15, 2020 in the amount of \$1,057,163.16

C. Resolutions:

1. Resolution No. R55-2020

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R90-2018 AND APPOINTING A NEW MEMBER OF THE KUNA ARTS COMMISSION.

2. Resolution No. R56-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC., FOR THE MEMORY RANCH SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution No. R57-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC., FOR THE MEMORY RANCH SUBDIVISION NO. 4 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING AND FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

~~4. Resolution No. R59-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~5. Resolution No. R60-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS~~

~~SUBDIVISION NO. 6 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~6. Resolution No. R61-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~7. Resolution No. R62-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL ID I, LLC, FOR THE WINDFIELD SPRINGS SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.~~

~~8. Resolution No. R63-2020~~

~~A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE "PARK DEVELOPMENT AND CONVEYANCE AGREEMENT" WITH GREGORY AND HEIDI JOHNSON FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE PATAGONIA SUBDIVISION PHASE 6 FOR PURPOSES OF DEVELOPMENT OF A MUNICIPAL PARK (THE "PARK"), WHICH SHALL BE KNOWN AS FITZ ROY PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.~~

D. Final Approval for Case No. 19-09-S (Subdivision) Corbin's Cove Subdivision Findings of Fact, Conclusions of Law, and Order of Approval

Mayor Stear informed Council they needed to make some changes to the agenda. Item 7, Resolution No. R64-2020, needed to become item 7A. Item 4C8 would need to be removed from the consent agenda and become item 7B to receive more information. Items 4C4, 4C5, 4C6, and 4C7 would need to be removed from the consent agenda because those bonds were not submitted.

Motion To: Remove items 4C4, 4C5, 4C6, 4C7, and 4C8 from the consent agenda with 4C8 becoming item 7B under business and item 7 becoming item 7A

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 3-0-1. Council Member Cardoza was absent.

Motion To: Approve the Consent Agenda as amended

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Christensen, Laraway, and McPherson

Voting No: None

Absent: None

Motion Passed: 3-0-1. Council Member Cardoza was absent.

5. External Reports or Requests:

(Timestamp 00:03:46)

Introduction of the new Kuna Police Chief – Sheriff Bartlett

Sheriff Bartlett thanked Mayor and Council for the opportunity to share some exciting news not only with their agency but with the community. Over the last few years, they had a phenomenal police chief in the City of Kuna. That night was about finding the next great successor of Chief Jon McDaniel. The City of Kuna had a great track record with the police department and Sheriff's Office. They started their contract in Kuna 22 years ago. Since then they had a great relationship with the community, schools, City Council, and Mayors. That night they were taking it one step further by promoting their next Chief of the City of Kuna.

Sheriff Bartlett introduced Mike Fratusco and shared a brief history of his career. They were excited about the experience he brought to the position. As the Kuna Chief of Police, he would work hand in hand with their department; not a small task. He would manage twelve patrol deputies, many of which were present to share in his success, two patrol sergeants, four detectives, and an administrative assistant. It was his honor to present Mike Fratusco as the new Kuna Police Chief.

Chief Fratusco took the oath all Sheriff's Office employees took.

Sheriff Bartlett invited Chief Fratusco's wife forward to pin on his badge. He shared he had thoroughly enjoyed the relationship between the Ada County Sheriff's Office and the City of Kuna. They had oral boards the last week and had a number of very qualified candidates to take on the position. After great discussion with Mayor Stear, they decided Mike Fratusco was the person to lead this agency into the coming years. He thanked Council for their trust in the Sheriff's Office to provide the community with the high level of policing services that they loved to do. They looked forward to an even longer relationship with the City into the future.

Chief Fratusco appreciated the opportunity. He stood in front of Council approximately two years prior and told them his goal was to be the Chief of Police in Kuna. He worked hard towards that goal with the help of the people he worked with, his family, and Chief McDaniel, who mentored him. Chief McDaniel was one of his first sergeants he worked for when they worked for the City of Eagle. He worked for him for approximately six years and was assigned in Eagle with him, Captain Dusseau, and Sheriff Bartlett. They worked together very closely and built good relationships. He knew Kuna was losing Chief McDaniel but he guaranteed he would keep up what Chief McDaniel was doing and would forge forward in this community. Going back even further, Council Member Laraway was his Coast Guard

recruiter in 1993. He was able to work alongside him when he was working for the Sheriff's Office. Chief Fratusco would always be available and open just like Chief McDaniel was. He promised not to miss a step when he took over.

Mayor Stear thanked Sheriff Bartlett for allowing him to be part of the process for selecting the new chief. They had great candidates but it was hard to overlook the heart and passion of a man like Mike Fratusco. He shared, when he first became Mayor, one of the biggest problem areas in the city was the skate park. It was very frustrating. There was not much that could be done about it. Things were out of control. He thought about having it taken down and buried, it was that bad but, realizing that wasn't a great option, they forged forward. Mike Fratusco took that under his wing. A couple of months after he started working that area the City stopped hearing complaints. He had gone down there and started working with those kids. He gained their trust and made a great impact on some young peoples' lives. He thanked Chief Fratusco for that and knew that was what he would continue to do while he was there. He appreciated it and was looking forward to the opportunity. They would do good things together.

Mayor Stear moved on to a presentation for Chief McDaniel. It had been a great pleasure to have him as the Chief of the City of Kuna. Chief kept him posted on things all of the time that he may or may not hear about. No one liked to get blindsided and Chief made sure he wasn't. There were at least a couple of times major incidents went down in Kuna that could have gone really bad but because of the Police Chief, the Sheriff's Office, and other police agencies and the relationships they all had together, those situations were handled the best they could be without losing any citizens. It was just one of those relationships where you could sleep at night knowing you were in good hands. He appreciated all of Kuna's officers greatly. He would hate to lose more than a couple at a time. They would miss Chief McDaniel a lot but he was glad to keep everyone else there. He presented Chief McDaniel with a photo book created by the Clerk's Office and other city staff. It highlighted a lot of pictures and comments from City Staff on appreciation for him and what he had done for the city. He would be missed. He thanked him for his service.

Chief McDaniel said thank you. It had been an absolute honor to serve as Kuna's Chief and the fine deputies he got to work with. This town was so patriotic. Every part of his heart was so thankful to have that privilege. He would miss it. It was an emotional moment. He had been doing this for 27 years but Kuna was in better hands with Mike Fratusco. He had a heart as big as this town and it would come out immediately. He was very excited for the future.

Mayor Stear shared Chief McDaniel would be around a little longer. They weren't losing him that night. He thanked Sheriff Bartlett again for taking the time to be there. He knew he was busy. He also thanked the Kuna police officers again. He said he couldn't thank them enough. They did a fantastic job. they always worked to help people instead of causing them problems. It was a great and patriotic community and that was in great part due to the way the police treated them and worked with them. He appreciated everybody.

6. **Public Hearings:**

Due to current health precautions associated with the Coronavirus, the City of Kuna is providing alternative ways for the community to submit comments at public hearings. To learn more about the process for written and oral testimony please follow the directions above or call the City of Kuna Clerk's Office at (208) 387-7726.

- A. *Public Hearing tabled from October 6, 2020* and consideration to approve Case No. 20-01-S (Preliminary Plat) Fossil Creek Subdivision – Troy Behunin, Planner III and Jane Suggs, Applicant **ACTION ITEM**
(Timestamp 00:20:00)

Applicant, Gem State Planning, LLC, requests preliminary plat approval to subdivide approx. 66.75 acres into 283 total lots. The proposed gross density is 4.07 DUA (Dwelling Units/Ac.) with 12.6% usable open space for a total 8.4 acres (ac.) of open space. This is a revision to a previously approved pre plat site plan. The site is near the Southwest Corner (SWC) of Deer Flat and Ten Mile Road. Kuna, ID 83634; within Section 22 T2N, R1W, B.M., APN No's: S1322212401, S1322120900, S1322121200 and S1322121300.

Planner III Troy Behunin updated Council on the project. It involved four parcels already included in Kuna city limits. They were listed in the packet and shown on the map. It was currently zoned R-5. It was zoned back in 2003 with the original pre-plat application. It was a medium density residential zone. R-5 zoning did not exist anymore. That was why it looked a little unfamiliar. He reviewed the staff report and stood for questions.

Mayor Stear opened the public hearing. Some people had signed up to testify. He asked if there was anyone who didn't sign up that would like to testify in this matter.

There were none.

Support:

Jane Suggs, Gem State Planning, 9840 Overland Road, Boise, Idaho 83709, was representing Fossil Creek and Trilogy Development. She thanked Mr. Behunin for his overview of the project. She stated they designed their project to meet all of Kuna City Code for a preliminary plat with a current zoning of R-6 and they did agree with all of the conditions of approval in the staff report. They appreciated the Planning & Zoning Commission giving them a unanimous recommendation of approval.

Ms. Suggs reviewed, as Mr. Behunin explained and was noted in the staff report, Fossil Creek was originally annexed, zoned, and subdivided in 2003. That plat expired. A new plat and traffic study were required so the plat could meet current requirements, like the new open space requirements, and the traffic study could reflect ongoing traffic as opposed to 2003. The updated plat eliminated some very long cul-de-sacs and provided quite a bit more open space, amenities, and pathways. The updated preliminary plat had 272 single family homes with a density of 4.07 dwelling units per acre. That was in keeping with Kuna's medium density. In fact, it was on the low end of that. The lots

closest to the park along Deer Flat were smaller lots at about 4,500 square feet. Along the south boundary there were larger lots. They had lots that ranged as high as 1,300 square feet. Their average lot size was 6,935 square feet. Their landscape plan included 8.2 acres of usable open space; not including the street buffers or end caps throughout the project. There was a five-acre park with a playground, covered shelter, and half basketball park. An additional two and half acres of open play area was on the east side of the property next to the Ramsey Lateral and there were pathways and sidewalks that connected all of these open spaces. They were building their streets to ACHD and Kuna standards and providing stub streets to connect to potential and existing development.

Ms. Suggs stated their students would attend Crimson Point Elementary, Kuna Middle School, and either Kuna High or Swan Falls High. It would take about five years to build out Fossil Creek. They heard from neighbors who were quite concerned with traffic on Deer Flat and Ten Mile. These were arterial streets that were expected to carry the bulk of the traffic in the valley. She noted ACHD just voted on their integrated five-year work plan which showed school zone beacons at Ten Mile and Boise near Kuna Middle School. It looked like they would be installed in 2022. A single lane expandable roundabout at Ten Mile and Deer Flat in lieu of a traffic signal would improve traffic flow was to be designed in 2021-2022 with right-of-way acquisition in 2023 and construction in 2024. She thought that was good news to know ACHD was looking at those areas and improving traffic flow.

Ms. Suggs concluded their preliminary plat would improve the street network, add pathways and open space, and provide homes within walking or biking distance from elementary and middle schools as well as downtown Kuna. It was designed to meet all subdivision codes and they agreed with all of the conditions of approval. She knew there were some concerns with sewer around Kuna. Their sewer connected to a trunkline in Thistle Drive that flowed to the Crimson Point Lift Station. They stood ready to assist the City of Kuna in any way they could to make sure the sewer issues were handled. She knew the City had been having those conversations. They respectfully requested approval and thanked Council for the opportunity to speak. She stood for questions.

Council President McPherson said some of the ditches weren't shown as connecting in the phases. He thought Phase 5 would be the southeast section of the project and, if that was going to continue to be farmed, ditches two and three needed to stay connected or else Phase 2 would be under water.

Ms. Suggs was aware of ditches running through the property because it was an agricultural piece. She did not know the intentions of the owners to farm as they began construction. There would hopefully be some construction sooner rather than later because the Ramsey Lateral actually ran along the east side and the north side. They had to pipe part of the Ramsey in order to put the street in. She knew that would happen when the design was approved by ACHD. That would be a little piece of construction on the northeast corner. They would begin construction on the southwest side. That was where their sewer came through. Phase 1 would start there. Phase 2 would move to the east. Phase 3 was down along the south side. She wasn't sure what exactly the question was, other than if it continued to be agriculture, they would need to maintain ditches. She

wasn't sure that it would continue to be farmed during construction time for accessibility. Certainly, they wouldn't create any problems for farmers if they needed that water. In fact, it was state law.

Council President McPherson said that was just a drain out there. He shared he had a little first-hand knowledge of that property. His dad farmed it. He was just curious because it never showed on anything where it made a connection to anything.

Ms. Suggs apologized for not knowing that.

Council President McPherson said it was okay. He was just pointing out it would be a huge mess.

Ms. Suggs was certain that was something for when they looked at their design and construction drawings. She would also be sure to make their engineers aware of it. There was quite a bit of pre-engineering but design and phasing hadn't been worked out yet.

Council Member Christensen noted this development would put the lift station over capacity. She had stated they were ready to help in any way possible. He asked what that meant.

Ms. Suggs explained someone needed to determine what the solution was. The applicant didn't do that. The City's engineer and consultants were looking for options. They didn't know what all of the solutions were. They had mostly been talking about the other side of Meridian Road for sewer because of the issues with the Patagonia and Danskin systems but, they knew the Crimson Point system had some issues too. They weren't there to tell the City what to do. They were there to help when the solution was determined and everyone had looked at all the options whether that meant putting up money or doing actual construction for additional piping or something. She was representing Trilogy. This property was owned by Corey Barton through Viper Investments. They loved Kuna and they were not going to go away. They would continue to help make this a great place to live.

Against:

Clare Marsala, 2150 West Secluded Court, Kuna, Idaho 83634, stated their property was adjacent to the proposed subdivision. As a lay person who was unfamiliar with the way city planning worked, she wasn't trying to be factious, but asked a question she really wanted an answer to. She wanted to know if the purpose of the meeting was to decide to approve or not approve the subdivision. There were signs put up to alert the community there would be meeting. Then they would come and sign up or write letters sharing their concerns. She asked if the Council ever said no to a subdivision in Kuna because it didn't seem like it. It was so over crowded. The schools were over crowded. They could hardly get out on their road in the morning. She couldn't imagine, even with a roundabout, if there were a possible 300 homes and maybe 600 more cars plus Corey Barton was still developing Crimson Point. There were a ton of houses going in at the end of Deer Flat. If

Council had never been to that intersection in the morning, she pleaded that they please go visit. It was nuts. She asked again if they ever said no.

Mayor Stear replied yes. They recently said no on a very large development but it was one they could control. It wasn't annexed so they were able to stop the annexation. The problem they had a lot of times were because when the waste water treatment plant was built there was an LID formed. The economy tanked. That was going to be sold to private ownership because there was no way to pay for it. The City worked a deal with Key Bank in order to sell those EDUs. They were required, in order to not breach that agreement, to sell sewer connections and, as long as people who bought properties followed the laws and the rules, it wasn't fair for the City to tell them they couldn't.

Mayor Stear added the issue was growth at the rate it was happening was creating problems with back logs on the need for infrastructure as far as roads and highways and issues with water and sewer. The waste water treatment plant took care of a lot of that. Had that not been built, the City would've had to bond for it to make that happen because the old plant would not have met DEQ requirements. It was a necessary thing. They weren't having to pay taxes on it or bond for it because it was already built but, the agreement with Key Bank was key in order to pay for that treatment plant. They had a ways to go with that. A lot of these properties were annexed before the economy tanked, so there were plans on all of those things happening. When new ownership took over those properties, they had rights to utilize those properties for development and to make money on them. It was what they did. Council wasn't necessarily comfortable with growth at the rate it was happening but, there were certain things they couldn't control. The reason for the public hearings was to take care of issues that might have a harmful impact on a neighbor such as the applicant suggesting they move some stub streets because of issues. They tried to resolve those.

Mrs. Marsala said they only moved it one lot so, it still went through the middle of their property. If a street ever went through, it would cut their property down the middle. She asked if Council could ever say they would let someone build houses but they had to have acre lots; especially when backed up against five acre lots like the ones on their road. They jammed Sego Prairie in years ago. She thought the City Council at the time didn't even know Secluded Court was there.

Mayor Stear explained they were following the rules of the comprehensive plan which said they could have up to eight per acre. They were back to four. They were trying to compromise to make things a little less impactful.

Mrs. Marsala suggested Corey Barton build a school once in a while.

Mayor Stear said that would be nice.

Mrs. Marsala thanked Mayor Stear.

Mayor Stear appreciated the question. It wasn't always comfortable for Council to approve things. One of the hardest things was sitting in those seats when the people in the

audience were glaring at them. They knew they wanted them to say no but, they took an oath to follow the laws. He knew the Marsalas were longtime residents and he appreciated their comments and thoughts.

Council President McPherson added, if ACHD didn't submit something back that said a road was overcrowded but said it was fine, it was no reason for denial on Council's part. If ACHD would step forward and say a road couldn't handle that kind of traffic, it would give Council grounds to deny or have them readjust lot sizes. When they stamped approved, it tied Council's hands.

John Marsala, 2150 West Secluded Court, Kuna, Idaho 83634, had lived in Kuna for almost 30 years. He raised two boys here and thought he had coached every young adult that was 30 to 40 years old. He shared his coaching experience in Kuna. Young adults and families he ran into were discussing the growth in Kuna. In regards to Fossil Creek Subdivision, when proposed back in 2003, Crimson Point and all the fourplexes and apartments had not been established. On Ten Mile Road, the half mile between Ardell and Boise Avenue had five intersections, five side streets, a hawk light for crosswalks, and Initial Point High School and Kuna Middle School. The time between 7:00 A.M. and 9:00 A.M. was ridiculous. They couldn't even get out of Secluded Court to make a left-hand turn to go north. The traffic was backed up from Deer Flat to Initial Point High School and vice versa. The cars that wanted to turn left into the high school couldn't because the traffic going north was backed up. When they came to that intersection from Secluded Court, they couldn't turn left. They had to go right to go down to Boise Avenue. That was how congested the traffic was. With the Deer Flat Intersection being overutilized, like his wife said, he didn't think a one-way roundabout would be sufficient enough to handle all that traffic; especially with all the other subdivisions coming on line on Ten Mile Road beyond Ardell. Eventually, when Ardell was punched all the way through to Linder, it would become a very busy intersection. He also had watched school buses come up to the intersection of Secluded Creek Estates and the Initial Point High School to pick up kids in the morning. They stopped right in front of that street and the Initial Point parking lot. Cars would make left hand turns in front of the buses with the kids approaching the school bus from the curb. That was how dangerous it was at that time. Kuna Middle School brought all their buses at the same time to drop kids off and exit Kuna Middle School. It was very congested. It was a two-lane farm road. It had not been approved for all that extra traffic coming in from Discovery Creek, Crimson Point off Ardell, and people who cross Ten Mile to make a left to go north. They were crossing traffic to go north. It was very, very dangerous and, with the kids and the school buses, it really needed to be looked at. It was the same in the afternoon.

City Clerk Chris Engels notified Mr. Marsala his three minutes were up.

Mayor Stear allowed him to wrap up his testimony.

Mr. Marsala restated it was the reverse in the afternoon. Kids walked from Kuna Middle School to Initial Point High School. Their parents picked them up in that parking lot because it was so congested at the middle school. That plugged the traffic up again at the high school for traffic trying to get out to go north or south. With 283 houses and the rule

of thumb of two cars per household, that was almost 600 cars that would affect those roads. In regards to Secluded Court, they felt their concerns had been minimized. He gave the example of the stub street that had been moved one lot over. There would be a structure on the other side of the fence; a bollard or some sort of structure that had a dead-end sign on it. Kids would climb on it and jump the fence to cross their property to get to school or town. They were already experiencing that with people crossing their pastures to go fish. They were concerned about the stub street and wanted it deleted just like the stub street was deleted on Sego Prairie behind the Jordan's property. Also, the dust. When they did the underground work, they would take all the top soil up and put all the underground work in. It would turn into a dust bowl. They were concerned about the three in ground swimming pools there that would collect all the dust. Also, the irrigation water box, Ramsey 577. The neighbors beyond Ramsey had their water box torn up twice when Crimson Point was being done. He had 104 trees on his property. They needed water during the summer. If they didn't get water, they would become stressed. He was concerned about the box being torn up on Ramsey and his trees not getting proper water.

Mayor Stear noted there had been some issues with developments causing problems for neighbors. He thought they were doing a better job of keeping an eye on that and making sure things that happened were taken care of. They had made some internal process changes that had made things a little better. They watched a little closer on the dust control and that type of thing.

Mr. Marsala shared he and Mayor Stear had known each other for a long time. Their sons played football together in high school. In regards to irrigation, Ms. Suggs went to his property and he showed her how the water flowed. It flowed northwest and the runoff flowed down to a collection pond. They didn't have the resources, an earth mover, dozer, or any of that stuff, to level that dirt out or the lay of the land to stop that water from collecting there. He had put in a ditch on his property across his property line to the irrigation ditch on Secluded Creek. The Henses had done the same as well to drain some of that water off but they couldn't bring that elevation up to stop the water collecting. They were concerned about how that would be fixed. He was not there to say no. He just wanted all of their concerns to be addressed.

Mayor Stear responded, on a lot of stuff like that, they would work with them. If nothing else, the public works department would take a look at things to make sure the issues that needed to be addressed were. They would do the best they could.

Mr. Marsala didn't want walls put in that would flood out his neighbors behind him.

Mayor Stear asked if there was anyone who did not sign up wanted to.

Neutral: None

Rebuttal:

Jane Suggs, Gem State Planning, 9840 Overland Road, Boise, Idaho 83709, representing Fossil Creek, confirmed, as Mr. Marsala said, she visited the site before the neighborhood

meeting. He gave her a list of concerns and she tried to address them. Some of those were concerns that would be handled as they moved through the construction drawing process so the details would be worked out. She thought there was some concern about the property boundary not being exactly where the wire fence was. They would have a survey. They had already had a survey. They would not build on anyone else's property. They did move the stub street over but, they did have to maintain some separation from adjacent streets that were coming off the same east west street just north of Mr. Marsala's property. At one point it was right in the middle of his property but they moved it over some. It would not be a street through his property. It would be a vinyl fence that would run along the whole southern boundary of the property. There would be a street that ended there. Just like any stub street, they had to take it to the property boundary fence line. She would accept a condition added that the sign would be on the fence and situated in a way that did not provide an opportunity for kids to climb the fence. They would work with Mr. Marsala to make sure there wasn't some opportunity there.

Ms. Suggs said, in regards to dust, it was an issue that came with construction. This was an agricultural area that was plowed every summer so she assumed dust had been an issue in the past but, they did have technology and techniques. As the Mayor said, a little closer watch on many of these projects would require watering on the site. As for the irrigation box, she didn't know of any reason why they would be tearing up an irrigation box or having problems with irrigation. There was a state law that required they maintain irrigation throughout the irrigation season and they did their best, if they were doing work around or near an irrigation system, to do it before the water was in the system. It was a well-known fact for their engineers. She knew they had talked about this before. Currently, there was irrigation for crops. When they didn't farm that, there would be a pressurized irrigation system that sprinkled the yards and common spaces. She didn't think that would create a runoff issue. They would work with Mr. Marsala and all the neighbors that backed up to this property. They didn't want their water to runoff onto his property and they didn't want his water to runoff into their yards. That would be worked out as they graded the site and they would make sure any irrigation system that ran along the south property boundary was piped in or that plenty of opportunity was made to keep that water maintained. She didn't think they could not put in the stub street because they were required to by ACHD. She stood for questions.

There were none.

Ms. Suggs thanked Council for the opportunity to speak that night. She hoped their plat would be approved and they would then move forward with the construction drawings that had the details.

Mayor Stear confirmed Mr. Marsala had Ms. Suggs' and the City's contact information. He asked that they let the City know if an issue arose. They didn't want things to happen to other people's property during development.

Someone responded. (*unintelligible – off mic*)

Mayor Stear asked Planner III Troy Behunin about a secondary access brought up by Fire and if it had been resolved.

Mr. Behunin responded the Kuna Rural Fire District was concerned about having too many houses in one phase without a secondary permanent access. They were willing to work with temporaries if a phase two was coming along that would take care of that. They'd had that discussion with Ms. Suggs before. He believed they were prepared to follow all of the fire district's guidelines and requirements for secondary access. He did not think there was an issue at that time. He thought it was just preemptive on the fire chief's part.

Mayor Stear said the rest of their comment looked like it had to do with hydrant placement and the normal things.

Mr. Behunin added, when it came in for plan review for the first phase, if they didn't have what was necessary, the chief would get another look at it as well as Planning & Zoning and the City Engineer.

Council Member Christensen said, when they approved a preliminary plat, he heard things would be taken care of in the next discussion a lot. He asked if there was a reason they didn't approve plats with these things already in place. It was like they were saying they would approve but they would take care of things like sewer, secondary access, and those types of things in the future. It was like they were approving a subdivision and solidifying the details later.

Mr. Behunin clarified Council Member Christensen asked if they were kind of just kicking the can further down without any checks and balances. To answer his question, the preliminary plat, as it was approved in whatever form, for this subdivision, the next one, and all the past ones, was solidified. That was what staff used to gauge all of the final plats in each of their phases in the future. Speaking about this particular one, but it applies to all preliminary plats, the secondary access had to be met. This preliminary plat did show three points of access to one subdivision and two spots on Deer Flat. They weren't going to build all of it at one time but, it was up to the developer to ensure they phased it correctly to follow those secondary access requirements. He believed this phasing plan did follow that. If they did see discrepancies, such as how could they achieve secondary access, now was the time to say they needed to do that. However, this preliminary plat did indicate there were different points of connection where at some point they would achieve secondary permanent access. The same went for utilities. The developer had to put in a preliminary utility plan. Then, when they went for development for the first phase, they had to have sewer water and pressurized irrigation. They had to follow the rules from the beginning. They had to know the whole picture before starting on Phase 1. It was a methodical thing. It sounded like they were kicking it down the road but they really weren't. Those things were already in place. They had to follow exactly what the City Engineer authorized or required them to do.

Council Member Christensen understood that. He didn't understand why these things weren't in play before the initial review to say they knew at full build out they would be

over capacity on EDUs. Right now, from what he gathered, they were putting conditions that said okay but, before they actually started building, they would make sure the City Engineer had a plan in place so they didn't go over EDUs. They didn't have any of that. What they were saying was that comes further down the road, when they were ready for the build and the phasing.

Mr. Behunin replied some of it was left to future things. City Engineer Paul Stevens could probably articulate it better than he could. All Mr. Behunin knew was, for each subdivision, when Ms. Suggs brought in a final plat subdivision, if they didn't have sewer capacity, they wouldn't get a will serve letter for each phase from Mr. Stevens. Staff held their feet to the fire by saying they couldn't get a will serve letter and therefore no final plat and no houses. If there was a problem, the developer was required to come up with a financial repair or construction that needed to take place. It was much like what happened with Corbin's Cove. On paper it looked like the City was out of EDUs. They went back and reviewed it. They re-reviewed it and found they actually had something. While things looked like they might not fit, the only way to know was to test it. As for secondary access, they provided what the fire department would approve.

City Attorney Bill Gigray stated, in regards to capacity and will serve, what was discussed with Corbin's Cove was, at the time the preliminary plat was being approved, if a will serve could not be done, there be a condition that they could not submit a final plat until the City had the ability to serve the lots. He thought that was the course they were working on. He wasn't sure if that was the situation in this particular case but, if they didn't have the capacity and it couldn't be guaranteed at that point, that was a good condition to have. The way they worked it out before was, if the City still could not, at the end of the two-year period when they had to submit a final plat, issue a will serve because of capacity issues, it would be reasonable grounds to request an extension of time to file the final plat.

Motion To: Close evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion:

Council Member Laraway recused himself because he voted on this application as part of the Planning & Zoning Commission.

Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

Council Member Christensen appreciated Mr. Gigray explaining everything with that. As a Council they all had to take to heart what everyone said and look at things. He read a quote from ACHD on page 39 of 158, exhibit B2, in staff comments and recommendations. "Staff has reviewed the submitted traffic impact study (TIS) and generally agrees with the findings and recommendations. The TIS identified that the roadway segment of Ten Mile Road between Ardell Road and Hubbard Road is expected to exceed ACHD's level of service

planning thresholds as a 2-lane minor arterial for the 2025 full build out traffic conditions for the A.M. peak hour, but meet the thresholds for the P.M. peak hour.”

Council Member Christensen noted PM peak hours were rated as D already. So, it was great that it met recommendations and it was rated as D but, it was going to be over capacity at full build out for morning conditions. This segment was listed in the CIP to widened to three lanes, which was great but, that wasn't until between 2031 and 2035. ACHD went on to approve it after that, which they approved on their own terms and reasons, but that didn't take away from the concerns the Marsalals brought up about morning traffic and the safety related to it. What they were seeing on that stretch of road was plots of ground with houses, apartments, and townhomes going up as they spoke. The roads were already graded at a D level for P.M. peak and over capacity for morning peak with just this subdivision but, nothing would be done until 2031. Those safety concerns were incredibly warranted and ACHD said themselves it did not meet the threshold at full peak. They've recommended something they said doesn't meet the threshold with nothing being done for another ten to eleven years.

Council Member Christensen said, when talking about the safety side of things, the schools, the roads, and being unable to keep up with the growth they currently had, that was concern enough for him to look at this in a bigger picture and take ACHD's words directly and say they've even said this doesn't meet the service planning threshold. They already rated it as a D but, that didn't account for the bare land with the subdivisions going up in that stretch. That will change this subject as they were phasing. These were things that were always looked at and he understood that but, they as a Council were asked to look away from that because at the bottom line it said ACHD recommended it. He had to take ACHD's words to heart that say this exceeded their service level of planning and they couldn't do anything about it until at least six years after full build out. If there was a legal stance that was against that, he needed to know, because that right there was counterintuitive. He asked if they were following ACHD and ignoring what they said about the roads because they recommended it.

Council President McPherson got what Council Member Christensen was saying. He had been down that road at that time of day. It was a disaster but, counsel could correct him if he was wrong, if ACHD approved it, even if they said it was wrong and approved it anyways, Council did not have grounds to not approve it.

Mr. Gigray said, in his view, they had the right to seek subdivision approval so, the issue was if it met the City's standards, the requirements of the City under those standards, and the zoning requirements of the zoning law it was under at the time of annexation. If it met those standards, and he understood the staff report said it does, they would need to find some violation. If there was an issue of capacity to serve this with sewer, water, or whatever service of the City, he recommended there be a firm condition in any approval of any preliminary plat like that. He thought there were ways of dealing with that and what Council Member Christensen was concerned about by having some firm conditions before final plat. It was a way of administering this so applicants, as their preliminary plats were being approved, could be in line, even though they had a capacity problem. That way, once the City had the capacity, they could move forward with their final plats. He thought that was a good way to manage those issues. Now, if they were looking at total overloads, he thought

they would be looking at moratoriums. There were limitations on those and how long they could go and they would want to coordinate with other agencies before heading down that road. He reminded Council ACHD had plat authority. It could not be approved unless they approved it. They had to sign off. If Kuna was in Canyon County, the Council would sign off roads and streets issues. ACHD would worry about access permits to their roads and streets and the capacity of their roads and streets which was usually part of their standards when they did their staff reviews. If Council felt there were terrible capacity problems with ACHD and ACHD standards were not taking in to account the impact that was going on, in his opinion, the best approach there was to deal with ACHD and their standards with some potential modifications of those standards so these issues could be addressed in that process. He thought Council was right it what they just asked him.

Mayor Stear added that was very true. ACHD was policy driven. They followed their policies very closely. Something they were seeing there was growth at the rate it was happening was making it hard for impact fees that were collected to keep up with the infrastructure that needed to be put in place thereby creating a lag time. They would build it. Then it would get to busy so they would shut it down to fix it. It was a problem they had to deal with.

City Clerk Chris Engel shared a texted response from a representative from ACHD. They indicated, in response to Council Member Christensen, this did include the adjacent approved and planned development. The text came when they were discussing the comments made on their response.

Mayor Stear said the biggest problem was growth at the rate it was happening. It was happening all over the Treasure Valley. He did not think ACHD did a bad job or anything like that. They were all experiencing something. Their policies worked well in the past but, the way things were going so fast, it was hard for everything to keep up and keep things moving like they were used to. Build out on some of these projects usually took quite a few years but, now they were moving through a phase or two in a year. It just wasn't normal. They were selling houses quicker than they could build them. They were just at the point where they had to make sure they were keeping up in regards to public works. With sewer capacities there was a long-term plan. As things built out and the pipelines increased, they needed to either increase the size of the lift stations or add pumps. Whatever the case may be. Those were all in the plan. They might not be in place at the moment because the project had to happen before they could increase the capacities. He didn't think anybody was being caught by surprise. The problem they were running into though was project costs. What used to cost a million dollars now cost two million plus. All the contractors were really busy so they could charge what they wanted. That didn't work well for government entities. They would just have to continue to plug along and public works was working on plans as things came through. They were getting there. That was one issue they could not get behind on. They couldn't wait until a sewer line was to full to shut it down and build another. That didn't work in this process. Those had to keep up. He thought perhaps any kind of a draft agreement at the end of any subdivision should require that, before final plats could be signed off, sewer capacities had to be met and whatever intervention needed to happen. It could be a standard they put

in their Findings of Fact and Conclusions of Law and approval. He asked if Ms. Engels had any other comments come in.

Ms. Engels had another comment from ACHD. They were happy call in and field any further questions.

Mayor Stear asked if anyone had any questions for ACHD.

Council Member Christensen said it would be great to have someone answer why they would say they were going to be over capacity on something but still move forward with an approval without any plan for another six years after full phase build out.

Ms. Engels got the ACHD representative Kristi Inselman on the phone.

Council Member Christensen said in their report they mentioned they generally agreed with the findings and recommendations of the TIS. The TIS did identify the roadway segment of Ten Mile Road between Ardell Road and Hubbard Road as expected to exceed ACHD's level of service planning thresholds as a two-lane minor arterial for the 2025 full build out. It went on to say that segment was listed in the CIP to be widened to three lanes between 2031 and 2035. He asked, if this was something that exceeded ACHD's level of service planning threshold at full build out and wasn't in the plan to be touched before 2031 and 2035, how could they justify the recommendation to still build something like that.

Ms. Inselman replied, when they had a development come in and do a traffic impact study, they required them to evaluate their development in addition to any approved developments in the area that were either under construction or recently approved as well as any developments that were coming down the pipeline that might not have approval yet. They had to take those into account whenever they did a traffic impact study. When someone came in with a roadway, such as Ten Mile, that, with their full build out, would be over capacity, if that roadway was identified in their capital improvements plan, ACHD would collect impact fees from them to widen the roadway so they couldn't require them to widen it as part of the development. She asked if that helped.

Council Member Christensen said it certainly helped but, they were looking at a six-year period after full build out that it would be over threshold capacity.

Ms. Inselman said sometimes there was some lag. Funding was always an issue so they couldn't always go in and get the roads widened as quickly as they wanted to. They did collect the impact funds that they matched with their general funds to come back and widen those roadways. That roadway was currently serving at better than the level of service D and for a two-lane arterial roadway they did an acceptable level of service at E.

Council Member Christensen thanked Ms. Inselman.

There were no other questions for Ms. Inselman.

Mayor Stear thanked Ms. Inselman.

Council President McPherson asked if that helped Council Member Christensen some.

Council Member Christensen said it did. They were in a position that made it near impossible sometimes looking at what they knew was right and what they knew they had to do. In regards to schools, he said they knew what position they were in. They were at capacity. They did not respond to this but, they'd had enough responses to understand where they sat with capacity levels. It always seemed at the end of their comment they would say when something was at full build out, they would be at or above capacity and would have to build more schools. It was hard to hear time and time again they knew they were growing too fast, building too fast, the roads were dangerous and packed, and the schools are full but, it was okay because upon full build out they would have to go this way and this way and do this with utilities, schools, sewer, roads, safety, or whatever it may be. It made it hard for the community to understand where Council's hands got tied.

Council President McPherson understood. He got chewed on all the time for stuff. He was sure Council Member Christensen did too.

Mayor Stear asked if Council Member Laraway wanted to make a comment. He could make a comment without voting.

Council Member Laraway had no comment.

Council President McPherson said it was unfortunate. They knew the roads were congested and needed work. They were given an explanation as to when and somewhat of how it would take place. Of course, they would like to see it done quicker. If the road was at a D level, as stated by Council Member Christensen, it was unfortunate they couldn't do something to get it higher but, it wasn't in their realm. Their realm was to look at everything the applicant and the people went through to get a piece of property to where it was at the right way. Based on that they had to push forward with it. They had no legal bounds to say no at that point.

Motion To: Approve Case No. 20-01-S (Preliminary Plat) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the council packet and note Council Member Laraway abstained from voting and Close the Public Hearing.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

Mayor Stear asked, since Council Member Cardoza was absent and Council Member Laraway recused himself, was a two person vote sufficient.

Mr. Gigray said yes because they had a quorum to start with.

- B.** *Public Hearing continued from October 6, 2020 for exhibits and additional testimony and consideration to approve Case Nos. 19-11-AN (Annexation) & 19-08-S (Preliminary Plat) for Ashton Estates East Subdivision – Wendy Howell, Planning & Zoning Director*
ACTION ITEM
(Timestamp 01:37:04)

KM Engineering, on behalf of Kuna East LLC, requests to annex one 38.47-acre parcel into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 38.47 acres into 200 total lots (175 buildable lots, 25 common lots). The subject site is located at 2320 East Meadow View Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN: S1419241000).

Planning & Zoning Director Wendy Howell reviewed the application. She added on October 19, 2020 Planning & Zoning Staff met with Public Works and the applicant to discuss the sewer capacity. In the meeting it was determined the Danskin Lift Station as it currently sat had enough capacity to service Phase 1 of this project. Condition numbers 18 and 19 in the staff report were worked through with City Attorney Bill Gigray. It was the same verbiage that was discussed in the last case. The applicant was fully aware and in agreement of these conditions as discussed in their meeting. She noted an uninterested third party was engaged in the sewer capacity study which should be completed in the coming months. It should give them more answers. She read the two conditions.

“18. Applicant shall not request final plat approval until the City’s Public Works Director issues the Will-Serve Letter to the applicant that states the City’s Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.”

“19. In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.”

Ms. Howell stood for questions.

Council President McPherson asked if Council Member Laraway was okay on this one.

Council Member Laraway thought he was okay. He was absent from that Planning & Zoning meeting so he didn’t vote on it.

City Attorney Bill Gigray confirmed he would be fine for this.

Mayor Stear opened the public hearing. Only one person had signed up to testify. He asked if there was anyone who didn’t sign up that would like to testify in this matter.

There were none.

Support:

Eric Scheck, the owner, 1406 North Main Street, Suite 109, Meridian, Idaho 83642, was pleased to have another opportunity to speak to them about the project. As Ms. Howell had mentioned, since the last hearing they had the opportunity to sit down and go through more of the details on the lift station. It was somewhat of an uncomfortable situation for them as well, working with their lenders and financial partners. They saw that there was not enough capacity on record as it sat to build all of the homes. For that reason, just as with other communities they built, if there was a lack of infrastructure or improvements, it was their intent and understanding they would have to build, finance, and contribute to the construction of those utilities. This was no different. They were in agreement and understanding of the conditions and what was being asked of them. They were thankful there seemed to be a solution which the third-party study would help bring to light. Then they could make their contribution toward that, which would benefit not only this community but, also others in the area as well. They would pay their share as he mentioned before.

Mr. Scheck said they were thankful to build more homes in Kuna. The previous owner did an excellent job, in their opinion, of designing a mix of lot sizes which could offer a wider range of larger homes and smaller affordable homes. The demand for new homes in Kuna remained very strong. They were nearly complete with the Ashton Estates community next door. This project provided them a great opportunity to continue to provide quality homes to families that might not be able to afford a one to three-acre plot of land and all the upkeep that came with it but still live near amenities, pathways, and adjoining commercial areas; especially at this intersection. He was asking for approval that night. Their hope was to immediately start construction drawings so they could be ready for development in the spring and therefore complete the first homes by the end of 2021. This was a multi-phased development. Out of 175 residential homes, the first 49 would be the first ones to come on line, which there was capacity for based on their discussions with City Staff. They understood for future phases, which given the time constraints of when those phases could come on line, this project was probably a two plus year build out based on the snail's pace they were seeing in the market. They were very confident there would be a resolution and plan in place to complete those improvements to provide the sewer capacity in time. They understood they would be submitting their plans through the process for these additional phases but, not actually putting a shovel to the ground until a will serve letter was issued to protect their interests and making sure they didn't put the cart before the horse. They were in agreement with the conditions and findings presented by staff but, if there were any other areas of concern that needed to be addressed that could sway Council to deny the project, they asked that they have the opportunity to regroup and discuss those items with staff. He thanked Council for their time and stood for questions.

Council Member Laraway asked, if this was approved, how much of the subdivision could the City serve.

City Engineer Paul Stevens replied they could serve Phase 1.

Mr. Gigray asked that anyone answering questions do so on mic and identify themselves so it could be part of the record.

Mayor Stear asked, if on a 38.5-acre parcel with 175 lots, would they all be single family homes or would there be some fourplexes.

Mr. Scheck replied they would all be single family homes.

Mayor Stear said those would be really small lots.

Mr. Scheck explained there was a combination of lots. There would be lots that could accommodate their product design for a three-car garage, the standard two-car garage, and what they called their cottage product which was a narrower two car garage; all single family.

Mayor Stear asked if there were any other questions for the applicant.

There were none.

Mayor Stear asked again if there was anyone that wanted to testify that had not signed up.

There were none.

Against: None

Neutral: None

Rebuttal: None

Council President McPherson asked Mr. Stevens to re-answer Council Member Laraway's question on mic so it would be on record.

Mr. Stevens restated they could take care of Phase 1. He added they could not take care of Phase 2. Just Phase 1 at that time. If they approved the preliminary plat and he wanted to move to final plat, he could do final plat for Phase 1 only.

Mayor Stear asked how Council wanted to proceed and if there were a lot of outstanding concerns they wanted to look deeper into. He thought the applicant wanted them to study this hard before denying.

Council Member Christensen thought this was the one they really wanted the school district to respond to and they did; showing capacity. They read it off last time but, this really showed capacity. He struggled with the district knowing where they were at and where they had to be with these neighborhoods. They knew with the build out they would bond for more schools. At that moment there was very little capacity and at build out there wouldn't be any capacity. He ran his ground with the last discussion being held.

The concerns were still warranted here but, they had hashed that out already. He was good.

Council President McPherson said his issue was the sewer capacity which had been addressed; at least for the start.

Council Member Christensen wanted to read for the public why his concern was where it was at with the school. He read from their response, “We are aware of additional proposed subdivisions in the Indian Creek Elementary and Kuna Middle School attendance zones that may bring them to capacity in the near future. Once these schools are at capacity, our Board of Trustees will have to determine whether or not a bond vote will be needed to expand our current school capacity.” They were speaking the full truth but, his concern lied with the fact that with the current growth rate they knew they were going to be at capacity with these. It was “approve the subdivision but we’ll be at capacity when it’s fully built so we’ll have to look at doing something else in the future with that”. If that was how it had to be done, he understood but, he wanted people to be aware of why the concern was there to begin with last round since they didn’t have a response.

Motion To: Close evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 3-0-1. Council Member Cardoza was absent.

Motion To: Approve Case Nos. 19-11-AN (Annexation) & 19-08-S (Preliminary Plat) and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet and close the public hearing

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 3-0-1. Council Member Cardoza was absent.

C. Public Hearing and consideration to approve Case Nos. 20-01-AN (Annexation) & 20-03-S (Preliminary Plat) for Ledgestone South Subdivision – Jace Hellman, Planner II
ACTION ITEM

(Timestamp 01:55:15)

Trilogy Development, Inc and Gem State Planning request to annex approximately 97 acres into Kuna City Limits with R-6 (Medium Density Residential) and R-8 (Medium Density Residential) zoning district classifications and to subdivide the 97 acres into 437 total lots (393 buildable lots and 44 common lots). The subject sites are located along North Locust Grove Road and future extensions of Ardell Road and Stroebel Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418123460, S1418123485, S1418427800 and S1418417200).

Planner II Jace Hellman presented the staff report. He reviewed the application was proposing to annex approximately 97 acres into Kuna City Limits. The applicant proposed to zone approximately 84% of that development as R-6 which would accommodate 291 standard single-family home lots. The remaining development area was proposed to be zoned at R-8 which did comply with the Kuna Comprehensive Plan which designated the property as medium density. Similar to the original Ledgestone preliminary plat, Ledgestone South was proposing to incorporate 102 alley loaded lots which were single family homes that faced the street but were accessed via a 20-foot alley and their garages and driveways were behind the homes. The net density of the project was 5.65 dwelling units per acre. The gross was 4.07 dwelling units per acre. The applicant proposed 11.6% of the project be dedicated for usable open space which was compliant with Kuna City Code. Ledgestone South sewage was anticipated to flow to the Patagonia Lift Station. The sewage would be subsequently lifted to the Danskin Lift Station. Per the City Engineer's comments, neither lift station could support this project as configured at that time. If Council were to approve this project, the applicant would be required to work with the City Engineer to provide a solution regarding the creation of additional capacity. The condition was provided as Condition 6 in Section I of the staff report. Staff proposed two additional conditions of approval to be added to the overall conditions of approval. The conditions were:

“The developer, owner, or applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Station or other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.”

“In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3, a time extension to file a final plat up to and until a Will-Serve Letter has been issued.”

The applicant was aware of the current status of the lift station and it was Mr. Hellman's understanding their project engineer had already begun having conversations with the City Engineer regarding potential solutions or at least discussing the lift station and main line deficiencies. If Council approves the annexation and preliminary plat, staff recommended the applicant be subject to the conditions of approval listed in Section I of the staff report, the two recommended additional conditions of which he provided a copy of to the City Clerk and would provide to Council, as well as any other conditions this decision-making body decided to impose. He stood for questions.

Mayor Stear opened the public hearing. Only one person had signed up to testify. He asked if there was anyone who didn't sign up that would like to testify in this matter.

There were none.

Support:

Jane Suggs, Gem State Planning, 9840 Overland Road, Boise, Idaho 83709, was representing Ledgestone South Subdivision and Trilogy Development. She thanked Mr. Hellman for outlining the details. She reiterated they met Kuna's comprehensive plan for medium density, their preliminary plat met the requirements of Kuna's zoning code, they agreed to the conditions in the staff report and were aware of the two new conditions. They assumed those would be exactly the same conditions to all projects in the vicinity so it was consistent. They agreed with that.

Ms. Suggs explained Council had seen the original Ledgestone project on Hubbard. That was under construction. Ledgestone South was just below the original ledgestone project. There could also be more Ledgestones coming. Ledgestone South was designed to connect seamlessly to Ledgestone and add more amenities for the residents of these Ledgestone communities.

Ms. Suggs reviewed they were requesting annexation with two different zoning designations; R-8 for the alley loaded lots and R-6 for the front-loaded lots. Both designations were supported by the Kuna Comprehensive Plan. There were 393 lots with 26 being the R-8 lot size. That was for the alley loaded lots. There would be 41% at the R-6 lot size and 33% of the lots would be the size of the R-4 lots. They had a nice mix of lots. Their gross density was just over four units to an acre.

Ms. Suggs noted page 589 of the total packet was their landscape rendering. Central Park was almost four acres and would include a swimming pool to serve the residents of Ledgestone and Ledgestone South, a play structure, a picnic shelter, and some parking spaces. With Ledgestone they built a nice regional pathway along Mason Creek. Now there was a space between Ledgestone and Ledgestone South on the north boarder. They would put in a five-foot sidewalk a half mile in length between the two projects. There were a couple streets that would have to be crossed because they had put in stub streets. There were also other pathways that directed people to the park areas.

Ms. Suggs stated, with the construction of Ledgestone South, they would add to the mid-mile collector Stroebel Road that ran from Hubbard south and they would construct an extension of Ardell road for about a half mile from Stroebel Road to Locust Grove Road. They were doing work ACHD would love to see go in. These were the collectors that allowed neighbors to cross from one subdivision to another with out having to go out on the arterial streets. To address Council Member Christensen's concern, sometimes they had an ACHD staff report that Ledgestone, Ledgestone South, and Patagonia, which was recently approved, were all having an impact on Hubbard Road, Locust Grove Road, Deer Flat Road, and Highway 69. They gave each of them a threshold of the number of lots that could come in with a plat. When they came to their 301st lot, they would have to stop and either do a new traffic impact study to make sure they accurately captured what was going on in the area or some funding for some construction if they had the ability to do that. Often it was offsite construction so they couldn't always do that. In some cases, they had to stop working and building homes. This was ACHD's way of looking at some of the improvements that needed to come. She knew Ledgestone and Ledgestone South

had a certain threshold, a number of lots that could be built, before they had to regroup. She thought Patagonia had a similar requirement as well.

Ms. Suggs also noted they were very aware of the sewer. As Mr. Hellman mentioned, their project engineer, David Bailey, had already contacted City Engineer Paul Stevens to find out what was going on with the third party that was doing the work for the City to come up with the options for solutions. She hoped someone was also coming up with some of the financial options for those as well. She saw that Mr. Stevens was shaking his head so that was good. As Council Member Christensen said, they did have a letter from the Kuna School District outlining the current enrollment and their capacities for Silver Trail Elementary, Fremont Middle School, Kuna High School, and Swan Falls High School. Like roads and schools, capacities are met before building. Rarely was a school built to wait for kids to come. That was just how development worked.

Ms. Suggs restated they were meeting the land use designation in the comp plan and the requirements of the zoning code and the subdivision requirements of the code. They agreed with the conditions of the staff report and the new additional conditions regarding sewer. They respectfully requested approval of their annexation, rezones, and preliminary plat. She stood for questions.

Council Member Laraway recused himself from this as well.

Mayor Stear noted Ada County Planning Services said this did not comply with their area expansion and it was agricultural. He assumed it was because it was an annexation so it didn't meet their comp plan but it did meet Kuna's.

Mr. Hellman confirmed that was correct.

Mayor Stear was having problems pulling it up on his device.

Council Member Christensen clarified Mayor Stear was referencing the Ada County Development Services Department on page 91 of 148 or 597 of 665 for the overall packet.

City Clerk Chris Engels offered to pull it up on the main screen.

Mayor Stear said that was mainly his question. He just couldn't ask it properly because he couldn't pull it up. He noted this would be putting a lot of traffic out on those back roads again. He knew they were going to be doing some road improvements but one of the main concerns he heard was Kuna would be plugging up all the roads out of Kuna. He didn't know how anybody else felt about that. The last one they did and this one here put a lot of traffic on those little, old roads. He was mostly concerned about the density.

Council Member Christensen noted there were a lot of comments made by ACHD in regards to that as well. They did outline more or less how they could resolve that as they build but, when that was combined with the issues Council had identified and couldn't do anything about and an entire department that was highly against it based on where it was

and the type of land it was over-taking, it went to say it wasn't just one part of Kuna people were worried about. The roads were getting bad everywhere. It was just one specific section he wanted to focus on. Again, ACHD put forth a lot of concerns but outlined how they could fix that. That was why he didn't have a lot of questions in relation to that. The schools responded as well and were able to say what they needed to say with capacity and, as Ms. Suggs said, they had to be at capacity before they could build more but, that didn't withdraw a lot of the frustration people were seeing.

Mayor Stear added it was like sewer capacity. It was not Kuna's intention to fund development so that project would have to pay for the infrastructure needs and then work in on a late comer fee or some way of being reimbursed rather than the City funding it. There just wasn't the money in the hoppers to make those improvements. For a project like this to go through, that had to be considered and agreed upon.

City Attorney Bill Gigray reminded Council, in regards to infrastructure for water, sewer, and irrigation, those were proprietary funds. It would be contrary to supreme court law with regards to a fee or a tax to expand and enlarge the system using the City's money. That was why all of these developers were required to pay for it if upgrades had to be made. City proprietary funds could not be used for expansion and enlargement of the system. That was the rule in Idaho. That was why developers always paid for the expansion and enlargement of the system. If it had to be expanded beyond where it currently existed in order to get to the new development and it would serve benefited areas, that was where they got into late comer fee agreements with them when they oversized a line. In this instance, unlike the subdivision decision they faced earlier in the evening, annexation was a legislative matter and a matter of discretion. Zoning and conditional use permits and subdivisions were where they were applying City ordinances to permits. In this instance, they were seeking annexation. If they determined they did not want to annex something they could exercise legislative authority to not annex but, they would obviously want to have some rationale as to why they were doing that. They had done it before. This was a matter of looking at the build out of the City; was it in filling, was it extending out. Council would make that decision but, when they made that decision, they could exercise discretion.

Mayor Stear said that was his major concern; especially with a project of this size. They just did one that had to have some things taken care of to provide waste water treatment and one of this size was that much more concerning. He didn't think they wanted to do something that didn't have a good solid plan on how to serve it. That was what bothered him most about any of these with trouble on waste water treatment. It was a large project and he was uncomfortable moving forward with something that big until they had a plan in place for serving it and knew what that entailed. It wasn't in anyone's favor to figure out later they would need to charge someone a whole bunch of money to make something happen. Then there would be an annexed piece of property that their hands were tied on what they had to approve there. He was concerned they were moving ahead to quickly with some of these things while discussing the City's ability to serve. He knew the school district was talking about having to bond in the future but, that wasn't the case for their situation. He also wasn't sure how successful bonding would be in the future anyways. He was afraid they were getting to far out there with their ability to serve.

Council Member Christensen echoed Mayor Stear's concerns. He appreciated him being honest about them. They talked a lot about their relationships with their partners at Ada County. When they agreed to the impact plans and then looked at this, it went against what the County was trying to do. It went both ways. They had to do what was best for the City at any given time and maintain those relationships without discrediting everything they had to say, as hard as that could be sometimes. He wanted that clear with a lot of the things he projected, it was not that there wasn't relationships or trust there. They had to take it both ways and look at the good and the bad when it came to that. When it came to annexing something that carried all the concerns in his head, it validated a lot of things that were said and made clear that night.

Mayor Stear brought up the school district. He didn't want to give them a hard time. They weren't a land use agency. They told Council where they were at, what they had, and what position it would put them in. They wouldn't say this would really hurt so don't do this project. They would not recommend approval or denial. He wanted to be careful to make sure Council wasn't making it sound like the school district wasn't speaking up enough when they should. He felt they got the comments from them that they did because they weren't a land agency.

Council President McPherson was on the same track. He said, if they knew they couldn't serve them, why would they annex them. It was a plat they had seen before; the style and the layout. It had a lot offerings of lot sizes and home styles which was great but, at the end of the day, when you took a shower, you wanted the water to disappear not sit in the tub. If that was an issue, he thought they should address that first before addressing more preliminary plats and will serve letters. That was where he was at.

Against: None

Neutral: None

Rebuttal: None

Motion To: Close evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

Motion To: Deny Case No. 20-01-AN (Annexation)

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion:

City Attorney Bill Gigray assumed they were dealing with the annexation. It should be done like the previous one. If they denied annexation, the other applications became moot. That was how they dealt with Spring Rock. He recommended they continue the

hearing for the preparation and receipt of the Findings and Conclusions for their consideration at a date certain they would set with time for staff to prepare it.

Amended Motion To: Deny Case No. 20-01-AN (Annexation) and continue the Public Hearing to the November 4, 2020 City Council Meeting and direct staff to prepare a draft Findings of Fact, Conclusions of Law and Order of Decision for consideration by the Council.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 2-0-1-1. Council Member Cardoza was absent. Council Member Laraway abstained.

7. *Business Items:*

- A. Consideration to reauthorize funds for Test Well 12 and approve Resolution No. R64-2020 – Paul Stevens, Public Works Director **ACTION ITEM**
(Timestamp 02:29:49)

RESOLUTION AWARDING THE CONTRACT FOR THE TEST WELL 12 PROJECT TO TREASURE VALLEY DRILLING LLC IN THE AMOUNT OF \$142,900.00 FOR THE DRILLING AND DEVELOPMENT OF TEST WELL 12; DIRECTING EXPENDITURE OF FUNDS INCLUDING UP TO \$142,900.00 FROM THE WATER FUND CONTINGENCY ACCOUNT FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

Public Works Director Paul Stevens explained a few different things went on with this. They didn't actually receive bids during the requested time. A bidder was out of state and couldn't comply with Idaho Code 44-1001 which required 95% of his team to be from Idaho so he didn't actually bid. The other company couldn't meet the City's time schedule. Mr. Stevens consulted with City Attorney Bill Gigray since they didn't get any bids and Idaho Code said the City should then negotiate with the low bidder. He got both companies to send him their bids and they were able to negotiate a price with Treasure Valley Drilling for the sum of \$142,900 even. He stood for questions.

Motion To: Reauthorize funds for Test Well 12 and approve Resolution No. R64-2020

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 3-0-1. Council Member Cardoza was absent.

B. Consideration to approve Resolution No. R63-2020 – Bobby Withrow, Parks Director
ACTION ITEM

(Timestamp 02:32:20)

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK DEVELOPMENT AND CONVEYANCE AGREEMENT” WITH GREGORY AND HEIDI JOHNSON FOR THE CONVEYANCE OF CERTAIN REAL PROPERTY IN THE PATAGONIA SUBDIVISION PHASE 6 FOR PURPOSES OF DEVELOPMENT OF A MUNICIPAL PARK (THE “PARK”), WHICH SHALL BE KNOWN AS FITZ ROY PARK; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Parks Director Bobby Withrow stated the hard copy agreement in front of Council was the updated version of the Park Development and Conveyance Agreement. The original agreement submitted with the packet had some verbiage he and City Attorney Bill Gigray didn't like so they fixed it. As it was now, they could move forward with it. He had the redline version with him if they wanted him to review the changes but it was very similar to what was in the packet. He stood for questions.

Mayor Stear reviewed this was something that would normally be on the consent agenda. It was an agreement on developing a park and there were just a couple things that needed to be cleared up. They took care of that by making a couple minor changes.

Council President McPherson said he was good. He asked if the rest of Council was good.

Council Members Christensen and Laraway nodded.

Council President McPherson confirmed this was Resolution No. R63-2020.

Motion To: Approve Resolution No. R63-2020

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 3-0-1. Council Member Cardoza was absent.

8. Ordinances: None

9. Executive Session: None

10. Mayor/Council Announcements:

(Timestamp 02:35:00)

Mayor Stear update Council the City was getting closer on their project in front of City Hall. They should be ready for a November unveiling.

City Clerk Chris Engels spoke. *(unintelligible – off mic)*

Mayor Stear gave an update on Downtown Revitalization Phase II. They did the final walk through and there was a punch list of a few things to take care of. There were some cracks in some concrete that needed to be taken out and replaced, there were a couple cuts in the asphalt that needed to be taken care of, and some of the lights were on a timer and some were on an electric eye so they weren't in sync. Half the lights were on and half were off but they were getting them all on timers so hopefully that would all work out well. It was looking good and he was pleased they were coming to an end of the project. It had gone a long time and it was a lot of work and effort by a lot of people to make it happen. He used the example of City Clerk Chris Engels being largely responsible for multiple funding sources that were needed to make the project happen. It added a lot of complications and made it tough but with everyone working together they were able to pull it off. They had a great project at a great price for the city of Kuna. He appreciated all the City's partners and all the work of ACHD. They had people out here all the time making sure the project was going along as it should and they did a great job. They still were. He appreciated their efforts and everyone else's. There were so many people he couldn't list them all. He was very pleased with it.

11. Adjournment: 8:37 P.M.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



*Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 11.04.2020*



CITY OF KUNA

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SIGN-UP SHEET

October 20, 2020 – City Council, Public Hearing

Case Name: Fossil Creek Subdivision;
Case Type: Preliminary Plat for Fossil Creek Subdivision
Case No.: 20-01-S (prelim plat).

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Council/Commission.

IN FAVOR	NEUTRAL	IN OPPOSITION
<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Jane Suggs</u> Print Name <u>9840</u> <u>Outland</u> Print Address <u>Boise</u> <u>83709</u> City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Clare Marsala</u> Print Name <u>2150 Secluded Ct.</u> Print Address <u>Kuna ID 83634</u> City State, Zip
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SIGN-UP SHEET

**October 20, 2020 – City Council Public Hearing
(Continued from October 6, 2020)**

Case Name: Ashton Estates East
Case No: 19-11-AN (Annexation) & 19-08-S (Preliminary Plat)

Case Type: Kuna East, LLC and KM Engineering requests to annex one 38.47-acre parcel into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 38.47 acres into 200 total lots (175 buildable lots, 25 common lots). The subject site is located at 2320 East Meadow View Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN: S1419241000).

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Commission or City Council.

IN FAVOR	NEUTRAL	IN OPPOSITION
<input checked="" type="checkbox"/> Testify <input type="checkbox"/> Not Testify <i>ERIC SCHECK (OWNER)</i> Print Name <i>1406 N MAIN ST STE 109</i> Print Address <i>MERIDIAN ID 83642</i> City State, Zip	<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify _____ Print Name _____ Print Address _____ City State, Zip	<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify _____ Print Name _____ Print Address _____ City State, Zip
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SIGN-UP SHEET

October 20, 2020 – City Council Public Hearing

Case Name: 20-01-AN (Annexation) & 20-03-S (Preliminary Plat) – Ledgestone South Subdivision

Case Type: Trilogy Development, Inc and Gem State Planning request to annex approximately 97 acres into Kuna City Limits with R-6 (Medium Density Residential) and R-8 (Medium Density Residential) zoning district classifications and to subdivide the 97 acres into 437 total lots (393 buildable lots and 44 common lots). The subject sites are located along North Locust Grove Road and future extensions of Ardell Road and Stroebel Road, within Section 18, Township 2 North, Range 1 East; (APNs: S1418123460, S1418123485, S1418427800 and S1418417200).

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Commission or City Council.

IN FAVOR	NEUTRAL	IN OPPOSITION
<input checked="" type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> <u>Jane Suggs</u> Print Name <u>9870 Overland</u> Print Address <u>Burse 83709</u> City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip	<input type="checkbox"/> <u>Testify</u> <input type="checkbox"/> <u>Not Testify</u> _____ Print Name _____ Print Address _____ City State, Zip
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20-01-AN (Annexation) and 20-03-S (Preliminary Plat) – LedgeStone
South Subdivision
Additional Recommended Conditions

- Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Directors issues a Will-Serve Letter to the applicant stating that the City's Patagonia and Danskin Lift Stations or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.
- In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.

**PARK DEVELOPMENT
AND CONVEYANCE AGREEMENT**

This Park Development and Conveyance Agreement (the “**Agreement**”) is entered into this _____ day of _____, 2020, by and between City of Kuna, a municipal corporation of the State of Idaho (the “**City**”) and Gregory and Heidi Johnson, husband and wife (the “**Landowner**”).

RECITALS

A. Landowner owns certain real property in the Patagonia Subdivision Phase 6, consisting of approximately eight (8) acres more particularly described in a legal description attached hereto and made a part hereof as **Exhibit A** (the “**Park Property**”); and

B. Landowner desires to gift, grant and transfer the Property, and City desires to receive as a gift, have granted and have transferred the Park Property for purposes of development of a municipal park (the “**Park**”), which shall be known as Fitz Roy Park; and

C. The City has included in its capital improvement plans the construction of Phase 2 Improvements (defined below) which will be funded and constructed during the City’s 2021-2022 fiscal year budget and substantially completing all Work on the Phase 2 Improvements by May 31, 2022, subject to the Landowner timely gifting, granting and transferring the Park Property to the City in accordance with the terms and conditions of this Agreement; and

D. The gift of the Park Property was not a requirement or condition of any entitlements or approvals granted to Landowner or any of Landowner’s affiliated entities by the City. The gift and donation of the Park Property is made voluntarily by Landowner. No consideration is being provided by the City in exchange for the Park Property other than the statements set forth in these recitals of its intention to develop the Park Property with the “Phase 2 Improvements” (defined below) and as further set forth herein; and

E. Landowner has agreed to provide the construction, installation and inspection of the improvements necessary to construct “Phase 1 Improvements” (defined below) of the Park, while the City intends, subject to the Landowner timely gifting, granting and transferring the Park Property to the City in accordance with the terms and conditions of this Agreement, to construct “Phase 2 Improvements” (defined below) of the Park.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the covenants and conditions set forth herein, City and Landowner do hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following words have the meanings herein stated:

- 1.1 “Agreement” shall mean this Park Development and Conveyance Agreement.
- 1.2 “City” shall mean the City of Kuna party to this Agreement.

1.3 “Closing” shall mean and refer to the consummation of the gift, grant and conveyance of the Property to the City upon the completion of Phase 1 Improvements of the Park Plan in accordance with this Agreement and any other consistent instructions. The date of Closing shall be referred to herein as the “Closing Date.”

1.4 “Design Engineer” shall mean Breckon Land Design Incorporated (landscape architects and civil engineers) and will not be changed without the prior written consent of Landowner.

1.5 “Landowner” shall mean Gregory and Heidi Johnson, husband and wife parties to this Agreement.

1.6 “Park Plan” shall mean the completed and fully detailed drawings and specifications for Phase 1 Improvements and Phase 2 Improvements prepared by and paid for by Landowner, setting forth in detail the design of the Park and the requirements for construction of the Work, which plans are attached hereto as **Exhibit B** and made a part hereof.

1.7 “Park Property” shall mean that certain real property which is legally described in Exhibit A attached hereto and by this reference incorporated herein this definition.

1.8 “Phase 1 Improvements” shall mean construction of all of the improvements on the Park Property in accordance with the portion of the Park Plan labeled as “Phase 1”.

1.9 “Phase 2 Improvements” shall mean installation of all remaining improvements on the Park Property as shown on the Park Plan labeled as “Phase 2”.

1.10 “Project” shall mean both the design and construction of certain park improvements to the Park and the Park Property.

1.11 “Project Representative” shall mean the person authorized by City to act on its behalf as to matters indicated under this Agreement.

1.12 “Work” shall mean all labor, equipment, materials, management services and other services necessary or appropriate to construct the Project.

2. CONSTRUCTION OBLIGATIONS OF LANDOWNER

2.1 Plans and Specifications. The Phase 1 Improvements shall be installed and constructed by the Landowner upon the Park Property as labeled Phase 1 Improvements on the Park Plans.

2.2 Work. Landowner shall provide all construction supervision, inspection, labor, materials, tools, equipment, and all other Work necessary for the execution and completion of the Phase 1 Improvements.

2.3 Defects. Landowner warrants to City for one (1) year from the date of possession of the Project by City that all materials and equipment furnished in connection with the Phase 1 Improvements will be new; that all Work will be of good quality, free from improper workmanship and defect, and, further, that the materials and equipment used in construction will be constructed and installed in accordance with the Phase 1 Improvements as labeled on the Park Plans and accepted by the Design Engineer. With respect to latent defects not reasonably

discoverable within such one year period of time, such defects shall be corrected by Landowner upon written request given within one year from the actual date of discovery of such defect, except that Landowner shall not be required to correct latent defects first discovered later than one (1) year from completion and acceptance by the Design Engineer of the Phase 1 Improvements. The foregoing warranties are in addition to and not a limitation of warranties as may be available from manufacturers of equipment, suppliers of materials or other third-parties.

2.4 Manufacturer Warranties. Landowner will collect and submit to City all manufacturers' warranties and all other documents, if any, relating to the Phase 1 Improvements.

3. TRANSFER OF THE PROPERTY

3.1 Transfer of Title. Landowner agrees at Closing to gift, grant and convey to the City, and City agrees to accept the Landowner's gift, grant and conveyance of the Park Property with the Phase 1 Improvements within five (5) business days of the Phase 1 Completion Date (as defined in Section 5.2, below) (the "**Gift Date**").

3.2 Deed. Landowner shall convey the Park Property to City by a deed of gift of the form of the Park Dedication Deed attached hereto as **Exhibit C** and made a part hereof.

3.3 Title Commitment/Title Policy. Except as set forth below, Landowner makes no express or implied warranties pertaining to the condition of title to the Property.

3.3.1 Prior to commencement of the Phase 1 Improvements, City will obtain at its own cost a policy of title insurance ("**Title Policy**") which may be updated at the Closing Date, insuring City against loss or damage by reason of defect in Landowner's having good and marketable title to the Property, subject only to printed exclusions and general exceptions appearing in the policy form and permitted exceptions.

3.3.2 Landowner shall provide written notice to the City thirty (30) days in advance of the Closing Date.

3.3.3 City shall order a preliminary title report within three (3) business days of this Agreement. Within ten (10) business days of receipt of the preliminary title report, City will notify and provide Landowner with written notice of any defect to Landowner's good and marketable title to the Property. Landowner shall then provide notice to City of its intent to cure the title defect or its dispute of the title defect claim or that it will not cure the defect. If Landowner chooses not to cure the defect, this Agreement shall terminate and be of no further force or effect and Landowner shall have no obligation to proceed with the Phase 1 Improvements.

3.3.4 Upon receipt of City's response to the preliminary title report and acceptance of the matters identified therein (the "**Permitted Exceptions**"), Landowner shall proceed with the Phase 1 Improvements. After commencement of the Phase 1 Improvements, City's right to terminate pursuant to any title-related matter shall terminate with regard to Permitted Exceptions.

3.3.5 If prior to the Closing Date, any new title matters are identified, City may provide written notice of any objection and the parties shall cooperate to remove any such

matters. All liens of any financial obligations of Landowner shall be removed as of the Closing Date.

3.4 Closing Matters. The transfer of the Property at Closing as contemplated by this Agreement shall take place through escrow closing at Empire Title & Escrow, with costs shared equally by Landowner and City.

3.5 Value. The value of the Park Property with the Phase 1 Improvements shall be determined by an AIA appraisal. In the event such appraisal occurs after the donation of the Park Property by Landowner, City shall accommodate such appraisal at no cost to the City, as and when required.

3.6 Prorations. All items typically prorated, including, without limitation, taxes, and assessments, shall be prorated as of the Gift Date. All prorations shall be final.

3.7 Tax Status. It is understood that Landowner intends for the transfer of the Property to City to represent a gift and to qualify as a tax-exempt contribution to City. In recognition of the gift from Landowner, City will provide information and assistance as necessary for completion of the applicable Department of Treasury Forms and other reasonable documentation as may be required to document such gift, including, without limitation, Form 8283 and a written, signed acknowledgment by City, stating the amount of the contribution and that City provided no goods or services to Landowner in consideration for the donation.

4. LANDOWNER SUBCONTRACTORS

4.1 No City Contract with Landowner Subcontractors. No contract or agreement, express or implied, shall be deemed to exist between City and any subcontractor, supplier, consultant or other person acting on behalf of Landowner. Landowner shall be responsible for the control and direction of all subcontractors, supplies, and other persons participating in the construction of the Phase 1 Improvements and shall be responsible to Landowner for their acts and omissions, and their failure to perform the Work in strict accordance with the Park Plans. Landowner shall be responsible for the payment of all subcontractors, supplies and other third parties participating in the construction of the Phase 1 Improvements and shall indemnify, defend, and hold City harmless from any claim, liability, cause of action, or suit relating to or arising out of the acts of such persons or failure by such persons to make payments due or allegedly due.

5. COMPLETION OF THE PROJECT

5.1 Construction Completion. Landowner shall substantially complete all Work on the Phase 1 Improvements by May 31, 2021.

5.2 Completion of the Project. Completion of the Project shall mean the date determined by the Project Representative and Landowner when construction is sufficiently complete in accordance with the Phase 1 Improvements or Phase 2 Improvements, as applicable, in accordance with the Park Plans. At the time of closing of the gift, grant and conveyance of the Property by the Landowner and the City's acceptance following the completion of the Phase 1 Improvements and prior to City taking possession of the Project, City shall direct the Project Representative to execute a written certificate of completion (the "**Phase 1 Certificate of Completion**"). The date of the Phase 1 Certificate of Completion shall be the

“Phase 1 Completion Date.” All warranties, including, without limitation, the one (1) year warranty provided in Section 2, shall commence on the Phase 1 Completion Date

6. CHANGES IN THE PROJECT

6.1 Changes. The parties, without invalidating this Agreement, may mutually agree to order changes within the general scope of the Project consisting of additions, deletions or other revisions. The applicable Completion Date shall be adjusted accordingly. Changes in the Project may be authorized only by written Change Order approved by Landowner and City. A change order (“**Change Order**”) is a written order authorizing a change in the Project or the applicable Completion Date and executed by City and Landowner.

7. INDEMNITY

7.1 Indemnities. Landowner shall indemnify, defend and hold harmless City, its agents, employees, representative, consultants and successors from and against all claims, damages, costs, liabilities, judgments, legal fees, expenses, actions, and suits for personal injury, death, and property damage, arising prior to the Phase 1 Completion Date associated with the Phase 1 Improvements, the Work, or the acts or omissions of Landowner, subcontractors, suppliers, agents, consultants, representatives and materialmen, including without limitation the employees of each, caused by any negligent or wrongful act or omission of any of such persons or by any failure to comply fully with any term or condition of the Park Plans, to the extent the acts, omission, or negligence of City did not cause such claims, damages, costs, liabilities, judgments, legal fees, or expenses.

7.2 No Warranty. No warranty is created or implied by this indemnity other than as set forth in Sections 2 and 5 hereof.

7.3 No Landowner Liability After Closing Date. Except as otherwise provided in this Section, Landowner shall not be responsible for any claims, damages, costs, liabilities, judgments, legal fees, expenses, actions, and suits arising after the Closing Date in connection with the Park or the Park Property.

8. TERMINATION OF AGREEMENT AND CITY’S RIGHT TO PERFORM DEVELOPER’S OBLIGATIONS

8.1 Termination for Cause.

8.1.1 If Landowner fails to perform any of its obligations under this Agreement, City may upon seven (7) calendar days’ written notice to Landowner take such action as is necessary to perform such obligation either with or without terminating this Agreement.

8.2 Waiver. A waiver by either party of any default of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of either party or apply to any subsequent breach of any such or other covenants and conditions.

9. NOTICES

Any and all notices, demands, requests or other communications required under this Agreement, shall be in writing and shall be deemed properly served or delivered, if delivered by

hand to the party to whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt request, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, or if sent via facsimile transmission, when received as determined by the facsimile transmission report related thereto, addressed as follows:

To City: Kuna City Clerk
751 W. 4th Street
Kuna, Idaho 83634

With a copy to: Bobby Withrow
Director, Parks and Recreation Department
270 Orchard Ave.
Kuna, Idaho 83634

To Landowner: Gregory and Heidi Johnson
2463 E. Gala St., Suite 120
Meridian, Idaho 83642

With a copy to: Hethe Clark
CLARK WARDLE LLP
PO Box 639
Boise, Idaho 83701

Either party shall give notice to the other party of any change of their address for the purpose of this section by giving written notice of such change to the other in the manner herein provided.

10. UNFORESEEN CONDITIONS

10.1 Subsurface Conditions. Should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the applicable Completion Date shall be equitably adjusted by Change Order upon claim by either party made within a reasonable time after the first observance of the conditions.

11. MISCELLANEOUS

11.1 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

11.2 Date Hereof. As used herein, the term "the date hereof" shall mean the date first set forth above.

11.3 Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

11.4 Entire Agreement. This Agreement represents the entire agreement between City and Landowner regarding the subject matter of this Agreement and supersedes all prior

negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both City and Landowner.

11.5 Severability. Should any portion of this Agreement be found to be unenforceable by a court of competent jurisdiction in such determination shall not void the entire Agreement, but will be limited only to those unenforceable provisions.

11.6 Attorney Fees. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorney fees incurred by the other party shall be reimbursed to the other party upon demand. In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

11.7 Captions. The captions at the beginning of the several paragraphs and sections, respectively, are for convenience in locating the context, but are not part of the text.

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

CITY OF KUNA

LANDOWNER

By: _____
Joe Stear, Mayor
Dated: _____

GREGORY B. JOHNSON
Dated: _____

ATTEST:

By: _____
_____, Ex-Officio City Clerk
Dated: _____

HEIDI JOHNSON
Dated: _____

Schedule of Exhibits:

- Exhibit A – Legal Description of the Park
- Exhibit B – Deed of Gift
- Exhibit C – Park Plans

**EXHIBIT A
LEGAL DESCRIPTION**

Legal Description
Park Site (Lot 37 Block 11)
Patagonia Subdivision No. 6

A parcel located in the NE ¼ of the SW ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the northwest corner of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the northeast corner of the SW ¼ of said Section 7 bears S 89°19'20" E a distance of 2561.82 feet;

Thence S 89°19'20" E along the northerly boundary of said SW ¼ a distance of 1227.13 feet to a Brass cap monument marking the northwest corner of the NE ¼ of said SW ¼; also being the Initial Point of Rice Ridge Subdivision, as shown in Book 68 of Plats on Pages 6919 thru 6920, records of Ada County, Idaho;

Thence along the easterly boundary of said Rice Ridge Subdivision S 0°21'14" W a distance of 51.00 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary S 89°19'20" E a distance of 689.58 feet to a 1/2 inch diameter rebar on the westerly boundary of the proposed Patagonia Subdivision No. 4;

Thence along the westerly boundary of said proposed Patagonia Subdivision No. 4 the following courses and distances:

Thence S 0°28'13" W a distance of 301.32 feet to a 5/8 inch diameter rebar;

Thence S 38°27'29" W a distance of 423.96 feet to a 5/8 inch diameter rebar;

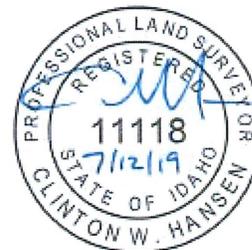
Thence N 55°26'08" W along said westerly boundary, and along the northerly boundary of Patagonia Subdivision No. 3, as shown in Book 115 of Plats on Pages 17107 thru 17111, records of Ada County, Idaho, a distance of 157.98 feet to a 5/8 inch diameter rebar;

Thence continuing along said northerly boundary N 89°38'46" W a distance of 296.69 feet to a 5/8 inch diameter rebar marking the northwesterly corner of said Patagonia Subdivision No. 3, said point being on the easterly boundary of said Rice Ridge Subdivision and the westerly boundary of said NE ¼ of the SW ¼;

Thence along said boundary N 0°21'14" E a distance of 550.00 feet to the **POINT OF BEGINNING**.

This parcel contains 8.335 acres.

Clinton W. Hansen, PLS
Land Solutions, PC
July 12, 2019

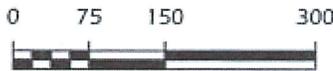
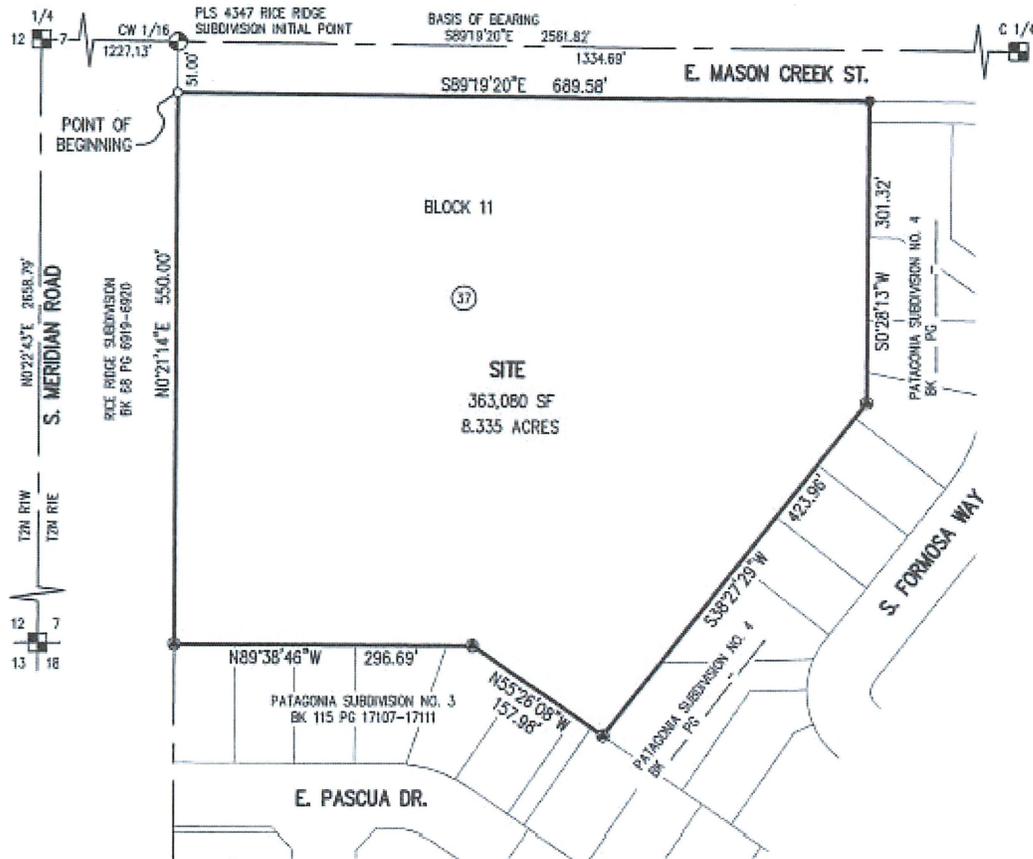


Park Site
Patagonia No. 6
Job No. 19-60
Page 1 of 1

PATAGONIA SUBDIVISION NO. 6

PARK SITE - LOT 37, BLOCK 11

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 7, T. 2 N., R. 1 E., B. M.
CITY OF KUNA, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 289-2040 (208) 288-2557 fax
www.landsolutions.biz

JCS NO. 19-60

**EXHIBIT B
DEED OF GIFT**

**After Recording
Return to:**

Hethe Clark
Clark Wardle LLP
PO Box 639
Boise, Idaho 83701

FOR RECORDING INFORMATION

PARK DEDICATION DEED

THIS INDENTURE made and entered into as of the Effective Date (defined below), by and between Gregory and Heidi Johnson, husband and wife (the "**Grantor**"), and The City of Kuna, a municipal corporation (hereinafter referred to as the "**Grantee**"), whose current address is 751 W. 4th Street, Kuna, Idaho 83634.

WITNESSETH:

Grantor does hereby give, devise, and convey to Grantee, for the purposes herein provided, all that real property described on **Exhibit A** attached hereto and made a part hereof, together with all appurtenances and improvements located thereon or therein and subject to all easements thereon or relating thereto (the "**Park Property**"), for the use and benefit of the public as a public park and recreational area forever, subject to the following conditions, restrictions, and covenants that Grantee hereby agrees to truly and faithfully keep, maintain, observe, and perform:

1. **Name of Park.** Grantee shall name and style the public park located on the Park Property and it shall forever be known and designated as the "**Fitz Roy Park**" and by no other name.
2. **Use of Park.** The Park Property shall forthwith be set apart, dedicated, treated, and maintained by the governing authorities of Grantee as a public park and recreation place for the benefit and use of the general public, subject to the following restrictions:
 - a. The Park Property will be accessible by the general public upon completion of the Phase 1 Improvements (as defined in that certain Park Development and Conveyance Agreement dated _____), except during temporary closures related to the construction or maintenance of required improvements to the Park Property.
 - b. No later than May 31, 2022, Grantee shall complete construction of the Phase 2 Improvements on the Park Property, in compliance with the design approved by Grantor. This construction deadline may be extended for one (1), six-month period by Grantor, upon receipt of a written extension request from Grantee. Grantor's response to such extension request from Grantee shall be in writing and shall not be unreasonably delayed, conditioned, or denied.
 - c. Grantee shall not permit the use of the Park Property or its facilities for commercial use, profit, or gain of any individual, or commercial advertising.
 - d. No vehicles other than those required for construction, development, maintenance, and upkeep of the Park Property by Grantee or its agents will be permitted on the Park Property.

3. **Additional Rules Permitted.** Grantee shall exercise its police powers to keep and maintain said property as a public park, for the purposes of pleasure and recreation, free of public nuisances. Grantee shall have power and authority to adopt additional reasonable rules and regulations for the use of the Park Property by the public consistent with the above-stated purposes and restrictions.

4. **Restriction on Transfer.** The Park Property is to be used for the purposes set forth herein, and it is one of the express conditions of this conveyance that such property shall not be sold, transferred, exchanged, or encumbered by Grantee, but shall be kept and used perpetually only for such purposes.

5. **Adequate Maintenance.** Subject to annual appropriation by the Kuna City Council, Grantee shall keep and maintain the Park Property in a good and reasonable condition.

6. **No Use as Public Access.** The Park Property shall not be used or maintained for roadway access to adjoining privately-held property, nor shall the Park Property or any portion thereof be permitted to be used as a thoroughfare or highway.

7. **Acknowledgment.** In executing below, Grantee acknowledges: (a) no goods or services were or will be provided by Grantee to Grantor in exchange for the contribution of the Park Property by Grantor; and (b) Grantee presently plans to use the Park Property in accordance with the restrictions set forth herein.

Grantee shall fully, truly, and faithfully observe, keep, and comply with each and all of the aforesaid covenants, conditions, and restrictions.

If any portion of the Park Property dedicated by this instrument shall not be used and maintained for any of the stated purposes, or if any portion of such Park Property shall cease to be used and maintained for any of such purposes, or if any portion of such property shall be used for any other purpose inconsistent with such purposes, then all the right, title, and interest in and to the described Park Property and to the improvements on such Park Property shall be conveyed to a non-profit corporation as identified by Grantor, Grantor's heirs, or assigns.

[end of text – signatures on following page]

IN WITNESS WHEREOF, this Park Dedication Deed has been duly executed the day and year last below written (the "Effective Date").

GRANTOR:

GRANTEE:

[specimen – not for execution]
GREGORY B. JOHNSON
Dated: _____

CITY OF KUNA,
an Idaho municipal corporation

[specimen – not for execution]
Joe Stear, Mayor

[specimen – not for execution]
HEIDI JOHNSON
Dated: _____

ATTEST:

[specimen – not for execution]
_____, Ex-Officio City Clerk

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared GREGORY B. AND HEIDI JOHNSON, husband and wife, and acknowledged to me that such individuals executed the same.

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

Notary Public for _____
Residing at _____
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOE STEAR and _____, known or identified to me to be the Mayor and Ex-Officio City Clerk of **Kuna, Idaho**, the municipal corporation that executed the instrument or the persons who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

Notary Public for Idaho
Residing at _____
My commission expires: _____

EXHIBIT A TO PARK DEDICATION DEED
Legal Description of the Park Property

Legal Description
Park Site (Lot 37 Block 11)
Patagonia Subdivision No. 6

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Commencing at an Aluminum Cap monument marking the northwest corner of the SW ¼ of said Section 7, from which an Aluminum Cap monument marking the northeast corner of the SW ¼ of said Section 7 bears S 89°19'20" E a distance of 2561.82 feet;

Thence S 89°19'20" E along the northerly boundary of said SW ¼ a distance of 1227.13 feet to a Brass cap monument marking the northwest corner of the NE ¼ of said SW ¼; also being the Initial Point of Rice Ridge Subdivision, as shown in Book 68 of Plats on Pages 6919 thru 6920, records of Ada County, Idaho;

Thence along the easterly boundary of said Rice Ridge Subdivision S 0°21'14" W a distance of 51.00 feet to the **POINT OF BEGINNING**;

Thence leaving said easterly boundary S 89°19'20" E a distance of 689.58 feet to a 1/2 inch diameter rebar on the westerly boundary of the proposed Patagonia Subdivision No. 4;

Thence along the westerly boundary of said proposed Patagonia Subdivision No. 4 the following courses and distances:

Thence S 0°28'13" W a distance of 301.32 feet to a 5/8 inch diameter rebar;

Thence S 38°27'29" W a distance of 423.96 feet to a 5/8 inch diameter rebar;

Thence N 55°26'08" W along said westerly boundary, and along the northerly boundary of Patagonia Subdivision No. 3, as shown in Book 115 of Plats on Pages 17107 thru 17111, records of Ada County, Idaho, a distance of 157.98 feet to a 5/8 inch diameter rebar;

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Thence along said boundary N 0°21'14" E a distance of 550.00 feet to the **POINT OF BEGINNING**.

This parcel contains 8.335 acres.

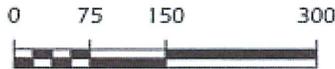
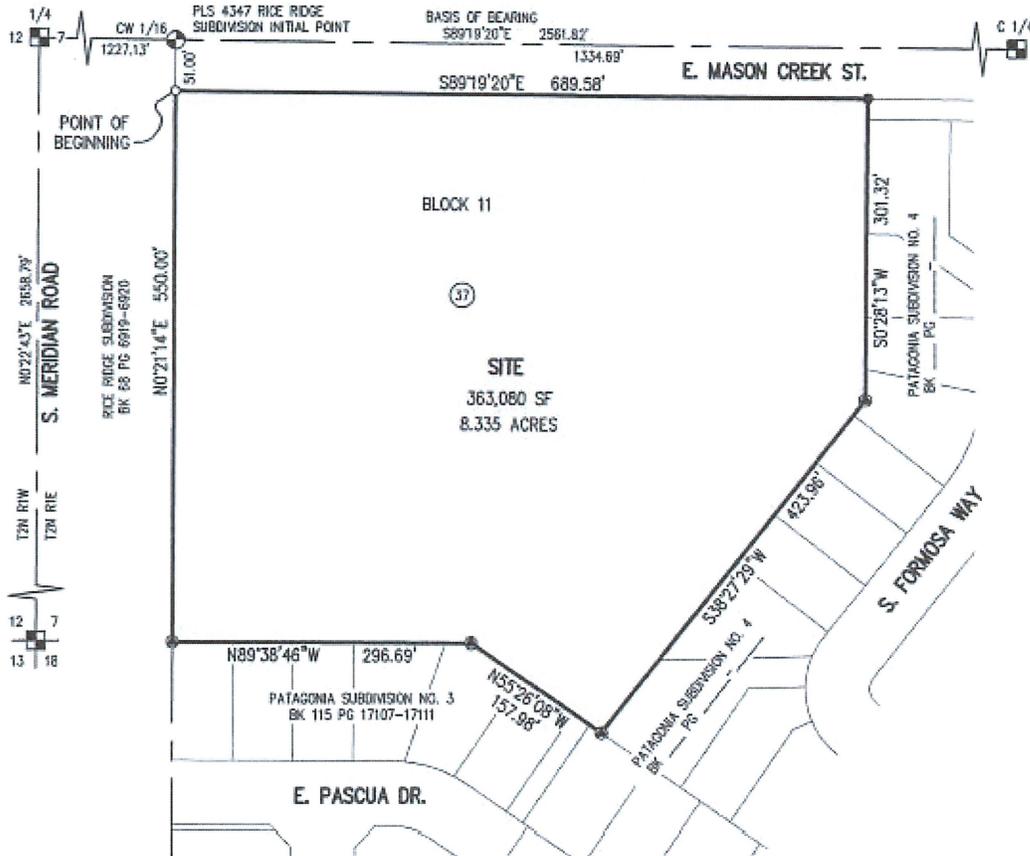
Clinton W. Hansen, PLS
Land Solutions, PC
July 12, 2019



PATAGONIA SUBDIVISION NO. 6

PARK SITE - LOT 37, BLOCK 11

LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 7, T. 2 N., R. 1 E., B. M.
CITY OF KUNA, ADA COUNTY, IDAHO



LandSolutions
Land Surveying and Consulting

231 E. 5TH ST., STE. A
MERIDIAN, ID 83642
(208) 298-2040 (208) 298-2557 fax
www.landsolutions.biz

**EXHIBIT C
PARK PLANS (CONT'D – SHOWING PHASE 1 AND PHASE 2 IMPROVEMENTS)**

