

## OFFICIALS

Joe Stear, Mayor  
Briana Buban-Vonder Haar, Council President  
Richard Cardoza, Council Member  
Warren Christensen, Council Member  
Greg McPherson, Council Member



## CITY OF KUNA

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

**City Council Meeting**  
**AGENDA**  
**Tuesday, December 18, 2018**

**6:00 P.M. REGULAR CITY COUNCIL**

- 1. Call to Order and Roll Call**
- 2. Invocation:** Jim Bollin, Kuna Seventh Day Adventist
- 3. Pledge of Allegiance:** Mayor Stear
- 4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

**A. City Council Meeting Minutes:**

**I. Regular City Council Minutes, December 4, 2018**

**B. Accounts Payable Dated December 13, 2018 in the Amount of \$1,083,497.81**

**C. Resolutions**

**I. Consideration to approve Resolution No. R93-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA; SETTING FORTH CERTAIN PURPOSES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY THAT CERTAIN AGREEMENT ENTITLED THE "2018 MUTUAL COOPERATION AGREEMENT" BY AND AMONG THE CITY AND SUEZ WATER IDAHO, INC.; DIRECTING THE CLERK; AND SETTING AN EFFECTIVE DATE.**

2. Consideration to approve Resolution No. R94-2018

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO RELEASE THE CASH BOND FOR JOURNEYS END SUBDIVISION NO. 2.

3. Consideration to approve Resolution No. R95-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF KUNA, IDAHO AND N.W. DEVELOPMENT CO. D & B SUPPLY MOU FOR PUBLIC WORKS PRELIMINARY CONDITIONAL EDU ASSESSMENT AND APPLICANT ACCEPTANCE.

**D. Final Plats**

1. Consideration to approve Case No. 18-15-FP (Final Plat) for Gran Prado Subdivision No. 1
2. Consideration to approve Case No. 18-18-FP (Final Plat) for Crimson Point Subdivision No. 9
3. Consideration to approve Case No. 18-19-FP (Final Plat) for Deserthawk East Subdivision

**E. Findings of Fact and Conclusions of Law**

1. Consideration to approve the Findings of Fact, Conclusions of Law, Decision and Order of Decision of Appeal for EDU Calculations for Enrique's Mexican Restaurant.

**5. Community Reports or Requests:**

- A. Transportation Development & Processing Transportation Impact Studies Presentation - Christy Little, ACHD Development Services Planning Supervisor

**6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)**

*None*

**7. Business Items:**

- A. Consideration to approve 18-03-LS (Lot Split) – Jace Hellman, Planner II **ACTION ITEM**

Kuna Rural Fire District is requesting to split approximately 1.63-acres off of a 157.17-acre parcel. The property is located at the southwest corner of East Kuna Road and South Cloverdale Road, Kuna, ID 83634.

- B. Consideration of a 50% match at \$183,769 for the Idaho Department of Parks and Recreation Land and Water Conservation Fund Grant for the purchase of the Greenbelt from Union Pacific Railroad. – Chris Engels, City Clerk and Bobby Withrow, Parks Director **ACTION ITEM**

**8. Ordinances:**

*None*

**9. Mayor/Council Announcements:**

**10. Executive Session:**

*None*

**11. Adjournment:**

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**CITY OF KUNA**

**Kuna City Hall Council Chamber, 751 W 4th Street, Kuna, Idaho 83634**

**City Council Meeting  
 MINUTES  
 Tuesday, December 4, 2018**

**6:00 P.M. REGULAR CITY COUNCIL****1. Call to Order and Roll Call****COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear  
 Council President Briana Buban-Vonder Haar  
 Council Member Richard Cardoza  
 Council Member Warren Christensen - Absent  
 Council Member Greg McPherson

**CITY STAFF PRESENT:**

Chris Engels, City Clerk  
 Bobby Withrow, Parks Director  
 Wendy Howell, Planning & Zoning Director  
 Jared Empey, City Treasurer  
 Lisa Holland, Economic Development Director  
 Paul Stevens, City Engineer  
 Troy Behunin, Planner III

**2. Invocation:** Dean Herring, South Valley Baptist Church**3. Pledge of Allegiance:** Mayor Stear

**4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS  
 (Timestamp 00:00:41)

*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. City Council Meeting Minutes:****I. Regular City Council Minutes, November 20, 2018**

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

**B.** Accounts Payable Dated November 29, 2018 in the Amount of \$228,041.57

**C.** Resolutions

**I.** Consideration to approve Resolution No. R91-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, INC., FOR THE WINFIELD SPRINGS PHASE 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, FENCING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

**2.** Consideration to approve Resolution No. R92-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “*PROFESSIONAL SERVICES AGREEMENT*” WITH JUB ENGINEERING, INC. FOR CITY OF KUNA PARKS DEPARTMENT BUILDING PARKING LOT DESIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

**D.** Findings of Fact and Conclusions of Law

**I.** Consideration to approve the Findings of Fact & Conclusions of Law for Case No. 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) for Lugarno Terra Subdivision

**Council Member McPherson moved to approve the Consent Agenda. Seconded by Council President Buban-Vonder Haar. Approved by the following roll call vote:  
Voting Aye: Council Members Buban-Vonder Haar, Cardoza, and McPherson  
Voting No: None  
Absent: Council Member Christensen  
Motion carried 3-0-1.**

## **5. Executive Session:**

**A.** Adjourn to Executive Session pursuant to:  
(Timestamp 00:01:13)

Idaho Code Section 74-206 (1)(f)

(f) To communicate with the City Attorney to discuss the legal ramifications of and legal options for a controversy not yet being litigated but imminently likely to be litigated.

**Council President Buban-Vonder Haar moved to convene to Executive Session pursuant to Idaho Code Section 74-206(1)(f) to communicate with the City Attorney to discuss the legal ramifications of and legal options for a controversy**

**not yet being litigated but imminently likely to be litigated and Counsel will act as clerk. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Buban-Vonder Haar, Cardoza, and McPherson**

**Voting No: None**

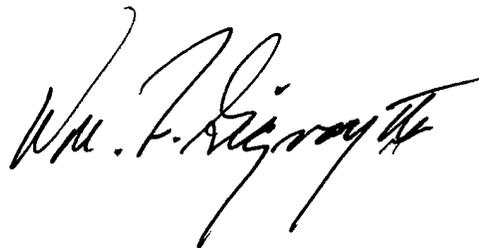
**Absent: Council Member Christensen**

**Motion carried 3-0-1.**

Mayor Stear indicated he, Council, and William F. Gigray, III, legal counsel for the City, would remain for the executive session and that Mr. Gigray would serve as special clerk to take the minutes of the Executive Session.

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**Executive Session City Council Regular Meeting of December 4, 2018** – The City Council, upon a unanimous roll call vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206(1)(f) to communicate with the City Attorney in order to discuss the legal ramifications of and legal options for a controversy not yet being litigated but imminently likely to be litigated. The executive session was convened at 6:03 p.m. In attendance, were Mayor Joe Stear, Council President Briana Buban-Vonder Haar, Council Member Richard Cardoza and Council Member Greg McPherson and Council Member Warren Christensen was absent and City Attorney Wm. F. Gigray, III. Wm. F. Gigray, III was appointed as special clerk to take the minutes of this executive session. Information was then provided by Wm. F. Gigray, III to the Mayor and the attending Members of the Council regarding the subject of the executive session. At 6:33 p.m. Council President Briana Buban-Vonder Haar moved and Council Member Greg McPherson seconded to come out of executive session and to reconvene into open session which motion passed unanimously.



Wm. F. Gigray, Clerk of Executive Sessions.

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**Open session resumed** and Mayor Stear reported that information was received in relation to the announced purposes for going into executive session and no action was taken by the City Council.

#### **6. Community Reports or Requests:**

*None*

**7. Public Hearings:** (6:00 p.m. or as soon thereafter as matters may be heard.)

- A. Continuation of Public Hearing and consideration of applicant's motion to continue the public hearing for additional evidence and consideration of draft of Findings of Facts and Conclusions of Law for Case No. 18-02-S (Preliminary Plat) Madrone Heights Subdivision **ACTION ITEM**  
(Timestamp 00:03:39)

City Clerk Chris Engels gave a report on the evidence that was filed and included in the Council Packet.

Mayor Stear noted that the Findings of Fact were prepared for consideration by Council and advised that Council consider the motion to continue.

Council President Buban-Vonder Haar clarified for the record that she was not at the last meeting but she would be participating in the hearing. She had familiarized herself with the prior record and would continue to familiarize herself with the records of proceedings if the motion passed. Given Council Member Christensen's absence that evening and his involvement to that point, she felt it was appropriate to grant the motion to continue.

**Council President Buban-Vonder Haar moved to grant the motion to continue and to again open it to the receipt of evidence including but not limited to evidence regarding health and safety issues, sewer capacity and build out of the proposed subdivision, and traffic safety issues and build out of the proposed subdivision with the continued public hearing being held at the Regular City Council Meeting on Tuesday, January 15, 2019 and directing staff to re-notice and republish that public hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.**

- B. *Public Hearing tabled from November 20, 2018 to December 4, 2018 – Applicant has withdrawn their request at this time.*

Case No. 18-01-S (Preliminary Plat) Whisper Meadows Subdivision will be placed on the miscellaneous calendar.

(Timestamp 00:07:06)

Mayor Stear noted the applicant had withdrawn their request, Case No. 18-01-S (Preliminary Plat) for Whisper Meadows Subdivision, and it would be placed on the miscellaneous calendar.

- C. Public Hearing and consideration to approve Case No. 18-03-V (Variance) for Desert Hawk No. 4 Subdivision - Troy Behunin, Planner III **ACTION ITEM**  
(Timestamp 00:07:35)

David Crawford, B & A Engineers, requests to reduce the landscape buffer width requirements for the west side of their property along Ten Mile Road. The request is

to reduce the landscape buffer width from 20 feet down to 8 feet and apply the landscaping with the rights-of-way toward the landscape buffer width requirement. This site is located at southeast corner of Ten Mile Rd. and Sunbeam St, within Section 26, T2N.R1W (R5070501800).

David Crawford, B & A Engineers, 5505 W Franklin Road, Boise, Idaho 837705, explained the applicant's request and stood for questions.

Planner III Troy Behunin noted because this was a variance from City Code staff would rely on Council's decision. He did not have anything else to present other than a recent communication from ACHD. He provided a copy of the email to each Council Member and submitted it to be added to the record as Exhibit B-4. It was something ACHD wanted Council to be aware of before the vote. Mr. Behunin read the communication thread into the record and stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral:

Cindy Geison, 1363 S. Ash Street, Kuna, Idaho, 83634, did not have an opinion but did have some questions. She did not receive a notice but she was on 2 and half acres and could see the construction going on. She noticed some conflicts in the paperwork regarding reducing things and was a little confused. She was concerned that City Code be followed without exceptions when possible because she had seen that cause a lot of trouble in other communities. Her main concern was they wanted a 5 foot sidewalk with a 4 or 5 to 9 foot buffer to the road and she wondered if the reduction would affect any of that part of the road and parking on the road. She discussed the other subdivisions, school, and properties along the road and the lack of consistency in road width. Consistency would be nice. She asked that Council make sure code was followed and noted the reason for the request so they could build the kind of houses they wanted. She felt they could still do it and preferred they didn't change Kuna ordinance.

Noel Hudon, 847 S. Ash Street, Kuna, Idaho, 83634, lived right behind the subdivision. He did not really have a fight on School Street but he was concerned about setting a precedence for other subdivisions to follow in the future. He didn't know where things were going with all the subdivisions. Kuna had grown a lot and he was dealing with a lot of other issues. The subdivision had been gracious and had opted to help out in areas where those in charge of Ada County had over sight. The subdivision, even though they weren't forced to, double sleeved the pipe that ran down Sunbeam over his well for sewer. He thought that was very nice but this wasn't about how nice the subdivision was; it was about precedence.

Mayor Stear asked Mr. Behunin to address the question about notification.

Mr. Behunin replied, without knowing exactly where the property was, he couldn't tell them. He could find out though. Staff did send out notices in excess of the state requirement which was 300 feet and he believed they went to at least 400 feet, maybe 450 feet.

Council President Buban-Vonder Haar recommended they show Ms. Gieson the map in the packet at some point to determine where her property was and if she was excluded in the notifications.

Mr. Behunin did not recall the inconsistencies in the packet regarding the buffer.

Council President Buban-Vonder Haar pointed it out it was on page 18 of 27 of item 7C or overall packet page 136. It was in a memo from Paul Stevens in the second paragraph, "Requests a variance to reduce the buffer strip on Ten Mile Road from 30' to 22' equating to an 8' buffer strip width reduction." She noticed that was a bit confusing too and asked if it was a 22-foot buffer or an 8-foot buffer.

Mr. Behunin replied it was a 20-foot buffer that was required. It was being reduced by 12 feet down to 8 feet.

Council President Buban-Vonder Haar addressed ACHD's concerns. She asked if they did widen that road would there be no sidewalk.

Mr. Behunin responded it was not indicated what would happen with the sidewalk, whether it would be removed entirely or pushed closer to the backyard fences.

Council President Buban-Vonder Haar noted in the drawing it looked the sidewalk was already hugging very closely to the fences.

Mr. Behunin stated there was a high likelihood that it would just be moved. There would be about 96 feet overall from right-of-way to right-of-way. This applicant was providing 48 feet on the east side and 48 feet had already been provided on the west side. He was unaware of anything ACHD was planning that would be wider than 96 feet.

Council President Buban-Vonder Haar clarified they were talking about from where the road stops and the curb begins to basically where the fence backs up onto the lots was an 8-foot space.

Mr. Behunin believed that was correct.

Council President Buban-Vonder Haar was concerned that when ACHD widened the road there would be no sidewalk.

Mr. Behunin deferred to the ACHD representative present at the meeting.

Council President Buban-Vonder Haar thought that if the ACHD representative could answer their questions that would be awesome. She noted a letter from ITD was included in the packet and asked if it was customary for ACHD to weigh in something like this.

Mr. Behunin explained in the email it was stated ACHD did not typically comment on variance requests for city requirements. He felt ITD was just answering everything that came to them but, where this was a city requirement, ACHD would not normally have commented except for the reasons stated.

Council President Buban-Vonder Haar requested the ACHD representative comment on whether or not ACHD would be widening the road, how wide lanes would be, and if it seemed like they would be without sidewalk.

David Cochran, Senior Transportation Planner with ACHD, stated if they did widen the road, they wouldn't lose the sidewalk on both sides. They defined road as the entire sidewalk to sidewalk corridor. They did not have a plan to widen the road in their capital improvements plan or 5-year work plan but they were preserving the right-of-way because it was certainly possible they would widen it at some point.

Council President Buban-Vonder Haar asked how many feet wide a lane was.

Mr. Cochran responded typically 11 feet.

Council President Buban-Vonder Haar thought it sounded impossible to widen the road and widen the sidewalk.

Mr. Cochran explained with the 96 feet of right-of-way being preserved it would be unlikely the sidewalk would be impacted. However, it was possible the lane could go into the landscape buffer but he did not have enough information to provide them with a sound yes on that one way or the other.

Council President Buban-Vonder Haar was not sure of the dimensions or how to interpret the whole 96/48 feet of right-of-way and what that meant for this project.

Mr. Cochran assumed the email referenced the far edge of the sidewalk as far as where the roadway might go but he would need more information in order to say one way or the other.

Council Member Cardoza thought the developer had an agreement with ACHD allowing them to encroach on ACHD's right-of-way but he wasn't seeing it in the packet.

Mr. Crawford explained they had a landscape plan they had submitted to the City and the Highway District. Prior to requesting the signature, they had applied for an agreement but he did not know if it had been recorded yet, they didn't usually get that information until they went into the Ada County Surveyor for their plat review. It was a common occurrence and he had never had one denied and they actually require it. They anticipated that if it had not been recorded it would be recorded shortly and they had not received any negative response from the Highway District to their application.

Rebuttal:

Mr. Crawford review the discussion on the right-of-way and the buffer width. He explained the plans for the buffer and plans with ACHD. They presumed with any expansion the sidewalk would remain where it was. He also noted traffic concerns coming out onto Ash Street and that they were not improving Sunbeam all the way to Ash Street. They were doing water, sewer, and pressurized irrigation extensions about 1,800 lineal feet north and east of their development which would go through an Ash Street corridor. They were improving about 600 and change feet along the north boundary so Ash Street and Sunbeam would not connect. It would remain open. He hoped that helped out with traffic accessibility to Ash Street.

Mr. Crawford further explained the reduction was about 900 square feet and it would have an impact on the home values. Having a diversity of home styles increased the value of the development and the taxes collected by the City. Lastly, in regards to setting new precedence, the precedence was set many years prior by Sutter's Mill. He reviewed the Sutter's Mill variance and the lay out of the buffer strip and the roadway area for this project, Desert Hawk Subdivision. He noted between the buffer strip and the curb line there was 23 feet of dirt that they were landscaping. There was more than adequate room there for widening without removing or moving the sidewalk.

Mayor Stear refereed to a 3-page letter from B&A Engineers to the City of Kuna. The back page was a picture of a road with landscape. He asked if that was what this would look like or if it was the area at full width.

Mr. Crawford explained it was a picture of Sutter's Mill to show what was out there. He reviewed the difference between Sutter's Mill and their project.

Council President Buban-Vonder Haar asked for clarification on where the 20 feet of dirt was.

Mr. Crawford replied their landscape buffer was 8 feet from the back of the lots, the curb line for the street that would be built was another 22 feet to the west.

Council President Buban-Vonder Haar asked for more clarification because the only illustration made it look like Ten Mile Road was right there and then there was 8 feet and then the back of the lots.

Mr. Crawford went over the details of the map.

Council President Buban-Vonder Haar asked why they needed a variance if there was that much space.

Mr. Crawford stated the variance was requested because the technicality was the buffer strip dedicated in its own lot had to be provided according to Kuna City Code. They were required to dedicate 96 feet of right-of-way and with the plan presented to them that night left them with 8 feet of a landscaped buffer that would be a common lot maintained by the HOA and 22 feet of blank space from that point to the curb line or edge of the road. Through their landscape plan they showed what would be placed in that area.

Mayor Stear clarified the sidewalk would be behind the landscaping.

Mr. Crawford said it would be road, landscaping, sidewalk, and more landscaping.

Council President Buban-Vonder Haar still felt the sidewalk seemed pretty hugged up to the back-fence line.

Mr. Crawford replied that was the case. It was consistent with what was across the street which the intent of that, as he interpreted it, was to keep it out of the way of any future right-of-way.

Mayor Stear clarified the Sutter's Mill image showed what they were asking for in terms of width but not landscaping.

Mr. Crawford said that was correct.

Council Member Cardoza had no objection to the variance but wanted to make sure they had a copy of the license agreement with ACHD for the City's protection.

Mr. Crawford replied they would provide that when it was completed.

Planning & Zoning Director Wendy Howell added the license agreement generally came in with the construction plan so they weren't worried about.

Council Member Cardoza wished it had been included with the variance request.

Ms. Howell explained it couldn't be provided because it wasn't done yet but it could be listed as a condition of approval.

Mr. Crawford went over the process with the license agreement and the timeline for getting it.

Council Member Cardoza stated they were asking Council to make a variance with the assumption they would get the agreement. He wanted to see the agreement to make sure the variance was proper.

Mr. Behunin stated if they made it a condition of approval the City would not issue a signature on the final plat and neither would ACHD. In fact, the final plat would have to go back before Council for approval so they could check that the condition was met then before approving the final plat.

Council reviewed the image and what the proposed lay out was.

Council President Buban-Vonder Haar was satisfied they would not have an issue with the sidewalk or landscaping being disturb if the road was widened. The request appeared to comply with the comp plan and city code.

**Council President Buban-Vonder Haar moved to conclude the receipt of evidence. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.**

**Council President Buban-Vonder Haar moved to approve Case No. 18-03-V (Variance) for Desert Hawk No. 4 Subdivision with the conditions of approval as listed and the condition that they get an ACHD License agreement. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.**

**Council Member McPherson moved to close the public hearing. Seconded by Council President Buban-Vonder Haar. Motion carried 3-0-1. Council Member Christensen was absent.**

## **8. Business Items:**

- A. Appeal Hearing for Enrique's Mexican Restaurant EDU Calculations continued from August 21, 2018 **ACTION ITEM**  
(Timestamp 00:59:16)

Mayor Stear reviewed the issue.

**Council president Buban-Vonder Haar moved to open the Appeal Hearing. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.**

Mayor Stear asked if Council approved the procedure and process for the appeal hearing as set forth in the packet.

**Council Member McPherson moved to approve the Appeal Hearing Procedure and Process. Seconded by Council President Buban-Vonder Haar. Motion carried 3-0-1. Council Member Christensen was absent.**

Mayor Stear requested identification of who would be appearing for staff and who would be appearing for the appellant.

Paul Stevens, City Engineer, and Chris Engels, City Clerk would be appearing for staff and Ana Paz and Enrique Contreras would be appearing for Enrique's Mexican Restaurant.

Mayor Stear asked if everyone agreed with the exhibits.

The appellant and staff had nothing to add.

Mayor Stear advised the appellant and staff that this Appeal Hearing would be conducted under a rule of evidence, that is not formal, centered upon what is relevant to this Appeal: Relevant Evidence is defined by the Idaho Courts Rules of Evidence at Rule 401 as follows: "Relevant Evidence" means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence. He gave direction to each person offering testimony to state their name and address and provide evidence if there was anything further. He asked that staff give their presentation regarding the evidence provided.

City Engineer Paul Stevens stated there had been quite a bit of discussion regarding EDUs. Public Works Director Bob Bachman asked him to take over reviewing this since Mr. Stevens was not familiar with the history behind this and would provide an unbiased look. He asked questions of various people to derive answers. He also received a 340-page packet from City Clerk Chris Engels. All that information culminated in his memo that was included in Council's packet which he then reviewed for Council. He stated there were about 2 to 2.2 EDUs left to be taken care of. He noted the memo of the previous City Engineer, Gordon Law, and presented Council with 3 options. Solution 1 was to honor Gordon Law's commitment and charge 2 EDUs or they could charge Enrique's for the whole difference or they could monitor Enrique's water use for one year and compare to an average EDU and work out a fee from that. He stood for questions.

Council President Buban-Vonder Haar noted on the first page he mentioned 3 of the 5 sold EDUs they could account for were credited to Cowgirls but when they were doing the chart, they were only assigning 1.5.

Mr. Stevens explained one was for Cowgirls as it was then and one was for Cowgirls Event Center which was no more as that space had been taken over by Enrique's.

Council President Buban-Vonder Haar concluded that was how they accounted for the slight difference between the appellants calculation of 1.7 and Mr. Stevens calculation of 2.2 which he suggested rounding down to 2.

Mr. Stevens agreed.

Ana Paz, Enrique's Mexican Restaurant, stated they had no information to add to what they presented in August. They only asked that they be treated equally and they felt it was fair that they owe something. She asked that they go with solution 1 as provided by Mr. Stevens.

Mayor Stear briefly reviewed the discrepancies in the records and the difficulties those created. It would not be fair to charge someone else for fees that other people should have paid so that took that argument off the table and brought them down to doing the best they could to figure out what EDUs would have been required for all of the uses that were there. That was how they got to where they were at.

Council Member Cardoza asked what the difference was between solution 1 and solution 2.

Mr. Stevens explained solution 2 would charge Enrique's about 9 EDUs and solution 1 would charge them 2 EDUs.

**Council President Buban-Vonder Haar moved to close presentation of evidence and proceed to deliberation. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.**

Council President Buban-Vonder Haar felt solution 1 seemed imminently fair and it would be unfair of the City to change the rules mid game. Based on the fact that the appellants received assurances from the previous City Engineer at the beginning of their project and relied on those assurances, perhaps to their detriment, in undertaking their project and redeveloping that great site, it would be unfair to pull the rug out from under them and charge them many times more than what they were told. It made sense to her, with the calculations they provided and the calculations provided by the City Engineer, to charge 2 EDUs for the difference in use.

Council Member McPherson agreed. He felt solution 1 was the only answer. Ms. Paz and Mr. Contreras had taken an OK building and made it into a very great thing and to charge them for the short falls of whoever was in charge of such things in the past was criminal. Their process to move there probably took a little longer than they wanted but they had the word of City Engineer Gordon Law and he felt that should be honored.

Council President Buban-Vonder Haar pointed out they would potentially be setting a dangerous precedence if they did not consider prior uses. As Economic Development Director Lisa Holland noted in her comments, if they treated existing

commercial the same as brand new construction it offered no incentive for folks to fix up and use the buildings downtown. It made sense on a more global scale of making sure they treated those properties appropriately considering the uses that had been in there and not penalizing folks for insufficient record keeping the City may have engaged in over the years.

Council Member Cardoza thought something they needed to address, and Council President Buban-Vonder Haar and Ms. Holland hit on it, they don't seem to have consistency on older buildings. That needed to be worked on ASAP. He felt Gordon Law did a good job and he was comfortable with 2 EDUs as being assessed as outstanding.

Council discussed how to move forward.

Council Member Cardoza asked if the Sewer Service Fee Payment Agreement needed to be addressed in a motion stating any fees paid be applied to the 2 EDUs so there was not a forfeiture of any of that money.

City Attorney William Gigray explained, given Council's decision that evening, he would discuss with Public Works and the City Engineer about that particular fact. Since it was an agreement issue, they could come back with how that needed to be handled separately unless the Mr. Stevens believed it should be part of the motion.

Mayor Stear's recommendation was to treat that separately.

**Council President Buban-Vonder Haar moved to grant in part the appeal setting an assessment of 2 EDUs and instruct staff to prepare Findings of Fact and Order of Decision in accordance with the discussion they had which would be on the December 18, 2018 Regular City Council Meeting Agenda and to continue the public hearing until December 18, 2018 at which time they would make a decision. Seconded by Council Member McPherson. Motion carried 3-0-1. Council Member Christensen was absent.**

Ms. Paz asked for clarification on what was happening with the agreement.

Mayor Stear explained it would be treated separately so this could be handled and they could look through the agreement to figure it out.

Council President Buban-Vonder Haar stated the intent as she understood it was, they would not try to affect that contract because they were not charging the 10 or 11 EDUs and any payments they made would be credited toward the 2 EDUs they would be assessing.

Mayor Stear stated there was a request for a quick break so they recessed for 5 minutes.

## 9. Ordinances:

- A. Third reading and consideration to approve Ordinance No. 2018-37 **ACTION ITEM**  
(Timestamp 01:29:00)

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, AND PROVIDING AN EFFECTIVE DATE.

Council President Buban-Vonder Haar thanked staff for entertaining her preference for the use of the word “titled” instead of “entitled”.

*Consideration to approve Ordinance*

*Consideration to approve Summary Publication of Ordinance*

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2018-37. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Buban-Vonder Haar, Cardoza, and McPherson**

**Voting No: None**

**Absent: Council Member Christensen**

**Motion carried 3-0-1.**

**Council President Buban-Vonder Haar moved to approve Summary Publication of Ordinance 2018-37. Seconded by Council Member McPherson.**

**Motion carried 3-0-1. Council Member Christensen was absent.**

## 10. Mayor/Council Announcements:

(Timestamp 01:30:48)

Council President Buban-Vonder Haar liked the Gobble til you Wobble on the sign. She encouraged more bad puns and jokes and stuff like that and offered to supply some if needed.

Mayor Stear said they could use a list.

Council President Buban-Vonder Haar suggested accepting submissions from the public and giving them a small prize if theirs was picked.

Mayor Stear asked who came up with it.

City Clerk Chris Engels said it was Jessica Reid. She had a creative mind and was lots of fun.

Mayor Stear added Ms. Reid supplied him with a list and he picked Gobble til you Wobble.

Ms. Engels reminded Council of the events that would be happening that Saturday.

Council President Buban-Vonder Haar like the lights in the park.

Mayor Stear reminded everyone of Candy Canes with the Mayor.

### ***11. Executive Session:***

**B.** Adjourn to Executive Session pursuant to:  
(Timestamp 01:32:46)

Idaho Code Section 74-206 (1)(e)

(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

**Council President Buban-Vonder Haar moved to adjourn to Executive Session pursuant to Idaho Code Section 74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. Seconded by Council Member McPherson. Approved by the following roll call vote:**

**Voting Aye: Council Members Buban-Vonder Haar, Cardoza, and McPherson**

**Voting No: None**

**Absent: Council Member Christensen**

**Motion carried 3-0-1.**

Mayor Stear indicated he, Council, legal counsel, Lisa Holland, Economic Development Director, and City Treasurer Jared Empey, would remain for the executive session and there would be no decision in or after the Executive Session.

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**Executive Session City Council Regular Meeting of December 4, 2018** – The City Council, upon a unanimous roll call vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206 (1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The executive session was convened at 8:10 p.m. In attendance, were Mayor Joe Stear, Council President Briana Buban-Vonder Haar, Council Member Richard Cardoza and Council Member Greg McPherson and Council Member Warren Christensen was absent, City Attorney Wm. F. Gigray, III, Economic Development Director Lisa Holland, and City Treasurer Jared Empey. Information was then provided regarding the subject of the executive session and no action was taken. At 8:30 p.m. Council President Briana Buban-Vonder Haar moved and

Council Member Greg McPherson seconded to come out of executive session and to reconvene into open session which motion passed unanimously.

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**Open session resumed** and Mayor Stear reported that information was received in relation to the announced purpose for going into executive session and no action was taken by the Council Members.

**12. Adjournment: 8:32 P.M.**

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*  
*Date Approved: CCM 12.18.2018*



CITY OF KUNA

751 W. 4<sup>th</sup> Street • Kuna, Idaho • 83634 • Phone (208) 922-5274

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SIGN-UP SHEET

December 4, 2018 – Council, Continued Meeting

Case Name: Pre Plat – Madrone Heights Sub; Request by Kevin McCarthy, KM Eng.

Case Type: Applicant requests approval to subdivide approximately 39.50 acres (previously zoned R-6) into 206 single home lots, an additional 27 common lots, and one shared driveway. A Design Review application for the landscaping for the 27 common lots accompanies this application. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, T 2N, R 1W, APN #: S1322438400.

Case No.: 18-02-S – Preliminary Plat for 206 new Home lots in an R-6 zone.

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
_____ City	_____ State, Zip	_____ City	_____ State, Zip	_____ City	_____ State, Zip



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SIGN-UP SHEET

December 4, 2018 – Commission, Public Hearing

Case Name: Desert Hawk No. 4 – Variance; David Crawford, with B & A Engineers

Case Type: Applicant requests approval of this Variance request, in order to reduce the landscape buffer width requirements for the west side of their property along Ten Mile Road. Applicant requests to reduce the landscape buffer width from 20 feet down to 8 feet and apply the landscaping with the rights-of-way toward the landscape buffer width requirement. This site is located at southeast corner of Ten Mile Rd. and Sunbeam Street.

Case No's: 18-03-V (Variance)

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

IN FAVOR	NEUTRAL	IN OPPOSITION
<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify <del>Noel Hudson</del> Print Name <del>847 S. Ash Ave Kuna</del> Print Address <del>Kuna ID 83634</del> City                      State, Zip	<input checked="" type="checkbox"/> Testify <input type="checkbox"/> Not Testify Cindy Giesen Print Name 13635 Ash Ave Print Address Kuna ID 83634 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	<input checked="" type="checkbox"/> Testify <input type="checkbox"/> Not Testify Noel Hudson Print Name 847 S. Ash Ave Print Address Kuna ID 83634 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	<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
<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	<input type="checkbox"/> Testify <input type="checkbox"/> Not Testify _____ Print Name _____ Print Address _____ City                      State, Zip

**Troy Behunin**

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**From:** Christy Little <Clittle@achdidaho.org>  
**Sent:** Monday, December 03, 2018 4:24 PM  
**To:** Troy Behunin  
**Subject:** RE: Deserthawk No. 4 Sub Landscape Variance Request

Troy,  
I apologize, I did not get to this as intended. I was concerned when I read the applicant's material that there was some finger pointing toward ACHD requirements about the amount of right-of-way required on Ten Mile. This engineer has worked on multiple plats on Ten Mile Road, and is familiar with ACHD policy. The plat submitted with the initial application showed ROW dedication of 48-feet, as was noted in the ACHD report. Some time later the engineer changed the drawings to reflect something less, which was addressed during the review of the civil drawings for the first final plat.

If the City allows the applicant to landscape the right-of-way, and for that to count toward landscaping requirements, please note that when ACHD widens the road, the landscaping will be removed, and that may make for a difficult situation with homeowners.

Thanks,  
Christy

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**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Thursday, November 29, 2018 4:34 PM  
**To:** Christy Little <Clittle@achdidaho.org>  
**Subject:** Deserthawk No. 4 Sub Landscape Variance Request

Christy,  
Sorry that I didn't ask earlier... did you have a response you would like me to include?  
Troy

---

**From:** Christy Little [mailto:Clittle@achdidaho.org]  
**Sent:** Wednesday, October 31, 2018 4:00 PM  
**To:** Troy Behunin <tbehunin@kunaid.gov>  
**Subject:** RE: Deserthawk No. 4 Sub Landscape Variance Request

Troy,  
ACHD does not typically comment on variance requests for City requirements; however, information provided by the applicant's engineer seemed to have factual errors pertaining to ACHD. I'm putting together a response to provide to you.  
Christy

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**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Tuesday, October 30, 2018 5:20 PM  
**To:** Christy Little <Clittle@achdidaho.org>; Bob Bachman <bbachman@kunaid.gov>; Paul Stevens <PStevens@kunaid.gov>; Cable One Business <Adam.ingram@cableone.biz>; Cable One t.v. <cheryl.goettsche@cableone.biz>; Central District Health Dept. CDHD <lbadigia@cdhd.idaho.gov>; COMPASS <cmiller@compassidaho.org>; DEQ <Alicia.martin@deq.idaho.gov>; Eric Adolfson <eadolfson@compassidaho.org>; MAlandt@idahopower.com; Idaho Power <ahawkins@idahopower.com>; Intermountain Gas <robert.miller@mdu.com>; Intermountain Gas <bryce.ostler@intgas.com>; Ken Couch: Idaho Transportation

*12/4/18  
Read into  
Record  
By T. Behunin*

Department <[ken.couch@itd.idaho.gov](mailto:ken.couch@itd.idaho.gov)> Kuna Police Chief <[so4217@adaweb.net](mailto:so4217@adaweb.net)>; Kuna Postmaster - Marc C. Boyer <[marc.c.boyer@usps.gov](mailto:marc.c.boyer@usps.gov)>; Mike Borzick <[mborzick@kunaid.gov](mailto:mborzick@kunaid.gov)>; Terry Gammel <[tgammel@kunafire.com](mailto:tgammel@kunafire.com)>; [TRitthaler@boiseproject.org](mailto:TRitthaler@boiseproject.org)

**Subject:** Deserthawk No. 4 Sub Landscape Variance Request

Evening Greetings Everyone,

Please review the packet included with this email and return relevant comments about the services your agency provides to Kuna's Planning and Zoning office, to be used in the public hearing scheduled for this project. Please submit comments to our office on or before COE on November 28, 2018.

This project is scheduled for **Tuesday, December 4, 2018** to go to our Council. If you need additional time to provide comments, please let our office know ASAP.

Thanks,

Troy

Troy Behunin

Planner III

City of Kuna

751 W. 4<sup>th</sup> Street

Kuna, ID 83634

[TBehunin@KunaId.Gov](mailto:TBehunin@KunaId.Gov)

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Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0524880	7809	<u>REPLACEMENT PAID STAMPS, NOV.'18 - P &amp; Z</u>	11/28/2018	51.35	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	12/18		
Total 0524880:						51.35	.00					
Total ABC STAMP, SIGNS & AWARDS:						51.35	.00					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	12072018ACH		<u>ACHD IMPACT FEES FOR NOVEMBER 2018</u>	12/07/2018	123,438.00	123,438.00	<u>01-2510 ACHD IMPACT FEE TRANSFER</u>	0	12/18	12/07/2018	
Total 12072018ACHDI:						123,438.00	123,438.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						123,438.00	123,438.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	8039		<u>SHERIFF SERVICES FOR DECEMBER 2018</u>	12/01/2018	183,845.78	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	12/18		
Total 8039:						183,845.78	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						183,845.78	.00					
<b>AIR FILTER SUPERSTORE WHOLESALE LLC</b>												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV4538		<u>6 EA AIR FILTERS FOR THE SENIOR CENTER, NOV.'18</u>	11/09/2018	18.54	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	12/18		
Total INV4538:						18.54	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						18.54	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>ALLSTREAM BUSINESS US, INC</b>												
1411	ALLSTREAM BUSINESS US, INC	15728790		<u>TELEPHONE, DATA, NETWORK SERVICES, 12/-31/18 - ADMIN</u>	12/01/2018	330.05	.00	01-6255 TELEPHONE	0	12/18		
1411	ALLSTREAM BUSINESS US, INC	15728790		<u>TELEPHONE, DATA, NETWORK SERVICES, 12/1-31/18 - P &amp; Z</u>	12/01/2018	117.87	.00	01-6255 TELEPHONE	1003	12/18		
1411	ALLSTREAM BUSINESS US, INC	15728790		<u>TELEPHONE, DATA, NETWORK SERVICES, 12/1-31/18 - WATER</u>	12/01/2018	306.47	.00	20-6255 TELEPHONE EXPENSE	0	12/18		
1411	ALLSTREAM BUSINESS US, INC	15728790		<u>TELEPHONE, DATA, NETWORK SERVICES, 12/1-31/18 - SEWER</u>	12/01/2018	306.47	.00	21-6255 TELEPHONE EXPENSE	0	12/18		
1411	ALLSTREAM BUSINESS US, INC	15728790		<u>TELEPHONE, DATA, NETWORK SERVICES, 12/1-31/18 - P.I</u>	12/01/2018	117.88	.00	25-6255 TELEPHONE EXPENSE	0	12/18		
Total 15728790:						1,178.74	.00					
Total ALLSTREAM BUSINESS US, INC:						1,178.74	.00					
<b>BIG SKY RENTALS LLC</b>												
1846	BIG SKY RENTALS LLC	11122018B	7773	<u>CYLINDER OF PROPANE, T.FLEMING, NOV.'18</u>	11/12/2018	29.30	.00	21-6150 M & R - SYSTEM	0	12/18		
Total 11122018B:						29.30	.00					
Total BIG SKY RENTALS LLC:						29.30	.00					
<b>BUSINESS INTERIORS OF IDAHO</b>												
1967	BUSINESS INTERIORS OF IDAHO	KR4698-1	7765	<u>DESK AT TREATMENT PLANT FOR C.OSWALD, DEC.'18 - WATER</u>	12/10/2018	131.95	.00	20-6165 OFFICE SUPPLIES	0	12/18		
1967	BUSINESS INTERIORS OF IDAHO	KR4698-1	7765	<u>DESK AT TREATMENT PLANT FOR C.OSWALD, DEC.'18 - SEWER</u>	12/10/2018	131.95	.00	21-6165 OFFICE SUPPLIES	0	12/18		
1967	BUSINESS INTERIORS OF IDAHO	KR4698-1	7765	<u>DESK AT TREATMENT PLANT FOR C.OSWALD, DEC.'18 - P.I</u>	12/10/2018	50.26	.00	25-6165 OFFICE SUPPLIES	0	12/18		

City of Kuna

Payment Approval Report - City Council Approval

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Report dates: 11/30/2018-12/13/2018

Dec 13, 2018 01:46PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total KR4698-1:						314.16	.00					
Total BUSINESS INTERIORS OF IDAHO:						314.16	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	129829	7816	<u>DESK ORGANIZERS, STAPLER, 12" ENGINEER SCALE, AND SCISSORS, D.WALTMAN, DEC.'18 - P &amp; Z</u>	11/28/2018	22.11	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	12/18		
1795	BUYWYZ LLC	129829	7816	<u>DESK ORGANIZERS, STAPLER, 12" ENGINEER SCALE AND SCISSORS, D.WALTMAN, DEC.'18 - WATER</u>	11/28/2018	30.60	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	129829	7816	<u>DESK ORGANIZERS, STAPLER, 12" ENGINEER SCALE AND SCISSORS, D.WALTMAN, DEC.'18 - SEWER</u>	11/28/2018	30.60	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	129829	7816	<u>DESK ORGANIZERS, STAPLER, 12" ENGINEER SCALE AND SCISSORS, D.WALTMAN, DEC.'18 - P.I</u>	11/28/2018	5.14	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	129829	7816	<u>1 EA DESK STAPLER, J.COULTER, DEC.'18</u>	11/28/2018	46.87	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	12/18		
1795	BUYWYZ LLC	129829	7816	<u>3 EA DESK CALENDERS W/PADS AND 1 CASE COPY PAPER, DEC.'18 - P &amp; Z</u>	11/28/2018	70.30	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	12/18		
1795	BUYWYZ LLC	129829	7816	<u>1 CASE COPY PAPER, DEC.'18 - ADMIN</u>	11/28/2018	38.53	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	129829	7816	<u>1 EA BINDER WITH TABS AND INSERTS, CUP HOLDER, MULTI COLORED HIGHLIGHTERS, 1 DOZ BLACK AND BLUE PENS, TREATMENT PLANT STOCK, DEC.'18 - WATER</u>	11/28/2018	34.55	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	129829	7816	<u>1 EA BINDER W/TABS AND INSERTS, CUP HOLDER, MULTI COLORED HIGHLIGHTERS, 1 DOZ BLACK AND BLUE PENS, TREATMENT PLANT STOCK, DEC.'18 - SEWER</u>	11/28/2018	34.55	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/18		

City of Kuna

## Payment Approval Report - City Council Approval

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Report dates: 11/30/2018-12/13/2018

Dec 13, 2018 01:46PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	129829	7816	<u>1 EA BINDER W/TABS AND INSERTS, CUP HOLDER, MULTI COLORED HIGHLIGHTERS, 1 DOZ BLACK AND BLUE PENS, TREATMENT PLANT STOCK, DEC.'18 - P.]</u>	11/28/2018	13.15	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/18		
Total 129829:						326.40	.00					
1795	BUYWYZ LLC	130270	7853	<u>1 EA STAPLER, J.COULTER, DEC.'18</u>	12/06/2018	38.79	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	12/18		
1795	BUYWYZ LLC	130270	7853	<u>6 EA LEGAL WRITING PADS, 1 DOZ PURPLE HIGHLIGHTERS, 1 EA JOURNAL, D.CROSSLEY, DEC.'18 - WATER</u>	12/06/2018	25.74	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	130270	7853	<u>6 EA LEGAL WRITING PADS, 1 DOZ PURPLE HIGHLIGHTERS, 1 EA JOURNAL, D.CROSSLEY, DEC.'18 - SEWER</u>	12/06/2018	25.74	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	130270	7853	<u>6 EA LEGAL WRITING PADS, 1 DOZ PURPLE HIGHLIGHTERS, 1 EA JOURNAL, D.CROSSLEY, DEC.'18 - P.]</u>	12/06/2018	9.80	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	130270	7853	<u>1 BOX AA BATTERIES, 2 BOXES 9V BATTERIES, T.RIVERA, DEC.'18 - WATER</u>	12/06/2018	24.99	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	130270	7853	<u>1 BOX AA BATTERIES, 2 BOXES 9V BATTERIES, T.RIVERA, DEC.'18 - SEWER</u>	12/06/2018	24.99	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	130270	7853	<u>1 BOX AA BATTERIES, 2 BOXES 9V BATTERIES, T.RIVERA, DEC.'18 - P.]</u>	12/06/2018	9.52	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/18		
1795	BUYWYZ LLC	130270	7853	<u>1 PKG STENO BOOKS, 1 CASE COPIER PAPER, DEC.'18 - P &amp; Z</u>	12/06/2018	54.41	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	12/18		
1795	BUYWYZ LLC	130270	7853	<u>1 CASE COPIER PAPER REFILL, N.STAUFFER, DEC.'18</u>	12/06/2018	38.53	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	130270	7853	<u>POSTIT NOTE REFILLS, N.STAUFFER, DEC.'18</u>	12/06/2018	12.68	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/18		
Total 130270:						265.19	.00					
Total BUYWYZ LLC:						591.59	.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	91935		<u>CONTRACT SUPPORT AND MAINTENANCE 1/1-31/19 - ADMIN</u>	12/01/2018	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	12/18		
1239	CASELLE INC	91935		<u>CONTRACT SUPPORT AND MAINTENANCE 1/1-31/19 - P &amp; Z</u>	12/01/2018	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	12/18		
1239	CASELLE INC	91935		<u>CONTRACT SUPPORT AND MAINTENANCE 1/1-31/19 - WATER</u>	12/01/2018	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	12/18		
1239	CASELLE INC	91935		<u>CONTRACT SUPPORT AND MAINTENANCE 1/1-31/19 - SEWER</u>	12/01/2018	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	12/18		
1239	CASELLE INC	91935		<u>CONTRACT SUPPORT AND MAINTENANCE 1/1-31/19 - P,I</u>	12/01/2018	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	12/18		
Total 91935:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113611		<u>DEDICATED LANDLINE SCADA, 11/25-12/24/18 - WATER</u>	11/25/2018	19.77	19.77	<u>20-6255 TELEPHONE EXPENSE</u>	0	12/18	12/07/2018	
62	CENTURYLINK	208922113611		<u>DEDICATED LANDLINE SCADA, 11/25-12/24/18 - SEWER</u>	11/25/2018	19.77	19.77	<u>21-6255 TELEPHONE EXPENSE</u>	0	12/18	12/07/2018	
62	CENTURYLINK	208922113611		<u>DEDICATED LANDLINE SCADA, 11/25-12/24/18 - P,I</u>	11/25/2018	7.54	7.54	<u>25-6255 TELEPHONE EXPENSE</u>	0	12/18	12/07/2018	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 20892211361125181224:						47.08	47.08					
Total CENTURYLINK:						47.08	47.08					
<b>CONPAZ</b>												
447	CONPAZ	12082018C		<u>KEC RENTAL FEE, ART &amp; CRAFTERS' SHOW, DONATIONS ARTS COMMISSION, DEC.'18</u>	12/08/2018	100.00	.00	01-6070 DONATIONS EXPENSE	0	12/18		
447	CONPAZ	12082018C		<u>KEC RENTAL FEE, ART &amp; CRAFTERS' SHOW, DOWNTOWN FUND RAISING (ARTS COMMISSION), DEC.'18</u>	12/08/2018	100.00	.00	03-6379 EXPENDITURES - ART SHOWS	0	12/18		
Total 12082018C:						200.00	.00					
Total CONPAZ:						200.00	.00					
<b>CREATIVE WRAPS</b>												
1970	CREATIVE WRAPS	1022	7837	<u>HOLIDAY SCHEDULE BANNER, DONATIONS (ARTS COMMISSION)A.WELKER, DEC.'18</u>	12/03/2018	19.12	.00	01-6070 DONATIONS EXPENSE	0	12/18		
1970	CREATIVE WRAPS	1022	7837	<u>HOLIDAY SCHEDULE BANNER, DOWNTOWN SPONSORSHIP (ARTS COMMISSION) A.WELKER, DEC.'18</u>	12/03/2018	6.38	.00	03-6379 EXPENDITURES - ART SHOWS	0	12/18		
1970	CREATIVE WRAPS	1022	7837	<u>HOLIDAY SCHEDULE BANNER, A.WELKER, DEC.18</u>	12/03/2018	22.95	.00	01-6155 MEETINGS/COMMITTEES	1032	12/18		
1970	CREATIVE WRAPS	1022	7837	<u>HOLIDAY SCHEDULE BANNER, A.WELKER, DEC.'18</u>	12/03/2018	1.02	.00	20-6155 MEETINGS/COMMITTEES	1032	12/18		
1970	CREATIVE WRAPS	1022	7837	<u>HOLIDAY SCHEDULE BANNER, A.WELKER, DEC.'18</u>	12/03/2018	1.02	.00	21-6155 MEETINGS/COMMITTEES	1032	12/18		
1970	CREATIVE WRAPS	1022	7837	<u>HOLIDAY SCHEDULE BANNER, A. WELKER, DEC.'18</u>	12/03/2018	.51	.00	25-6155 MEETING/COMMITTEES	1032	12/18		

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Total 1022:						51.00	.00					
Total CREATIVE WRAPS:						51.00	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	7967	7832	<u>TROUBLESHOOTING AT THE TREATMENT PLANT, T.FLEMING, JUL.'18</u>	07/05/2018	255.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/18		
Total 7967:						255.00	.00					
Total CUSTOM ELECTRIC, INC.:						255.00	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	168611001	7860	<u>BIBS FOR M.DAVILA &amp; J.WEBB, DEC.'18 - WATER</u>	12/06/2018	191.98	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	12/18		
75	D & B SUPPLY	168611001	7860	<u>BIBS FOR M.DAVILA &amp; J.WEBB, DEC.'18 - P.]</u>	12/06/2018	48.00	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	12/18		
Total 168611001:						239.98	.00					
75	D & B SUPPLY	340583001	7847	<u>COVERALLS, RAIN GEAR, BOOTS, FOR NEW EMPLOYEES, J.PEREZ &amp; C.BLACK, T. SHAFFER, DEC. '18 - SEWER</u>	12/04/2018	617.92	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	12/18		
Total 340583001:						617.92	.00					
75	D & B SUPPLY	347036001	7839	<u>BOOTS AND BIBS FOR T.RIVERA, DEC.'18 - WATER</u>	12/03/2018	115.49	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	12/18		
75	D & B SUPPLY	347036001	7839	<u>BOOTS AND BIBS FOR T.RIVERA, DEC.'18 - SEWER</u>	12/03/2018	115.49	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	12/18		
75	D & B SUPPLY	347036001	7839	<u>BOOTS AND BIBS FOR T.RIVERA, DEC.'18 - P.]</u>	12/03/2018	44.00	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	12/18		

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75	D & B SUPPLY	347036001	7839	<u>BIBS FOR J.OSBORN, DEC.'18 - WATER</u>	12/03/2018	95.99	.00	20-6285 UNIFORMS EXPENSE	0	12/18		
75	D & B SUPPLY	347036001	7839	<u>BIBS FOR J.OSBORN, DEC.'18 - P.I</u>	12/03/2018	24.00	.00	25-6285 UNIFORMS EXPENSE	0	12/18		
75	D & B SUPPLY	347036001	7839	<u>BOOTS FOR B.BURR, DEC.'18 - WATER</u>	12/03/2018	155.99	.00	20-6285 UNIFORMS EXPENSE	0	12/18		
75	D & B SUPPLY	347036001		<u>BOOTS FOR B.BURR, DEC.'18 - P.I</u>	12/03/2018	39.00	.00	25-6285 UNIFORMS EXPENSE	0	12/18		
Total 347036001:						589.96	.00					
75	D & B SUPPLY	598531001	7851	<u>BIBS FOR R.JONES, DEC.'18 - WATER</u>	12/04/2018	95.99	.00	20-6285 UNIFORMS EXPENSE	0	12/18		
75	D & B SUPPLY	598531001	7851	<u>BIBS FOR R.JONES, DEC.'18 - P.I</u>	12/04/2018	24.00	.00	25-6285 UNIFORMS EXPENSE	0	12/18		
Total 598531001:						119.99	.00					
75	D & B SUPPLY	614426001	7858	<u>1 EA REMOTE FOR THE ICE MELT SPRAYER, J.MORFIN, DEC.'18</u>	12/06/2018	24.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	12/18		
Total 614426001:						24.99	.00					
75	D & B SUPPLY	719742001	7868	<u>WINTER COAT, M. MEADE, DEC. '18</u>	12/12/2018	87.99	.00	01-6285 UNIFORMS	1004	12/18		
Total 719742001:						87.99	.00					
Total D & B SUPPLY:						1,680.83	.00					
<b>DIGLINE</b>												
25	DIGLINE	0059353-IN		<u>DIG FEES, NOV.'18 - WATER</u>	11/30/2018	196.97	.00	20-6065 DIG LINE EXPENSE	0	12/18		
25	DIGLINE	0059353-IN		<u>DIG FEES, NOV.'18 - SEWER</u>	11/30/2018	196.97	.00	21-6065 DIG LINE EXPENSE	0	12/18		

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25	DIGLINE	0059353-IN		<u>DIG FEES, NOV.'18 - P.I</u>	11/30/2018	75.04	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	12/18		
Total 0059353-IN:						468.98	.00					
Total DIGLINE:						468.98	.00					
<b>DMH ENTERPRISES</b>												
1745	DMH ENTERPRISES	12072018DMH		<u>PLUMBING PERMITS FOR NOVEMBER 2018</u>	12/07/2018	7,425.00	7,425.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	12/18	12/07/2018	
Total 12072018DMH:						7,425.00	7,425.00					
Total DMH ENTERPRISES:						7,425.00	7,425.00					
<b>ED STAUB &amp; SONS PETROLEUM, INC</b>												
1731	ED STAUB & SONS PETROLEUM, INC	66320		<u>PROPANE DELIVERED TO MAINTENANCE SHOP, DEC.'18 - ADMIN</u>	12/04/2018	191.27	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	0	12/18		
1731	ED STAUB & SONS PETROLEUM, INC	66320		<u>PROPANE DELIVERED TO MAINTENANCE SHOP, DEC.'18 - WATER</u>	12/04/2018	76.51	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/18		
1731	ED STAUB & SONS PETROLEUM, INC	66320		<u>PROPANE DELIVERED TO MAINTENANCE SHOP, DEC.'18 - SEWER</u>	12/04/2018	76.51	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/18		
1731	ED STAUB & SONS PETROLEUM, INC	66320		<u>PROPANE DELIVERED TO MAINTENANCE SHOP, DEC.'18 - P.I</u>	12/04/2018	38.25	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	12/18		
Total 66320:						382.54	.00					
Total ED STAUB & SONS PETROLEUM, INC:						382.54	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	12072018ECI		<u>ELECTRICAL PERMITS FOR NOVEMBER 2018</u>	12/07/2018	8,835.22	8,835.22	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	12/18	12/07/2018	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 12072018ECI:						8,835.22	8,835.22					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						8,835.22	8,835.22					
<b>ESRI</b>												
807	ESRI	93559814	7844	<u>GIS SUBSCRIPTION, L.HOLLAND, DEC.'18</u>	12/04/2018	1,350.00	.00	<u>01-6052 CONTRACT SERVICES</u>	4000	12/18		
Total 93559814:						1,350.00	.00					
Total ESRI:						1,350.00	.00					
<b>FATBEAM LLC</b>												
1831	FATBEAM LLC	7104		<u>INTERNET SERVICES FOR DECEMBER 2018 - ADMIN</u>	12/01/2018	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	12/18		
1831	FATBEAM LLC	7104		<u>INTERNET SERVICES FOR DECEMBER 2018 - WATER</u>	12/01/2018	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	12/18		
1831	FATBEAM LLC	7104		<u>INTERNET SERVICES FOR DECEMBER 2018 - SEWER</u>	12/01/2018	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	12/18		
1831	FATBEAM LLC	7104		<u>INTERNET SERVICES FOR DECEMBER 2018 - P.I</u>	12/01/2018	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	12/18		
Total 7104:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
<b>GLOBAL TELEMATIC SOLUTIONS LLC</b>												
1848	GLOBAL TELEMATIC SOLUTIONS LLC	34063		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 &amp; MT2830 FLEET TRACKING DEVICES FROM 1/1-12/31/19 - ADMIN</u>	12/02/2018	3,600.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1069	12/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1848	GLOBAL TELEMATIC SOLUTIONS LLC	34063		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 &amp; MT2830 FLEET TRACKING DEVICES FROM 1/1-12/31/19 - WATER</u>	12/02/2018	1,440.00	.00	<u>20-6052 CONTRACT SERVICES</u>	1069	12/18		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	34063		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 &amp; MT2830 FLEET TRACKING DEVICES FROM 1/1-12/31/19 - SEWER</u>	12/02/2018	1,440.00	.00	<u>21-6052 CONTRACT SERVICES</u>	1069	12/18		
1848	GLOBAL TELEMATIC SOLUTIONS LLC	34063		<u>GTS ANNUAL SUBSCRIPTION FOR SERVICE TO FT2630 &amp; MT2830 FLEET TRACKING DEVICES FROM 1/1-12/31/19 - P.I</u>	12/02/2018	720.00	.00	<u>25-6052 CONTRACT SERVICES</u>	1069	12/18		
Total 34063:						7,200.00	.00					
Total GLOBAL TELEMATIC SOLUTIONS LLC:						7,200.00	.00					
<b>GRANITE EXCAVATION INC</b>												
1907	GRANITE EXCAVATION INC	8102		<u>PLUG VALVE REPLACEMENT AT TEN MILE FORCED MAIN, T.FLEMING, DEC.'18</u>	12/03/2018	19,722.08	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/18		
Total 8102:						19,722.08	.00					
Total GRANITE EXCAVATION INC:						19,722.08	.00					
<b>HARBOR FREIGHT TOOLS</b>												
1312	HARBOR FREIGHT TOOLS	03547037		<u>REPLACEMENT TOOLS FOR VAC TRUCK (WRENCHES AND HAMMER), T.SHAFER, NOV.'18</u>	11/21/2018	41.95	.00	<u>21-6175 SMALL TOOLS</u>	0	12/18		
Total 03547037:						41.95	.00					
Total HARBOR FREIGHT TOOLS:						41.95	.00					
<b>IDAHO HUMANE SOCIETY</b>												

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833	IDAHO HUMANE SOCIETY	12/2018		<u>CONTRACT SERVICES DECEMBER 2018</u>	12/01/2018	5,833.33	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	12/18		
Total 12/2018:						5,833.33	.00					
Total IDAHO HUMANE SOCIETY:						5,833.33	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	11292018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - STREET LIGHTS</u>	11/29/2018	784.75	.00	<u>01-6290 UTILITIES</u>	1002	12/18		
Total 11292018I:						784.75	.00					
Total IDAHO POWER CO:						784.75	.00					
<b>IDAHO PREMIER WINDOW CLEANING LLC</b>												
1943	IDAHO PREMIER WINDOW CLEANING LLC	2354		<u>WINDOW CLEANING AT TREATMENT PLANT, NOV.'18 - WATER</u>	11/01/2018	63.00	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	12/18		
1943	IDAHO PREMIER WINDOW CLEANING LLC	2354		<u>WINDOW CLEANING AT TREATMENT PLANT, NOV.'18 - SEWER</u>	11/01/2018	63.00	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	12/18		
1943	IDAHO PREMIER WINDOW CLEANING LLC	2354		<u>WINDOW CLEANING AT TREATMENT PLANT, NOV.'18 - P.I</u>	11/01/2018	24.00	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	12/18		
Total 2354:						150.00	.00					
Total IDAHO PREMIER WINDOW CLEANING LLC:						150.00	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1138058		<u>AD#1840094, LEGAL NOTICE, ORDINANCE 2018-40, IRRIGATION ANNEXATION, DEC.'18</u>	12/05/2018	174.92	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	12/18		

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Total 1138058:						174.92	.00					
Total IDAHO PRESS TRIBUNE, LLC:						174.92	.00					
<b>INNOVATIVE AIR INC</b>												
1960	INNOVATIVE AIR INC	24143	7810	<u>3 EA AIR SWITCHES FOR THE HVAC SYSTEM, M.NADEAU, DEC.'18</u>	12/04/2018	520.00	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	12/18		
Total 24143:						520.00	.00					
Total INNOVATIVE AIR INC:						520.00	.00					
<b>INTEGRINET SOLUTIONS, INC.</b>												
1595	INTEGRINET SOLUTIONS, INC.	111252		<u>WORKED ON FTP SITE SETUP ISSUES FOR THE PLANT SERVER, NOV.'18 - WATER</u>	11/30/2018	60.48	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/18		
1595	INTEGRINET SOLUTIONS, INC.	111252		<u>WORKED ON FTP SITE SETUP ISSUES FOR PLANT SERVER, NOV.'18 - SEWER</u>	11/30/2018	60.48	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/18		
1595	INTEGRINET SOLUTIONS, INC.	111252		<u>WORKED ON FTP SITE SETUP ISSUES FOR THE PLANT SERVER, NOV.'18 - P.I</u>	11/30/2018	23.04	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	12/18		
Total 111252:						144.00	.00					
Total INTEGRINET SOLUTIONS, INC.:						144.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482195000102		<u>NATURAL GAS CONSUMPTION AT THE TREATMENT PLANT, 10/26-11/27/18 - WATER</u>	11/28/2018	596.51	596.51	<u>20-6290 UTILITIES EXPENSE</u>	0	12/18	12/07/2018	
37	INTERMOUNTAIN GAS CO	482195000102		<u>NATURAL GAS CONSUMPTION AT THE TREATMENT PLANT, 10/26-11/27/18 - SEWER</u>	11/28/2018	596.51	596.51	<u>21-6290 UTILITIES EXPENSE</u>	0	12/18	12/07/2018	
37	INTERMOUNTAIN GAS CO	482195000102		<u>NATURAL GAS CONSUMPTION AT THE TREATMENT PLANT, 10/26-11/27/18 - P.I</u>	11/28/2018	227.24	227.24	<u>25-6290 UTILITIES EXPENSE</u>	0	12/18	12/07/2018	

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Total 48219500010261811271:						1,420.26	1,420.26					
Total INTERMOUNTAIN GAS CO:						1,420.26	1,420.26					
<b>INTERSTATE ALL BATTERY CENTER</b>												
434	INTERSTATE ALL BATTERY CENTER	190210201123	7864	<u>2 BATTERIES FOR THE DUMP TRUCK, S. HOWELL, DEC. '18 - ADMIN</u>	12/06/2018	143.40	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
434	INTERSTATE ALL BATTERY CENTER	190210201123	7864	<u>2 BATTERIES FOR THE DUMP TRUCK, S. HOWELL, DEC. '18 - WATER</u>	12/06/2018	57.36	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
434	INTERSTATE ALL BATTERY CENTER	190210201123	7864	<u>2 BATTERIES FOR THE DUMP TRUCK, S. HOWELL, DEC. '18 - SEWER</u>	12/06/2018	57.36	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
434	INTERSTATE ALL BATTERY CENTER	190210201123	7864	<u>2 BATTERIES FOR THE DUMP TRUCK, S. HOWELL, DEC. '18 - P.I</u>	12/06/2018	28.68	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	12/18		
Total 1902102011236:						286.80	.00					
Total INTERSTATE ALL BATTERY CENTER:						286.80	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	11232018-112		<u>SANITATION RECEIPT TRANSFER 11/23-29/2018</u>	11/30/2018	15,249.95	15,249.95	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	11/18	11/30/2018	
230	J & M SANITATION, INC.	11232018-112		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/23-29/2018</u>	11/30/2018	-1,506.70	-1,506.70	<u>01-4170 FRANCHISE FEES</u>	0	11/18	11/30/2018	
Total 11232018-11292018:						13,743.25	13,743.25					
230	J & M SANITATION, INC.	11282018JM		<u>SLUDGE REMOVAL/DISPOSAL, NOV.'18</u>	11/28/2018	2,910.00	.00	<u>21-6153 M &amp; R - SLUDGE DISPOSAL</u>	0	12/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 11282018JM:						2,910.00	.00					
230	J & M SANITATION, INC.	11302018-120		<u>SANITATION RECEIPT TRANSFER 11/30-12/06/18</u>	12/07/2018	41,061.78	41,061.78	26-7000 SOLID WASTE SERVICE FEES	0	12/18	12/07/2018	
230	J & M SANITATION, INC.	11302018-120		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES. 11/30-12/06/18</u>	12/07/2018	-4,056.90	-4,056.90	01-4170 FRANCHISE FEES	0	12/18	12/07/2018	
Total 11302018-12062018:						37,004.88	37,004.88					
Total J & M SANITATION, INC.:						53,658.13	50,748.13					
<b>KARYS CLANCY</b>												
1932	KARYS CLANCY	7794	7794	<u>200 COOKIES FOR COOKIE DECORATING. A.WELKER. NOV.'18</u>	12/11/2018	800.00	.00	03-6379 EXPENDITURES - ART SHOWS	0	12/18		
Total 7794:						800.00	.00					
Total KARYS CLANCY:						800.00	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	11082018K		<u>PROFESSIONAL SERVICES 9/30-10/31/18 - ORCHARD REGIONAL LIFT STATION PROJECT</u>	11/08/2018	561,332.77	.00	21-6020 CAPITAL IMPROVEMENTS	1104	12/18		
Total 11082018K:						561,332.77	.00					
Total KELLER ASSOCIATES, INC.:						561,332.77	.00					
<b>KENDALL FORD OF MERIDIAN LLC</b>												
1616	KENDALL FORD OF MERIDIAN LLC	2303450	7803	<u>FUSE BOX FOR TRUCK 27. B. GILLOGLY. NOV. '18 - ADMIN</u>	11/26/2018	206.02	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/18		
1616	KENDALL FORD OF MERIDIAN LLC	2303450	7803	<u>FUSE BOX FOR TRUCK 27. B. GILLOGLY. NOV. '18 - WATER</u>	11/26/2018	82.41	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/18		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1616	KENDALL FORD OF MERIDIAN LLC	2303450	7803	<u>FUSE BOX FOR TRUCK 27, B. GILLOGLY, NOV. '18 - SEWER</u>	11/26/2018	82.41	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/18		
1616	KENDALL FORD OF MERIDIAN LLC	2303450	7803	<u>FUSE BOX FOR TRUCK 27, B. GILLOGLY, NOV. '18 - PI</u>	11/26/2018	41.20	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	12/18		
Total 2303450:						412.04	.00					
Total KENDALL FORD OF MERIDIAN LLC:						412.04	.00					
<b>KODY NEWTON</b>												
1956	KODY NEWTON	2173		<u>ED VIDEO, IDAHO POWER ENERGY FOR GROWTH MARKETING GRANT, NOV. '18</u>	11/26/2018	3,000.00	.00	03-6355 EXPENDITURE-ENERGY FOR GROWTH	0	12/18		
Total 2173:						3,000.00	.00					
Total KODY NEWTON:						3,000.00	.00					
<b>KUNA CHAMBER OF COMMERCE</b>												
314	KUNA CHAMBER OF COMMERCE	12032018KCO		<u>KUNA CHAMBER DUES PASS THROUGH, KUNA HEALTHCARE, DEC. '18</u>	12/03/2018	125.00	.00	01-2075 UNEARNED REVENUE	4100	12/18		
Total 12032018KCOC-KH:						125.00	.00					
Total KUNA CHAMBER OF COMMERCE:						125.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A103674	7826	<u>1 ROLL OF INSULATION, 1 ROLL OF DUCT TAPE, FOR WORK ON METERS, B. BURR, NOV. '18</u>	11/29/2018	23.48	.00	20-6150 M & R - SYSTEM	0	12/18		
Total A103674:						23.48	.00					

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499	KUNA LUMBER	A103686	7831	<u>STAPLES FOR STAPLE GUN, AND 4 EA EXTENSION CORDS TO PUT UP CHRISTMAS LIGHTS. S. JONES, PARKS, NOV '18</u>	11/29/2018	35.22	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/18		
Total A103686:						35.22	.00					
499	KUNA LUMBER	A103852	7857	<u>BOLTS, WASHERS, AND SCREWS FOR HOLIDAY LIGHTS. M.MEADE, DEC.'18</u>	12/06/2018	15.76	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/18		
Total A103852:						15.76	.00					
499	KUNA LUMBER	A103973		<u>1 EA. LANTERN BATTERY, J.COULTER, DEC.'18</u>	12/11/2018	9.89	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1005	12/18		
Total A103973:						9.89	.00					
499	KUNA LUMBER	B120876	7828	<u>DREMEL KIT FOR TRUCK TOOLS, J. COX, NOV. '18</u>	11/29/2018	12.95	.00	<u>20-6175 SMALL TOOLS</u>	0	12/18		
499	KUNA LUMBER	B120876	7828	<u>DREMEL KIT FOR TRUCK TOOLS, J.COX, NOV.'18</u>	11/29/2018	3.24	.00	<u>25-6175 SMALL TOOLS</u>	0	12/18		
Total B120876:						16.19	.00					
499	KUNA LUMBER	B120918	7835	<u>ZIP TIES SURGE PROTECTOR FOR CHRISTMAS LIGHTS, S. JONES, NOV. '18</u>	11/30/2018	29.21	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/18		
Total B120918:						29.21	.00					
499	KUNA LUMBER	B121007	7842	<u>1 ROLL OF DUCT TAPE, 2 ROLLS OF INSULATION, FOR METER PITS FOR CRIMSON VILLA, B.BURR, DEC.'18</u>	12/03/2018	76.87	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	12/18		

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Total B121007:						76.87	.00					
499	KUNA LUMBER	B121010	7843	<u>SNOW SHOVELS FOR SEWER DEPT., J.PEREZ, DEC.'18</u>	12/03/2018	37.77	.00	<u>21-6175 SMALL TOOLS</u>	0	12/18		
Total B121010:						37.77	.00					
499	KUNA LUMBER	B121129	7859	<u>2 ROLLS OF PLASTIC FOR DUMPSTER AND 1 BOTTLE OF BUTANE FOR THE TREATMENT PLANT, M. NADEAU, DEC.'18</u>	12/06/2018	143.79	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/18		
Total B121129:						143.79	.00					
499	KUNA LUMBER	B121230	7872	<u>1 5/8" X 25FT GARDEN HOSE, 1 O-RING FOR WATER DEPT VAC TRAILER, M. DAVILLA, WATER, DEC. 18 - WATER</u>	12/10/2018	15.10	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/18		
499	KUNA LUMBER	B121230	7872	<u>25FT GARDEN HOSE AND O RINGS FOR WATER DEPT VAC TRAILER, M. DAVILLA, WATER, DEC. 18 - PI</u>	12/10/2018	3.78	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	12/18		
Total B121230:						18.88	.00					
Total KUNA LUMBER:						407.06	.00					
<b>KUNA RURAL FIRE DISTRICT (IMPACT)</b>												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	12072018KRF		<u>KRFD IMPACT FEES FOR NOVEMBER 2018</u>	12/07/2018	45,687.30	45,687.30	<u>01-2511 KRFD IMPACT FEE TRANSFER</u>	0	12/18	12/07/2018	
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	12072018KRF		<u>KRFD IMPACT FEES LESS ADMIN FEE FOR NOVEMBER 2018</u>	12/07/2018	-348.00	-348.00	<u>01-4155 ADMINISTRATION SERVICES</u>	0	12/18	12/07/2018	
Total 12072018KRFDI:						45,339.30	45,339.30					

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Total KUNA RURAL FIRE DISTRICT (IMPACT):						45,339.30	45,339.30					
<b>KUNA RURAL FIRE DISTRICT (PLAN REVIEW)</b>												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	12072018KRF		<u>KRFD PLAN REVIEW FEES FOR NOVEMBER 2018</u>	12/07/2018	2,893.87	2,893.87	01-2512 KRFD PLAN REVIEW FEE TRANSFER	0	12/18	12/07/2018	
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	12072018KRF		<u>KRFD PLAN REVIEW FEES LESS ADMIN FEES FOR NOVEMBER 2018</u>	12/07/2018	-12.25	-12.25	01-4155 ADMINISTRATION SERVICES	0	12/18	12/07/2018	
Total 12072018KRFDPR:						2,881.62	2,881.62					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						2,881.62	2,881.62					
<b>KWIK SILVER EMBROIDERY</b>												
1769	KWIK SILVER EMBROIDERY	12626		<u>EMBROIDERY OF NEW EMPLOYEE JACKETS. C.OSWALD. NOV.'18</u>	11/13/2018	13.50	.00	21-6285 UNIFORMS EXPENSE	0	12/18		
Total 12626:						13.50	.00					
Total KWIK SILVER EMBROIDERY:						13.50	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800337816	7830	<u>REPLACED TIRES ON TRUCK #23. J.PEREZ. NOV.'18 - SEWER</u>	11/29/2018	2,211.66	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/18		
Total 12800337816:						2,211.66	.00					
Total LES SCHWAB TIRES:						2,211.66	.00					
<b>MATHESON TRI-GAS INC</b>												
1871	MATHESON TRI-GAS INC	18733573		<u>REOCCURING TANK RENTAL. NOV.'18</u>	11/30/2018	30.11	.00	21-6212 RENT-EQUIPMENT	0	12/18		
Total 18733573:						30.11	.00					

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Total MATHESON TRI-GAS INC:						30.11	.00					
<b>NEOFUNDS BY NEOPOST</b>												
1770	NEOFUNDS BY NEOPOST	11302018NEO		<u>POSTAGE METER REFILL, NOV.'18 - ADMIN</u>	11/30/2018	140.00	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	12/18		
1770	NEOFUNDS BY NEOPOST	11302018NEO		<u>POSTAGE METER REFILL, NOV.'18 - P &amp; Z</u>	11/30/2018	50.00	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	1003	12/18		
1770	NEOFUNDS BY NEOPOST	11302018NEO		<u>POSTAGE METER REFILL, NOV.'18 - WATER</u>	11/30/2018	130.00	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	12/18		
1770	NEOFUNDS BY NEOPOST	11302018NEO		<u>POSTAGE METER REFILL, NOV.'18 - SEWER</u>	11/30/2018	130.00	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	12/18		
1770	NEOFUNDS BY NEOPOST	11302018NEO		<u>POSTAGE METER REFILL, NOV.'18 - P.I</u>	11/30/2018	50.00	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	12/18		
Total 11302018NEOF:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	179471	7796	<u>BATTERY FOR TRUCK #27, S.HOWELL, NOV.'18 - ADMIN</u>	11/19/2018	56.14	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
470	PARTS, INC.	179471	7796	<u>BATTERY FOR TRUCK #27, S.HOWELL, NOV.'18 - WATER</u>	11/19/2018	22.46	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
470	PARTS, INC.	179471	7796	<u>BATTERY FOR TRUCK #27, S.HOWELL, NOV.'18 - SEWER</u>	11/19/2018	22.46	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
470	PARTS, INC.	179471	7796	<u>BATTERY FOR TRUCK #27, S.HOWELL, NOV.'18 - PI</u>	11/19/2018	11.22	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	12/18		
Total 179471:						112.28	.00					
470	PARTS, INC.	179501	7798	<u>FUEL PUMP ASSEMBLY FOR TRUCK 27, S. HOWELL, NOV. '18 - ADMIN</u>	11/19/2018	98.23	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		

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470	PARTS, INC.	179501	7798	<u>FUEL PUMP ASSEMBLY FOR TRUCK 27, S. HOWELL, NOV. '18 - WATER</u>	11/19/2018	39.28	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
470	PARTS, INC.	179501	7798	<u>FUEL PUMP ASSEMBLY FOR TRUCK 27, S. HOWELL, NOV. '18 - SEWER</u>	11/19/2018	39.29	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
470	PARTS, INC.	179501	7798	<u>FUEL PUMP ASSEMBLY FOR TRUCK 27, S. HOWELL, NOV. '18 - PI</u>	11/19/2018	19.65	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	12/18		
Total 179501:						196.45	.00					
470	PARTS, INC.	179793	7808	<u>BATTERY FOR TRUCK #8, S.HOWELL, NOV.'18</u>	11/26/2018	122.12	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	12/18		
Total 179793:						122.12	.00					
470	PARTS, INC.	179973	7823	<u>LIGHT FUSES FOR CHRISTMAS LIGHTS, M. MEADE, NOV. '18</u>	11/28/2018	7.68	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/18		
Total 179973:						7.68	.00					
470	PARTS, INC.	180301	7849	<u>1 EA CIRCUIT TESTER AND ICE SCRAPER, M.MEADE, DEC.'18</u>	12/04/2018	11.10	.00	<u>01-6175 SMALL TOOLS</u>	1004	12/18		
470	PARTS, INC.	180301	7849	<u>WINTERIZER FOR PARKS EQUIPMENT, M.MEADE, DEC.'18</u>	12/04/2018	39.85	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	12/18		
Total 180301:						50.95	.00					
470	PARTS, INC.	180307		<u>ICE MELT PUMP CONNECTOR, B.WITHROW, DEC.'18</u>	12/04/2018	6.64	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	12/18		

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Total 180307:						6.64	.00					
470	PARTS, INC.	180368		<u>RETURNED ITEM, DISC BRAKE PAD PURCHASED ON INVOICE 177816, DEC. '18 - SEWER</u>	12/05/2018	-94.39	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
Total 180368:						-94.39	.00					
470	PARTS, INC.	180409	7854	<u>WINTERIZER FOR PARKS EQUIPMENT, M.MEADE, DEC.'18</u>	12/05/2018	44.96	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	12/18		
Total 180409:						44.96	.00					
470	PARTS, INC.	180746	7874	<u>TAILGATE HANDLE FOR SEWER RANGER TRUCK 3, S. HOWELL, DEC. '18</u>	12/11/2018	65.09	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	12/18		
Total 180746:						65.09	.00					
Total PARTS, INC.:						511.78	.00					
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	T826144	7780	<u>FUSES FOR HVAC SYSTEM, M.NADEAU, NOV.'18</u>	11/19/2018	65.54	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	12/18		
Total T826144:						65.54	.00					
Total REXEL USA, INC.:						65.54	.00					
<b>RIDLEY'S FOOD CORP</b>												
1673	RIDLEY'S FOOD CORP	00423	7829	<u>2 SOCKET SETS, J.OSBORN, NOV.'18 - WATER</u>	11/29/2018	191.98	.00	<u>20-6175 SMALL TOOLS</u>	0	12/18		
1673	RIDLEY'S FOOD CORP	00423	7829	<u>2 SOCKET SETS, J.OSBORN, NOV.'18 - P.]</u>	11/29/2018	48.00	.00	<u>25-6175 SMALL TOOLS</u>	0	12/18		

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Total 00423:						239.98	.00					
Total RIDLEY'S FOOD CORP:						239.98	.00					
<b>ROCKY MOUNTAIN PEST CONTROL, LLC</b>												
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	09062018R		<u>QUARTERLY PEST CONTROL TREATMENT, CITY HALL, SEPT.'18 - ADMIN</u>	09/06/2018	33.60	.00	01-6140 MAINT. & REPAIR BUILDING	0	12/18		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	09062018R		<u>QUARTERLY PEST CONTROL TREATMENT, CITY HALL, SEPT.'18 - P &amp; Z</u>	09/06/2018	12.00	.00	01-6140 MAINT. & REPAIR BUILDING	1003	12/18		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	09062018R		<u>QUARTERLY PEST CONTROL TREATMENT, CITY HALL, SEPT.'18 - WATER</u>	09/06/2018	31.20	.00	20-6140 MAINT. & REPAIR BUILDING	0	12/18		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	09062018R		<u>QUARTERLY PEST CONTROL TREATMENT, CITY HALL, SEPT.'18 - SEWER</u>	09/06/2018	31.20	.00	21-6140 MAINT. & REPAIR BUILDING	0	12/18		
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	09062018R		<u>QUARTERLY PEST CONTROL TREATMENT, CITY HALL, SEPT.'18 - P.I</u>	09/06/2018	12.00	.00	25-6140 MAINT. & REPAIR BUILDING	0	12/18		
Total 09062018R:						120.00	.00					
1813	ROCKY MOUNTAIN PEST CONTROL, LLC	09062018R-SC		<u>QUARTERLY PEST CONTROL TREATMENT, SENIOR CENTER, SEPT.'18</u>	09/06/2018	100.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	12/18		
Total 09062018R-SC:						100.00	.00					
Total ROCKY MOUNTAIN PEST CONTROL, LLC:						220.00	.00					
<b>ST. LUKE'S REGIONAL MEDICAL CENTER</b>												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427435771-A		<u>DRUG SCREENING FOR NEW EMPLOYEE, T.RIVERA, SEPT.'18 - WATER</u>	09/17/2018	16.80	.00	20-6202 PROFESSIONAL SERVICES	0	12/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427435771-A		<u>DRUG SCREENING FOR NEW EMPLOYEE, T.RIVERA, SEPT.'18 - SEWER</u>	09/17/2018	16.80	.00	21-6202 PROFESSIONAL SERVICES	0	12/18		

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1441	ST. LUKE'S REGIONAL MEDICAL CENTER	427435771-A		<u>DRUG SCREENING FOR NEW EMPLOYEE, T.RIVERA, SEPT.'18 - P.I</u>	09/17/2018	6.40	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	12/18		
Total 427435771-A:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428097642		<u>DRUG SCREENING FOR NEW EMPLOYEE, D.WALTMAN, OCT.'18 - P &amp; Z</u>	10/29/2018	10.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	12/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428097642		<u>DRUG SCREENING FOR NEW EMPLOYEE, D.WALTMAN, OCT.'18 - WATER</u>	10/29/2018	13.84	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	12/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428097642		<u>DRUG SCREENING FOR NEW EMPLOYEE, D.WALTMAN, OCT.'18 - SEWER</u>	10/29/2018	13.84	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/18		
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428097642		<u>DRUG SCREENING FOR NEW EMPLOYEE, D.WALTMAN, OCT.'18 - P.I</u>	10/29/2018	2.32	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	12/18		
Total 428097642:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428203599		<u>IMMUNIZATIONS/VACCINATION S FOR EMPLOYEE, J.PEREZ, NOV.'18</u>	11/02/2018	167.47	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/18		
Total 428203599:						167.47	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428410988		<u>IMMUNIZATIONS/VACCINATION S FOR EMPLOYEE, R.DAVILA, NOV.'18</u>	11/15/2018	167.47	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/18		
Total 428410988:						167.47	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428423908		<u>DRUG SCREENING FOR EMPLOYEE, R.DAVILA, NOV.'18</u>	11/15/2018	40.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/18		

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Total 428423908:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428462625		<u>DRUG SCREENING FOR NEW EMPLOYEE, D.SAWYER, NOV.'18</u>	11/19/2018	40.00	.00	01-6202 PROFESSIONAL SERVICES	1004	12/18		
Total 428462625:						40.00	.00					
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	428465251		<u>VACCINATIONS/IMMUNIZATION S FOR EMPLOYEE, C.BLACK, NOV.'18</u>	11/19/2018	167.47	.00	21-6202 PROFESSIONAL SERVICES	0	12/18		
Total 428465251:						167.47	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						662.41	.00					
<b>STATE OF IDAHO</b>												
180	STATE OF IDAHO	12212018ITD-		<u>REGISTRATION RENEWAL FOR EQUIPMENT TRAILER, JAN.'19 - ADMIN</u>	12/12/2018	11.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	12/18		
180	STATE OF IDAHO	12212018ITD-		<u>REGISTRATION RENEWAL FOR EQUIPMENT TRAILER, JAN.'19 - WATER</u>	12/12/2018	4.60	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	12/18		
180	STATE OF IDAHO	12212018ITD-		<u>REGISTRATION RENEWAL FOR EQUIPMENT TRAILER, JAN.'19 - SEWER</u>	12/12/2018	4.60	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/18		
180	STATE OF IDAHO	12212018ITD-		<u>REGISTRATION RENEWAL FOR EQUIPMENT TRAILER, JAN.'19 - P.I</u>	12/12/2018	2.30	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	12/18		
Total 12212018ITD-A11345:						23.00	.00					
Total STATE OF IDAHO:						23.00	.00					
<b>THE JORDEL COMPANY</b>												
1523	THE JORDEL COMPANY	0000001979	7757	<u>PLUMBING INSPECTOR LABELS, N. STAUFFER, NOV. '18</u>	11/05/2018	80.00	.00	01-6165 OFFICE SUPPLIES	1003	12/18		

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Total 00000001979:						80.00	.00					
Total THE JORDEL COMPANY:						80.00	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:05819982	7867	<u>2 EA 5-GALLON BOTTLES OF WATER, 1 EA WATER COOLER RENTAL, PARKS SHOP, DEC. '18</u>	12/07/2018	22.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	12/18		
Total 2160:05819982:						22.40	.00					
992	TREASURE VALLEY COFFEE	2160:05861965	7867	<u>7 EA 5-GALLON BOTTLES OF WATER, 2 SLEEVES COLD CUPS, 2 EA WATER COOLER RENTALS, CITY HALL, DEC. '18</u>	12/07/2018	79.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/18		
Total 2160:05861965:						79.40	.00					
992	TREASURE VALLEY COFFEE	2160:05873651	7836	<u>4 EA 5-GALLON BOTTLES OF WATER, 1 CASE HOT CHOCOLATE PACKETS, 1 CASE COFFEE, TREATMENT PLANT, NOV.'18</u>	11/30/2018	39.25	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	12/18		
992	TREASURE VALLEY COFFEE	2160:05873651	7836	<u>4 EA 5-GALLON BOTTLES OF WATER, 1 CASE HOT CHOCOLATE PACKETS, 1 CASE COFFEE, TREATMENT PLANT, NOV.'18</u>	11/30/2018	39.25	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	12/18		
992	TREASURE VALLEY COFFEE	2160:05873651		<u>4 EA 5-GALLON BOTTLES OF WATER, 1 CASE HOT CHOCOLATE PACKETS, 1 CASE COFFEE, TREATMENT PLANT, NOV.'18</u>	11/30/2018	14.95	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	12/18		
Total 2160:05873651:						93.45	.00					
Total TREASURE VALLEY COFFEE:						195.25	.00					

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U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	244383211020	7795	<u>ETSY, GLUTEN FREE COOKIES FOR COOKIE DECORATING, A.WELKER, NOV.'18</u>	11/16/2018	45.50	.00	<u>03-6379 EXPENDITURES - ART SHOWS</u>	0	12/18		
Total 24438321102000179489:						45.50	.00					
1444	U.S. BANK (VISA)	310683209750	7788	<u>ALBERTSONS, FRUIT BOWL FOR STATE OF CITY, NOV.'18</u>	11/15/2018	16.99	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1032	12/18		
Total 31068320975010730127:						16.99	.00					
1444	U.S. BANK (VISA)	374783120000	7766	<u>PREP BLAST, CWI, REGISTRATION FOR J.OSBORN, NOV.'18</u>	11/07/2018	25.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	12/18		
Total 37478312000014791682:						25.00	.00					
1444	U.S. BANK (VISA)	374783120000	7766	<u>PREP BLAST, CWI, REGISTRATION FOR J.COX, NOV.'18</u>	11/07/2018	25.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	12/18		
Total 37478312000014793837:						25.00	.00					
1444	U.S. BANK (VISA)	392383119000	7731	<u>ART SHOW BAGS FOR ARTS COMMISSION, ARTS COMMISSION DONATIONS, A. WELKER, OCT. '18</u>	11/06/2018	160.41	.00	<u>01-6070 DONATIONS EXPENSE</u>	0	12/18		
Total 39238311900011700077:						160.41	.00					
1444	U.S. BANK (VISA)	707683182867	7775	<u>NATIONAL BUSINESS INSTITUTE, SEMINAR REGISTRATION, W.HOWELL, NOV.'18</u>	11/13/2018	299.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1003	12/18		
Total 70768318286790401191:						299.00	.00					

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1444	U.S. BANK (VISA)	893083113427	7758	<u>ORIENTAL TRADING, CANDY CANES W/ MAYOR, A. WELKER, NOV. '18</u>	11/06/2018	44.94	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1031	12/18		
Total 89308311342700482445:						44.94	.00					
1444	U.S. BANK (VISA)	893083224046	7785	<u>IDAHO BUSINESS REVIEW, MEMBERSHIP RENEWAL, L.HOLLAND, NOV.'18</u>	11/16/2018	109.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	4000	12/18		
Total 89308322404602410846:						109.00	.00					
1444	U.S. BANK (VISA)	893083244243	7795	<u>OTC, SUPPLIES FOR COOKIE DECORATING, A WELKER, NOV.'18</u>	11/19/2018	9.99	.00	<u>03-6379 EXPENDITURES - ART SHOWS</u>	0	12/18		
Total 89308324424300469959:						9.99	.00					
1444	U.S. BANK (VISA)	921583107158	7760	<u>OFFICE SUPPLY.COM, 5 EA, DESK CALENDARS FOR COUNCIL MEMBERS, A.WELKER, NOV.'18</u>	11/06/2018	43.39	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	12/18		
Total 92158310715889903075:						43.39	.00					
1444	U.S. BANK (VISA)	921683041002	7736	<u>AMAZON.COM, NO UNAUTHORIZED VEHICLES SIGNS, J.LORENTZ, OCT.'18</u>	10/31/2018	77.28	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/18		
Total 92168304100239224909:						77.28	.00					
1444	U.S. BANK (VISA)	921683061004	7656	<u>INDEED.COM, ENGINEERING TECHNICIAN JOB POSTING, F.GIDDINGS, OCT.'18 - P &amp; Z</u>	11/02/2018	58.76	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	12/18		
1444	U.S. BANK (VISA)	921683061004	7656	<u>INDEED.COM, ENGINEERING TECHNICIAN JOB POSTING, F.GIDDINGS, OCT.'18 - WATER</u>	11/02/2018	81.32	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	12/18		

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1444	U.S. BANK (VISA)	921683061004	7656	<u>INDEED.COM, ENGINEERING TECHNICIAN JOB POSTING, F.GIDDINGS, OCT.'18 - SEWER</u>	11/02/2018	81.32	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/18		
1444	U.S. BANK (VISA)	921683061004	7656	<u>INDEED.COM, ENGINEERING TECHNICIAN JOB POSTING, F.GIDDINGS, OCT.'18 - P.I</u>	11/02/2018	13.62	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	12/18		
Total 92168306100406738176:						235.02	.00					
1444	U.S. BANK (VISA)	921683111008	7761	<u>DISPLAYS 2 GO, "A FRAME" EVENT SIGNS, A.WELKER, NOV.'18</u>	11/07/2018	132.98	.00	<u>01-6175 SMALL TOOLS</u>	0	12/18		
Total 92168311100888959236:						132.98	.00					
1444	U.S. BANK (VISA)	921683131001	7770	<u>ACT TOWING, TOW TRUCK SERVICES FOR ACCIDENT AT LAGOONS, T.FLEMING, NOV.'18</u>	11/09/2018	162.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	12/18		
Total 92168313100173755180:						162.00	.00					
1444	U.S. BANK (VISA)	921683251001		<u>AMAZON.COM, TABLET COVER, B.WITHROW, NOV.'18</u>	11/21/2018	12.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	12/18		
Total 92168325100129103184:						12.99	.00					
1444	U.S. BANK (VISA)	921683261005	7802	<u>HOME DEPOT, CHRISTMAS LIGHTS, J.MORFIN, NOV.'18</u>	11/21/2018	994.93	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	12/18		
Total 92168326100587576862:						994.93	.00					
1444	U.S. BANK (VISA)	921683281003	7804	<u>TCC BROOKHOLLOW, CHRISTMAS CARDS, MAYORS EXPENSE ACCT, A. WELKER, NOV.'18</u>	11/24/2018	82.11	.00	<u>01-6155 MEETINGS/COMMI TEES</u>	1031	12/18		

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Total 92168328100349678079:						82.11	.00					
Total U.S. BANK (VISA):						2,476.53	.00					
<b>UNITED OIL</b>												
316	UNITED OIL	379037	7824	<u>1500 GALLONS OF UNLEADED, T.SHAFFER, NOV.'18</u>	11/30/2018	1,514.30	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	12/18		
316	UNITED OIL	379037	7824	<u>1500 GALLONS OF UNLEADED, T.SHAFFER, NOV.'18</u>	11/30/2018	1,514.30	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/18		
316	UNITED OIL	379037	7824	<u>1500 GALLONS OF UNLEADED, T.SHAFFER, NOV.'18</u>	11/30/2018	576.76	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	12/18		
Total 379037:						3,605.36	.00					
Total UNITED OIL:						3,605.36	.00					
<b>USA BLUE BOOK</b>												
265	USA BLUE BOOK	747854	7818	<u>CHLORINE PACKETS, D.CROSSLEY, NOV.'18</u>	11/28/2018	81.47	.00	<u>20-6152 M &amp; R - LABORATORY COSTS</u>	0	12/18		
Total 747854:						81.47	.00					
Total USA BLUE BOOK:						81.47	.00					
<b>UTILITY REFUND #6</b>												
1951	UTILITY REFUND #6	10460.01		<u>RONALD S FERGUSON, 181 E 4TH ST-HOME-APT-TRAILERS, UTILITY REFUND</u>	12/03/2018	520.99	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 10460.01:						520.99	.00					
1951	UTILITY REFUND #6	120150.04		<u>JENNIFER L THOMPSON, 564 N FLAUSON AVE, UTILITY REFUND</u>	12/07/2018	23.39	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		

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Total 120150.04:						23.39	.00					
1951	UTILITY REFUND #6	120250.02		<u>STEPHEN MCDONALD, 698 N TOPANGA CT, UTILITY REFUND</u>	12/07/2018	17.64	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 120250.02:						17.64	.00					
1951	UTILITY REFUND #6	131050.03		<u>SYDNEY DIETRICH, 1584 W HAYFIELD CT, UTILITY REFUND</u>	11/28/2018	158.42	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 131050.03:						158.42	.00					
1951	UTILITY REFUND #6	160010.02		<u>DAVID D JOHNSON, 272 W HESSTON ST, UTILITY REFUND</u>	12/04/2018	58.02	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 160010.02:						58.02	.00					
1951	UTILITY REFUND #6	163010.02		<u>AARON M CLEVELAND, 230 E POPLIN ST, UTILITY REFUND</u>	11/28/2018	80.47	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 163010.02:						80.47	.00					
1951	UTILITY REFUND #6	173255.02		<u>DERRICK S HEINRICH, 488 S ROCKER AVE, UTILITY REFUND</u>	12/07/2018	16.77	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 173255.02:						16.77	.00					
1951	UTILITY REFUND #6	174009.02		<u>JASON D DUCKETT, 993 S KALAHARI AVE, UTILITY REFUND</u>	12/07/2018	96.73	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 174009.02:						96.73	.00					
1951	UTILITY REFUND #6	174111.01		<u>CBH HOMES, 1651 W SAHARA DR, UTILITY REFUND</u>	11/28/2018	67.61	.00	99-1075 Utility Cash Clearing	0	12/18		

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Total 174111.01:						67.61	.00					
1951	UTILITY REFUND #6	175013.01		<u>CBH HOMES, 328 S ROCKER AVE. UTILITY REFUND</u>	11/28/2018	67.46	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 175013.01:						67.46	.00					
1951	UTILITY REFUND #6	181710.00		<u>GERALD PERA, 1613 N KLEMMER AVE. UTILITY REFUND</u>	12/07/2018	6.44	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 181710.00:						6.44	.00					
1951	UTILITY REFUND #6	191110.01		<u>JACKSON FOOD STORES INC, 150 W DEER FLAT RD. UTILITY REFUND</u>	12/07/2018	24.41	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 191110.01:						24.41	.00					
1951	UTILITY REFUND #6	200625.04		<u>KRISTI SWANSON, 2051 N DUCK HAWK AVE. UTILITY REFUND</u>	12/03/2018	64.72	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 200625.04:						64.72	.00					
1951	UTILITY REFUND #6	21150.01A		<u>DAVID COVERT, 389 S SCHOOL AVE. UTILITY REFUND</u>	12/04/2018	4.94	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 21150.01A:						4.94	.00					
1951	UTILITY REFUND #6	221590.03		<u>VRENE ROBINSON, 907 S PENMARK AVE. UTILITY REFUND</u>	12/07/2018	7.19	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 221590.03:						7.19	.00					

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1951	UTILITY REFUND #6	222004.01		<u>AUTUMN GOLD SENIOR SERVICES, 718 S WISTON AVE, UTILITY REFUND</u>	11/28/2018	76.47	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 222004.01:						76.47	.00					
1951	UTILITY REFUND #6	222005.01		<u>AUTUMN GOLD SENIOR SERVICES, 736 S WISTON PL, UTILITY REFUND</u>	12/07/2018	5.00	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 222005.01:						5.00	.00					
1951	UTILITY REFUND #6	240920.02		<u>BOBBY W SHOCKLEY, 361 N WINDING TRAIL AVE, UTILITY REFUND</u>	12/07/2018	141.29	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 240920.02:						141.29	.00					
1951	UTILITY REFUND #6	260060.05		<u>DALLAN LEE HALL, 2524 W CERULEAN DR, UTILITY REFUND</u>	11/28/2018	148.11	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 260060.05:						148.11	.00					
1951	UTILITY REFUND #6	264185.02		<u>KODIAK C BOULTER, 1684 N BLUSH AVE, UTILITY REFUND</u>	12/03/2018	43.05	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 264185.02:						43.05	.00					
1951	UTILITY REFUND #6	266075.02		<u>DAN HOEHNE, 2058 N THISTLE DR, UTILITY REFUND</u>	11/28/2018	64.54	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 266075.02:						64.54	.00					
1951	UTILITY REFUND #6	268125.01		<u>CBH HOMES, 1608 N VERIDIAN AVE, UTILITY REFUND</u>	12/07/2018	22.09	.00	99-1075 Utility Cash Clearing	0	12/18		

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Total 268125.01:						22.09	.00					
1951	UTILITY REFUND #6	268127.01		<u>CBH HOMES, 1584 N VERIDIAN AVE, UTILITY REFUND</u>	12/03/2018	63.76	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 268127.01:						63.76	.00					
1951	UTILITY REFUND #6	277014.01		<u>CBH HOMES, 618 W QUAKING ASPEN DR, UTILITY REFUND</u>	12/07/2018	51.73	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 277014.01:						51.73	.00					
1951	UTILITY REFUND #6	278129.01		<u>CBH HOMES, 3056 W PEAR APPLE ST, UTILITY REFUND</u>	12/07/2018	62.77	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 278129.01:						62.77	.00					
1951	UTILITY REFUND #6	280260.01		<u>TRADITION CUSTOM HOMES, 1009 W SMOKY QUARTZ ST, UTILITY REFUND</u>	12/07/2018	63.62	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 280260.01:						63.62	.00					
1951	UTILITY REFUND #6	291001.01		<u>CBH HOMES, 3273 W DEVOTION DR, UTILITY REFUND</u>	11/28/2018	37.11	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 291001.01:						37.11	.00					
1951	UTILITY REFUND #6	291027.01		<u>CBH HOMES, 6957 S DONAWAY AVE, UTILITY REFUND</u>	12/07/2018	44.50	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		
Total 291027.01:						44.50	.00					
1951	UTILITY REFUND #6	300490.03		<u>JUAN M MENDOZA, 2612 N DESTINY AVE, UTILITY REFUND</u>	12/03/2018	58.50	.00	<u>99-1075 Utility Cash Clearing</u>	0	12/18		

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Total 300490.03:						58.50	.00					
1951	UTILITY REFUND #6	302112.01		<u>RIVERWOOD HOMES, 837 E ANDES DR, UTILITY REFUND</u>	11/28/2018	62.00	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 302112.01:						62.00	.00					
1951	UTILITY REFUND #6	302131.01		<u>RIVERWOOD HOMES, 9520 S FUEGO AVE, UTILITY REFUND</u>	12/03/2018	87.57	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 302131.01:						87.57	.00					
1951	UTILITY REFUND #6	302133.01		<u>RIVERWOOD HOMES, 1110 E ANDES DR, UTILITY REFUND</u>	12/07/2018	110.82	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 302133.01:						110.82	.00					
1951	UTILITY REFUND #6	303222.01		<u>HUBBLE HOMES, 1088 E JACK CREEK ST, UTILITY REFUND</u>	11/28/2018	7.24	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 303222.01:						7.24	.00					
1951	UTILITY REFUND #6	303236.01		<u>HUBBLE HOMES, 2368 N HOSE GULCH AVE, UTILITY REFUND</u>	12/07/2018	1.47	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 303236.01:						1.47	.00					
1951	UTILITY REFUND #6	310043.01		<u>TOLL BROS, 1093 W SAGWON DR, UTILITY REFUND</u>	11/28/2018	64.49	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310043.01:						64.49	.00					
1951	UTILITY REFUND #6	310209.01		<u>TOLL BROS, 1488 W SOLDOTNA DR, UTILITY REFUND</u>	11/28/2018	60.43	.00	99-1075 Utility Cash Clearing	0	12/18		

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Total 310209.01:						60.43	.00					
1951	UTILITY REFUND #6	310220.01		<u>TOLL BROS. 9465 S UPDALE AVE. UTILITY REFUND</u>	11/28/2018	66.00	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310220.01:						66.00	.00					
1951	UTILITY REFUND #6	310221.01A		<u>TOLL BROS. 9481 S UPDALE AVE. UTILITY REFUND</u>	12/07/2018	58.76	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310221.01A:						58.76	.00					
1951	UTILITY REFUND #6	310228.01A		<u>TOLL BROS. 1461 W SOLDOTNA DR. UTILITY REFUND</u>	12/07/2018	58.76	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310228.01A:						58.76	.00					
1951	UTILITY REFUND #6	310305.01		<u>TOLL BROS. 945 W SAGWON DR. UTILITY REFUND</u>	12/03/2018	47.08	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310305.01:						47.08	.00					
1951	UTILITY REFUND #6	310334.01		<u>TOLL BROS. 9322 S ORENBURG AVE. UTILITY REFUND</u>	11/28/2018	67.61	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310334.01:						67.61	.00					
1951	UTILITY REFUND #6	310336.01A		<u>TOLL BROS. 9274 S ORENBURG AVE. UTILITY REFUND</u>	12/07/2018	58.76	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310336.01A:						58.76	.00					
1951	UTILITY REFUND #6	310337.01		<u>TOLL BROS. 9269 S RUSSELL AVE. UTILITY REFUND</u>	12/03/2018	60.64	.00	99-1075 Utility Cash Clearing	0	12/18		

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Total 310337.01:						60.64	.00					
1951	UTILITY REFUND #6	310341.01		<u>TOLL BROS. 9365 S RUSSELL AVE. UTILITY REFUND</u>	12/07/2018	61.33	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310341.01:						61.33	.00					
1951	UTILITY REFUND #6	310346.01A		<u>TOLL BROS. 9272 S RUSSELL AVE. UTILITY REFUND</u>	12/07/2018	58.76	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 310346.01A:						58.76	.00					
1951	UTILITY REFUND #6	60220.01		<u>W L KINDRED. 629 N SCHOOL AVE. UTILITY REFUND</u>	12/07/2018	2.28	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 60220.01:						2.28	.00					
1951	UTILITY REFUND #6	91250.01		<u>DIRK DEAN DUNCAN. 915 N QUARTZITE AVE. UTILITY REFUND</u>	12/07/2018	151.41	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 91250.01:						151.41	.00					
1951	UTILITY REFUND #6	92090.03		<u>MICHAEL P MCCORMICK. 1387 N ANTIMONY PL. UTILITY REFUND</u>	12/07/2018	92.85	.00	99-1075 Utility Cash Clearing	0	12/18		
Total 92090.03:						92.85	.00					
Total UTILITY REFUND #6:						3,276.00	.00					
<b>UTILITY TRAILER SALES OF IDAHO, INC.</b>												
1641	UTILITY TRAILER SALES OF IDAHO, INC.	A133605	7819	<u>BARREL OF DEF FOR DIESEL TRUCKS. B.GILLOGLY, NOV.'18 - ADMIN</u>	11/29/2018	44.44	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/18		
1641	UTILITY TRAILER SALES OF IDAHO, INC.	A133605	7819	<u>BARREL OF DEF FOR DIESEL TRUCKS. B.GILLOGLY, NOV.'18 - WATER</u>	11/29/2018	17.78	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	12/18		



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SEWER	11/30/2018	1,477.07	.00	21-6190_POSTAGE & BILLING	0	12/18		
857	VALLI INFORMATION SYSTEMS, INC	50297		POSTAGE, ESTATEMENTS, IMAGING, FOR NOV.'18 - P.I	11/30/2018	581.88	.00	25-6190_POSTAGE & BILLING	0	12/18		
Total 50297:						4,475.98	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,741.35	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - ADMIN	11/28/2018	97.41	.00	01-6255 TELEPHONE	0	12/18		
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - PARKS	11/28/2018	313.12	.00	01-6255 TELEPHONE	1004	12/18		
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - BUILDING INSPECTION	11/28/2018	86.98	.00	01-6255 TELEPHONE	1005	12/18		
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - WATER	11/28/2018	301.21	.00	20-6255 TELEPHONE EXPENSE	0	12/18		
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - SEWER	11/28/2018	257.77	.00	21-6255 TELEPHONE EXPENSE	0	12/18		
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - P.I	11/28/2018	78.63	.00	25-6255 TELEPHONE EXPENSE	0	12/18		
1575	VERIZON WIRELESS	9819303392		CELL PHONE SERVICE, 10/29-11/28/18 - ECONOMIC DEVELOPMENT	11/28/2018	43.48	.00	01-6255 TELEPHONE	4000	12/18		
Total 9819303392:						1,178.60	.00					
Total VERIZON WIRELESS:						1,178.60	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0419600		RECORDS DESTRUCTION, 11/1-30/18 - ADMIN	12/01/2018	7.00	.00	01-6052 CONTRACT				

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
								SERVICES	0	12/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0419600		<u>RECORDS DESTRUCTION, 11/1</u> <u>-30/18 - P &amp; Z</u>	12/01/2018	2.25	.00	01-6052 CONTRACT SERVICES	1003	12/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0419600		<u>RECORDS DESTRUCTION, 11/1</u> <u>-30/18 - WATER</u>	12/01/2018	6.63	.00	20-6052 CONTRACT SERVICES	0	12/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0419600		<u>RECORDS DESTRUCTION, 11/1</u> <u>-30/18 - SEWER</u>	12/01/2018	6.63	.00	21-6052 CONTRACT SERVICES	0	12/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0419600		<u>RECORDS DESTRUCTION, 11/1</u> <u>-30/18 - P.I</u>	12/01/2018	2.49	.00	25-6052 CONTRACT SERVICES	0	12/18		
Total 0419600:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
<b>WESTERN STATES CHEM</b>												
274	WESTERN STATES CHEM	182051		<u>CLEANING SUPPLIES FOR</u> <u>PARK BATHROOMS, M.MEADE,</u> <u>NOV.'18 - PARKS</u>	11/02/2018	1,282.22	.00	01-6025 JANITORIAL	1004	12/18		
Total 182051:						1,282.22	.00					
274	WESTERN STATES CHEM	182229		<u>1 CASE FOAM HANDSOAP FOR</u> <u>PARKS RESTROOMS,</u> <u>M.MEADE, NOV.'18</u>	11/29/2018	171.62	.00	01-6025 JANITORIAL	1004	12/18		
Total 182229:						171.62	.00					
Total WESTERN STATES CHEM:						1,453.84	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN000827073	7777	<u>NEW BATTERIES FOR</u> <u>TRUCK#24, M.MEADE, NOV.'18</u>	11/20/2018	198.16	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	12/18		

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Total IN000827073:						198.16	.00					
Total WESTERN STATES EQUIPMENT CO.:						198.16	.00					
<b>WEX BANK</b>												
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - ADMIN</u>	11/30/2018	33.36	.00	<u>01-6300 FUEL</u>	0	12/18		
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - P &amp; Z</u>	11/30/2018	9.57	.00	<u>01-6300 FUEL</u>	1003	12/18		
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - PARKS</u>	11/30/2018	227.13	.00	<u>01-6300 FUEL</u>	1004	12/18		
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - BUILDING INSPECTION</u>	11/30/2018	236.65	.00	<u>01-6300 FUEL</u>	1005	12/18		
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - WATER</u>	11/30/2018	491.59	.00	<u>20-6300 FUEL</u>	0	12/18		
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - SEWER</u>	11/30/2018	130.62	.00	<u>21-6300 FUEL</u>	0	12/18		
1234	WEX BANK	56859578		<u>FUEL, NOV.'18 - P.I</u>	11/30/2018	130.10	.00	<u>25-6300 FUEL</u>	0	12/18		
Total 56859578:						1,259.02	.00					
Total WEX BANK:						1,259.02	.00					
<b>WHEELER SHEET METAL</b>												
341	WHEELER SHEET METAL	5235	7846	<u>GENERATOR WORK AT 10 MILE PUMP STATION, T.FLEMING, DEC.'18</u>	08/28/2018	220.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	12/18		
Total 5235:						220.00	.00					
341	WHEELER SHEET METAL	5268		<u>BUTLER PUMP STATION REPAIRS ON AC UNIT, NOV.'18 - WATER</u>	11/01/2018	3,550.00	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	12/18		
Total 5268:						3,550.00	.00					

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Total WHEELER SHEET METAL:						3,770.00	.00					
<b>WHITE, PETERSON, GIGRAY, &amp; NICHOLS P.A.</b>												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131104		<u>GENERAL LEGAL SERVICES FOR NOVEMBER 2018 - ADMIN</u>	11/30/2018	2,844.71	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131104		<u>GENERAL LEGAL SERVICES FOR NOVEMBER 2018- P &amp; Z</u>	11/30/2018	9,080.51	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131104		<u>GENERAL LEGAL SERVICES FOR NOVEMBER 2018 - WATER</u>	11/30/2018	2,327.49	.00	20-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131104		<u>GENERAL LEGAL SERVICES FOR NOVEMBER 2018 - SEWER</u>	11/30/2018	2,586.10	.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131104		<u>GENERAL LEGAL SERVICES FOR NOVEMBER 2018 - P.I</u>	11/30/2018	862.03	.00	25-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
Total 131104:						17,700.84	.00					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131105		<u>LEGAL SERVICES, 11/5-30/18 - ADMIN</u>	11/30/2018	728.68	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131105		<u>LEGAL SERVICES, 11/5-30/18 - P&amp;Z</u>	11/30/2018	260.23	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131105		<u>LEGAL SERVICES, 11/5-30/18 - WATER</u>	11/30/2018	676.63	.00	20-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131105		<u>LEGAL SERVICES, 11/5-30/18 - SEWER</u>	11/30/2018	676.63	.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	131105		<u>LEGAL SERVICES, 11/5-30/18 - P.I</u>	11/30/2018	260.24	.00	25-6202 <u>PROFESSIONAL SERVICES</u>	0	12/18		

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Total 131105:						2,602.41	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						20,303.25	.00					
Grand Totals:						1,083,497.81	240,134.61					

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

# White Peterson

**Attorneys at Law**  
5700 E. Franklin Road, Suite 200  
Nampa, Idaho 83687  
Telephone: (208) 466-9272

## Memorandum

*Attorney/Client Privileged Information*

**To:** Mayor and City Council, City of Kuna  
*Delivered via Council packet*

**From:** Mathew Johnson, Assistant City Attorney

**Date:** December 12, 2018

**Re:** City of Kuna – Suez Mutual Cooperation Agreement

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### Background:

The City filed for certain transfers of water rights that would allow the City to use alternate points of diversion (APODs) in connection with new wells associated with the Falcon Crest Subdivision development. Suez had protested these transfers, which had triggered an administrative hearing process before the Idaho Department of Water Resources. The protest process was anticipated to be time-consuming and lead to undesired delays.

In the interests of time, City staff and legal counsel entered into discussions with Suez to seek to resolve the protest. Those discussions led to this proposed Mutual Cooperation Agreement as resolution of the concerns.

### Key Pieces of the Agreement:

- Suez withdraws its protest, which is anticipated to allow for a more streamline and timely review and approval process on the City transfer applications.
- Suez and the City commit to continuing informal communications to improve cooperation.
- Suez and City agree to pursue a service area agreement (based on a City of Meridian example) to address overlapping service areas and growth. This will be pursued over the next 8 months.
- City agrees to certain well monitoring and reporting. The monitoring plan has been reviewed and approved by staff.
- The parties agree to provide each other with additional advance notice (four weeks) with respect to any future water rights applications.

### Legal Recommendation:

This Agreement and framework has been reviewed by public works staff and legal counsel, and is provided with a recommendation for the Council to approve and authorize the Mayor to sign the Agreement.

Suez has already approved and executed the Agreement.

**RESOLUTION No. R93-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA; SETTING FORTH CERTAIN PURPOSES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY THAT CERTAIN AGREEMENT ENTITLED THE “2018 MUTUAL COOPERATION AGREEMENT” BY AND AMONG THE CITY AND SUEZ WATER IDAHO, INC.; DIRECTING THE CLERK; AND SETTING AN EFFECTIVE DATE.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna, Idaho as follows:

**Section 1. Findings**

**1.1** The Mayor and City Council of the City of Kuna finds that it is in the best interests of the City of Kuna to enter into that certain Agreement entitled “*2018 Mutual Cooperation Agreement*” for the reasons stated under the RECITALS of that agreement.

**Section 2: Action authorizing the Mayor to execute the “2018 Mutual Cooperation Agreement”.**

**2.1** The Mayor of this City is hereby authorized to execute that certain “*2018 Mutual Cooperation Agreement*”, a true and correct copy of which is attached hereto marked “**Exhibit A,**” subject to the terms and conditions stated therein.

**Section 3. Directing the Clerk**

**3.1** The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to SUEZ Water Idaho, Inc.

**Section 4. Effective Date**

**4.1** This resolution shall be in full force and effect after its passage and approval.

**PASSED BY THE COUNCIL** of Kuna, Idaho on this 18<sup>th</sup> day of December, 2018.

**PASSED BY THE MAYOR** of Kuna, Idaho on this 18<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**2018 MUTUAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF KUNA AND SUEZ WATER IDAHO INC.**

The City of Kuna ("City") and SUEZ Water Idaho Inc. ("SUEZ") (collectively "Parties") enter into this *2018 Mutual Cooperation Agreement* ("Agreement").

**RECITALS**

1. **Falcon Crest annexation.** An application for annexation of approximately 960 acres of land, including the existing Falcon Crest Golf Course and surrounding undeveloped land, is now pending before the City of Kuna Planning and Zoning Commission. The proposed annexation is located to the northeast of the corner of East Kuna Road and South Cloverdale Road to the east of the City. The proposed annexation is referred to as the Falcon Crest Subdivision.
2. **Water Right Transfer Application.** On August 4, 2018, the City filed its *Amended Application for Transfer of Water Right – Point(s) of Diversion* No. 81844 ("City's Application") seeking to transfer (*i.e.*, change) water right Nos. 63-3266, 63-8215, 63-11970, 63-12394, 63-12552, and 63-31481. The purpose of the transfer is to add "alternate points of diversion" ("APODs") to existing City water rights to provide a water supply to support the construction of new wells that will serve the Falcon Crest Subdivision.
3. **SUEZ protest.** SUEZ filed its *Notice of Protest* to the *Transfer Application* on August 6, 2018.
4. **Resolution of concerns.** The Parties have engaged in productive discussions addressing the concerns that gave rise to SUEZ's protest, including (1) APODs, (2) well monitoring, (3) advance notification, and (4) overlapping water service areas.

5. **Shared goals for long term planning.** The City and SUEZ have common goals and interests with respect to the full development and efficient management of ground water for municipal use in the Treasure Valley. The Parties believe that sound and effective long range planning for municipal water supplies, based on full disclosure and public scrutiny, is in the public interest and in their common best interests.

6. **Shared goals for facilitating development.** The City and SUEZ have common goals and interests and wish to cooperate in facilitating new developments such as the Falcon Crest Subdivision that are consistent with the City's land use planning requirements.

7. **Shared reliance on APODs.** Both the City and SUEZ own and operate municipal water systems in Ada County. The Parties each rely on "alternate points of diversion" ("APODs") that allow municipal providers to divert ground water rights through multiple authorized points of diversion. The Parties have a common interest in the fair, even-handed, and predictable administration of APODs.

8. **Water service areas.** At this time, SUEZ serves no customers within the City's city limits, and the City serves no customers within SUEZ's certificated service area. (SUEZ's certificated service area is the water service area approved and certified by the Idaho Public Utilities Commission.) In 2002, SUEZ adopted a planning area in connection with its Integrated Municipal Application Package ("IMAP"). The planning area is SUEZ's anticipated future water service area established pursuant to the 1996 Municipal Water Act. The City recently extended its area of city impact into SUEZ's planning area. The area within both the City's area of city impact and SUEZ's planning area is referred to as the "Overlapped Area." The proposed annexation of the Falcon Crest Subdivision lies within the City's area of city impact. Most of the Falcon Crest Subdivision falls outside of SUEZ's planning area. However, a small portion of

proposed development lies within the Overlapped Area and within SUEZ's certificated service area. The portion of Falcon Crest Subdivision lying within the Overlapped Area and within SUEZ's certificated service area is a single quarter section (160 acres) of undeveloped land lying to the northeast of the intersection of E Kuna Road and S Five Mile Road. The Parties recognize the importance of avoiding conflict and providing certainty with respect to their respective service areas within the Overlapped Area. Amicable resolution of uncertainties with respect to who will provide water service in the Overlapped Area will avoid wasteful litigation and enable both the City and SUEZ to plan for the future, make wise investments in infrastructure, and ensure the most efficient and cost-effective water delivery systems.

9. **Shared desire for effective communication.** The Parties believe that regular communication between SUEZ and the City will facilitate cooperative efforts aimed at encouraging and promoting their shared goals and common interests. This *Agreement* confirms and reaffirms that spirit of cooperation by formalizing mechanisms for regular communication and advance notification. These terms are intended to avoid surprise, conflict, and injury with respect to water rights, water supply, and service areas.

#### TERMS OF AGREEMENT

10. **Withdrawal of protest.** In light of the Parties' shared goals and common interests as described in the recitals above and in consideration of the further terms set out below, SUEZ agrees to withdraw its protest of the City's *Transfer Application*.

11. **APODs.** The Parties agree to cooperate with each other in exploring common interests in the pursuit of sound Idaho Department of Water Resources ("IDWR") policy on the administration of APODs. In order to facilitate the speedy approval of the *Transfer Application*, such cooperation will occur in forums outside of this transfer proceeding. SUEZ's withdrawal of

its protest will be conditioned solely on inclusion of the standard APOD condition language, without a requirement that IDWR address in the transfer approval how that condition will be administered.

12. **Well monitoring.** In a separate submission to IDWR, the City and SUEZ have agreed to proposed conditions requiring the City to implement well measuring and monitoring procedures. SUEZ's withdrawal of its protest is conditioned on the inclusion of these conditions in the approval of the transfer.

13. **Advance notification of water right applications.** The Parties agree to advise each other at least four weeks in advance prior to filing any water right application (see definitions in paragraph 18) with IDWR with respect to a ground water right with a point of diversion within five miles of the other Party's area of city impact (in the case of the City) or certificated service area (in the case of SUEZ). The purpose of this advance notice is to provide the Parties an opportunity to express any concerns to the other Party prior to the filing and, if those concerns are not addressed, to protest or seek other relief.

14. **Penalty.** If a Party fails to provide advance notification as required by paragraph 13 of this *Agreement* and the other Party is materially injured or disadvantaged thereby, the approval of any application made without the required notification shall be voidable, but only if the objecting Party serves a demand letter upon the applicant within 30 days of learning of the breach and no accommodation is reached despite good faith efforts of the Parties to address the legitimate concerns of each other. If the approval of an application is voided, this *Agreement* does not prohibit the Party from filing a similar application, which shall be subject to the same notice requirements. This remedy does not limit any other legal or administrative remedy available to the other Party to address material injury or loss.

15. **Service Area Agreement.** The Parties commit in good faith to negotiate a separate Service Area Agreement that will delineate their respective service areas. This Service Area Agreement will be modeled conceptually on the Mutual Cooperation Agreement between the City of Meridian and United Water Idaho Inc. dated February 19, 2007, a copy of which is attached hereto as Exhibit 1. The Parties commit in good faith to complete and execute this Service Area Agreement within eight months of the execution of this *Agreement*.

16. **Cooperation and communication.** In order to facilitate and enhance cooperation and communication between the Parties, the Parties agree to meet informally on an annual basis or more often as the Parties deem appropriate. These meetings will be attended by staff or officers of the respective Parties and such others as the Parties may invite. These meetings are intended to provide an ongoing opportunity for constructive dialogue on issues of mutual concern regarding water supply infrastructure, public policy, and long-term planning to meet the water needs of their members and customers.

17. **Enforcement and third party rights.** This *Agreement* reflects good faith commitments by the Parties to each other in the spirit of cooperation. It is not intended to be enforced through administrative or legal proceedings except as provided in paragraph 14. This *Agreement* creates no third party rights.

18. **Definitions.** The term “water right” includes water rights of any type, including permits, licenses, decrees, or other entitlements. The term “application” includes any new application to appropriate water, to transfer or change the elements of an existing water right, to amend an existing permit, to effect an exchange of water right, to implement a mitigation plan, to create a ground water district, to create or modify a ground water management or critical ground water area, to impose any type of administration of water rights. However, the term

“application” does not include a protest, intervention, or similar objection or participation by a Party with respect to an application of any sort filed by a third party. Nor does the term include an application by a Party for lease or rental of a water right. The term “application” does not include communications with IDWR to correct clerical errors, to address other ministerial matters, or to seek guidance or clarification on regulatory matters or matters of IDWR policy. Finally, the term “application” does not include discussions or actions on legislative, regulatory, or other public policy matters.

19. **Legal counsel.** In negotiating this *Agreement*, the Parties have consulted with and been represented by their respective legal counsel. In this matter, the City is represented by White Peterson Gigray & Nichols, P.A. and SUEZ is represented by Givens Pursley LLP.

20. **Modification.** This *Agreement* may be modified by the Parties by mutual agreement at any time. To be effective, such modifications shall be memorialized and acknowledged by both Parties in writing(s) and/or email(s).

21. **Entire agreement.** This *Agreement* embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this *Agreement* supersedes all previous agreements and understandings between the Parties addressing this subject matter.

22. **Successors and assigns.** This *Agreement* shall be binding upon the Parties hereto and their respective administrators, employees, successors, and assigns.

23. **Controlling law.** This *Agreement* shall be construed and interpreted in accordance with the laws of the State of Idaho.

24. **Effective date.** This *Agreement* shall be effective as of the last date shown on the signature blocks below.

25. **Authority.** Each of the Parties represents that the undersigned representative of that Party has authority to execute this *Agreement* and bind that Party.

26. **Recording.** This *Agreement* shall not be recorded in county real property records, but may be filed by either party in the records of IDWR.

The undersigned have read this *Agreement* and agree to its terms.

CITY OF KUNA

Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Joe Stear  
Mayor

SUEZ WATER IDAHO INC.

Date: Nov 28, 2018

By: \_\_\_\_\_  
Marshall Thompson  
Vice President and General Manager

## **Exhibit 1: Meridian – United Water Agreement (2/19/2007)**

### **MUTUAL COOPERATION AGREEMENT**

THIS MUTUAL COOPERATION AGREEMENT ("Agreement"), dated this 19<sup>th</sup> day of February, 2007 is entered into by and between The City of Meridian, a municipal corporation of the State of Idaho (hereinafter "Meridian") and United Water Idaho Inc., an Idaho corporation (hereinafter "United Water" or the "Company"). Meridian and United Water are sometimes referred to as the "Party" or "Parties", as the case may be.

#### **WITNESSETH:**

WHEREAS, both Meridian and United Water own and operate public water supply systems in Ada County; and

WHEREAS, on April 28, 2006, United Water and Meridian entered into a Stipulation, for the purpose of settling Meridian's Protest in United Water's Case No. UWI-W-05-4 before the Idaho Public Utilities Commission ("IPUC"), regarding United Water's request to amend and revise its Certificate of Convenience and Necessity No. 143 (hereinafter "Certificate") which identifies areas in which United Water may provide public water service; and

WHEREAS, on June 8, 2006, the IPUC issued Order No. 30070 in Case UWI-W-05-4 approving the Stipulation and approving United Water's amended Certificate; and

WHEREAS, Meridian and United Water have been negotiating in good faith regarding future water service to additional areas within Ada County that may be within Meridian's current or expected future Area of Impact, and/or corporate city limits; and

WHEREAS, the colored map attached hereto as Exhibit A shows certain service areas over which the Parties have completed negotiations; and

WHEREAS, Meridian and United Water wish to enter into this Agreement in order to more clearly define future water service areas between the Parties, and to establish criteria upon which certain future water service areas can be determined;

NOW, THEREFORE, in consideration of the following mutual covenants and agreements between the Parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Stipulation: As a result of the above referenced Stipulation, United Water shall have the exclusive right to provide water service to the areas denominated on Exhibit A as "Danskin/Saddle Ridge", "McMillan/Eagle", "Cloverdale", and "Lake Hazel/Cloverdale".
2. Continued Service: United Water shall have the exclusive right to continue providing water service to all areas in which United Water currently provides water service, as of the date of this Agreement, that may fall within Meridian's Proposed Area of Impact as shown on Exhibit A.
3. Chinden: The Parties agree that United Water shall have the exclusive right to provide water service to that portion of the Meridian Proposed Area of Impact that is north of Chinden Boulevard and is shown in yellow and denominated as "Chinden" on Exhibit A. Further, to the extent that water service is requested for property fronting on the south side of Chinden Boulevard and the "Chinden" area, and if United Water has the capability to serve directly from its main(s) in Chinden Boulevard, then United Water shall have the right to provide the requested water service.
4. Gray Area: The Parties agree that with respect to the area denoted as the "Meridian/United Water Gray Area" ("Gray Area") shown in gray on Exhibit A, Meridian shall provide water service in the area if the area or any portion of it is annexed by the City of Meridian, and likewise, United Water shall provide water service in the area if the area or any portion of it is annexed by the City of Boise. In the event that any portion of the Gray Area is not annexed by either City, then Meridian shall provide water service within such portion of the Gray Area if Meridian provides sewer service to such area, and United Water shall provide water service within such portion of the Gray Area if the City of Boise or any other sewer provider provides sewer service to such area.
5. Other Service Areas: The Parties agree that, other than the areas discussed in Paragraph 4 hereinabove, United Water shall have the right to apply for amendments to its Certificate for areas outside of Meridian's Proposed Area of Impact, as shown on Exhibit A without protest by Meridian; provided however, that in the event that Meridian extends its actual Area of Impact

beyond that which is delineated on Exhibit A, Meridian shall have the exclusive right to provide water service to that area within its Area of Impact that is not already within United Water's authorized service area and United Water shall have the exclusive right to provide water service to areas within its then authorized service area. In addition, if Meridian's Area of Impact contracts, then United Water shall have the exclusive right to apply for amendments to its Certificate of Convenience and Necessity without protest and, if so authorized by the IPUC, to provide water service to those areas that were formerly within Meridian's Area of Impact, excluding any existing customers and any property that has been annexed, or applied for annexation, to Meridian at the time of United Water's application.

6. Proposed Area of Impact: The Parties recognize and agree that, as of the date of this Agreement, the area designated on Exhibit A as Meridian's Area of Impact has been adopted by Meridian's City Council but has not yet been approved by Ada County. To the extent that any portion of Meridian's Proposed Area of Impact is reduced from that shown on Exhibit "A", and such portion is covered within this Agreement, then Meridian shall not protest any filings by United Water to amend its Certificate of Convenience and Necessity with regard to such service areas.

7. Consumption Data for Sewer Billing: United Water agrees to provide information necessary from its water consumption records for any and all of its water customers located within the corporate limits of Meridian for the purpose of updating Meridian's sewer billings. The information shall include such information as account status, account number, customer name and service address, winter consumption reading dates, consumption per reading, total consumption for the last two billing periods prior to March 31 of the present year, and the average consumption of that same period. The information shall be in water book order and contain all books for accounts in which Meridian would have a sewer account. Meridian agrees it will request this information by letter in March of the current year, and provide the water book numbers to United Water that have Meridian sewer accounts in them. This information shall be provided annually during the month of April of the current year. The information shall be provided in a digital format agreed upon by both United Water and Meridian. The information

provided shall be used by Meridian for the purpose of updating sewer billings, computer sewer modeling and for future reasons agreed upon by both United Water and Meridian.

8. Entire Agreement: This Agreement and all exhibits hereto embody the entire Agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous and contemporaneous communications, representations, and agreements, either written or verbal, between the parties on these matters.

9. Severability: If any of the provisions of this Agreement shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect, unless elimination of the unenforceable provisions shall materially frustrate the intent of the parties.

10. Successors and Assigns: This Agreement shall be binding upon the parties hereto and their respective administrators, employees, successors and assigns.

11. Controlling Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. No term or omission of language in this Agreement shall be construed to amend or waive any provision of the regulations or ordinances of the City of Meridian. The venue for any claim, litigation or cause of action between the parties shall be the Fourth Judicial District Court, Ada County, Idaho.

12. Exhibits: All exhibits referenced herein and attached hereto are incorporated into and made a part of this Agreement as if expressly and fully set forth in the body of this Agreement.

13. Notice: Notices required or contemplated under this Agreement shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, to the respective parties at the following addresses:

City:

City of Meridian  
ATTN: City Clerk  
33 East Idaho Avenue  
Meridian, Idaho 83642

United Water:

United Water Idaho Inc.  
ATTN: General Manager  
P.O. Box 190420  
Boise, Idaho 83719-0420

14. Amendment: No amendment, alteration or modification of this Agreement shall be effective unless made in writing and duly executed by the parties.

15. Duplicate Originals: This Agreement shall be executed in duplicate originals, with each page, including exhibits, initialed by each party, and each party shall retain one (1) original of the Agreement.

16. Waiver: The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

17. Dispute Resolution: The parties agree that any controversy or claim arising out of or relating to this Agreement, or its breach, shall first attempt to be settled by discussions and negotiation between the parties. If, after reasonable negotiations, the parties are unable to resolve the dispute, then the parties shall attempt to settle the dispute by mediation in accordance with the Commercial Mediation Procedures of the American Arbitration Association then in effect, with both parties sharing equally in the mediator's fee. A request for mediation shall be filed with the other party to the agreement. The request may be made concurrently with the filing of a legal action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court

order. The parties shall endeavor to mutually agree on an independent, professional mediator within 15 days of the request for mediation. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall pay all of their own expenses associated with mediation, including any attorney fees and travel expenses.

18. Attorney Fees: In the event either party is required to enforce the terms or provisions of this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to recover a reasonable attorney fee for the prosecution thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective as of this 19<sup>th</sup> day of FEBRUARY, 2007.

United Water Idaho Inc.

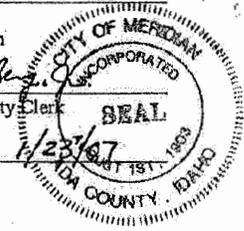
City of Meridian

By: *Gregory P. Wyatt*  
Gregory P. Wyatt  
Vice President, United Water Idaho Inc.

By: *Tammy de Weerd*  
Tammy de Weerd  
Mayor, City of Meridian

Attest: *William G. Berg, Jr.*  
William G. Berg, Jr., City Clerk

Approved By Council: 4/23/07





**RESOLUTION NO. R94-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY TREASURER TO RELEASE THE CASH BOND FOR JOURNEYS END SUBDIVISION NO. 2.**

**WHEREAS** the City Council for Kuna, Idaho passed Resolution No. R82-2017 authorizing the City of Kuna to accept a “*City of Kuna Improvement Agreement (Cash Bond)*” in lieu of construction for Journeys End Subdivision No. 2 under certain terms and conditions so the final plat may be recorded prior to completion of construction; and

**WHEREAS** Journeys End Subdivision No. 2 did provide the cash deposit in the amount of one hundred twenty thousand two hundred ninety -three dollars and .03 cents (\$120,293.03) as required in the “*City of Kuna Improvement Agreement (Cash Bond)*”; and

**WHEREAS** Journeys End Subdivision No. 2 did comply with all terms and conditions as required by the city by completing said requirements to the city’s satisfaction, as evidenced by the “*City of Kuna Final Subdivision Check-off List*” attached hereto and made a part hereof as **Exhibit A**.

**BE IT HEREBY RESOLVED** that the City Treasurer is authorized to release the Journeys End Subdivision No. 2 Cash Bond.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of December, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



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

*City of Kuna*  
**FINAL PLAT MEMORANDUM**  
**(PRIOR TO RECORDING)**

Subdivision:	Journeys End No. 2		
Developer:	BLACK'S CREEK, LLP - Steve Arnold.		
Telephone:		Email:	

The final plat CAN NOT be recorded without receiving original signatures for each line item.

The items below have been completed by the subdivider, inspected and approved to your satisfaction:

AGENCY	ITEM	SIGNATURE & TITLE	DATE	BONDED (Yes or No)
Boise Project Board of Control	<ul style="list-style-type: none"> <li>Requirements are satisfied</li> </ul>			
Kuna Rural Fire Department	<ul style="list-style-type: none"> <li>Fire Hydrants</li> <li>Fire Flow</li> <li>All Weather Roads</li> </ul>			
Kuna Forester	<ul style="list-style-type: none"> <li>Landscaping</li> </ul>	N/A TB.	11-8-17	
Public Works	<ul style="list-style-type: none"> <li>City Water</li> <li>City Sewer</li> <li>City Irrigation</li> <li>Streetlights</li> </ul>		11-8-17	lights, fence ✓
Planning & Zoning	<ul style="list-style-type: none"> <li>Conditions of Approval</li> <li>Fees Paid</li> </ul>	Tony B. [Signature]	11-8-17	
City Engineer	<ul style="list-style-type: none"> <li>Water Rights Annexed</li> <li>Final Check-Off</li> </ul>		11-8-17	
City Clerk	<ul style="list-style-type: none"> <li>Recordation of the Development Agreement</li> </ul>	Chris [Signature]	11-8-17	



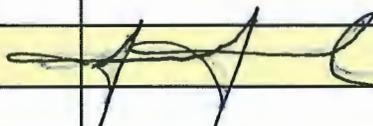
# City of Kuna

## FINAL PLAT CHECK-OFF (PRIOR TO RECORDING)

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

Subdivision: Journey's End No. 2
Developer: A Team Land Consultants
Telephone: 321-0525

The final plat **CAN NOT** be recorded prior to receiving a signature for each item; must be ORIGINAL signatures.

Item	Signature	Date	Bond
Lateral/Ditch/Canal <i>Boise Project Board of Control</i>			N/A
Fire hydrants <i>Kuna Fire Department</i>		11/14/17	
Water lines <i>Kuna Public Works</i>			
Sewer lines <i>Kuna Public Works</i>			
Irrigation lines <i>Kuna Public Works</i>			
Landscaping <i>Kuna Planning Dept./Forester</i>			N/A Bond
Conditions of Approval <i>Kuna Planning Dept.</i>			
Streetlights <i>City Street Light Inspector</i>			Bond
Water Rights Annexed <i>Kuna GIS Manager</i>			
Recorded Development Agreement <i>City Clerk</i>			
Fees paid (PZ Dept./Engineer/Clerk) <i>Kuna Planning Dept.</i>			
City Engineer final check-off <i>City Engineer</i>			
Special documents/conditions <i>City Clerk/Planning Dept.</i>			

**CITY OF KUNA****P.O. BOX 13****KUNA, ID 83634****[www.kunacity.id.gov](http://www.kunacity.id.gov)****Phone: (208) 577-8794****Fax: (208) 922-5816****Email: [bbachman@kunaid.gov](mailto:bbachman@kunaid.gov)**

Bob Bachman, BOC 1, IBC  
Public Works Director  
City of Kuna

## MEMO

**Date:** December 13, 2018  
**From:** **Bob Bachman;** Public Works Director  
**Paul Stevens;** City Engineer  
**To:** **Mayor and City Council**  
**RE:** **D & B Supply- MOU of EDUs**

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Mayor and Council,

I was asked by the agent for D & B Supply, Travis Stroud, to review and assess the EDU calculation for his project. Travis felt that the EDU fees provided to him by the City of Kuna were extremely high in comparison to all other projects he has completed around the valley, so we agreed to review this upon his request. I had a meeting with Bill Gigray, our City Attorney, to discuss the situation. He advised that we could create a Memorandum of Understanding until we had more staff time to research the situation. Travis agreed to pay the 3 EDUs up front with understanding that whatever the determined amount is, it would be collected before Certificate of Occupancy is issued. The reason behind this request or agreement is so that we don't hold up their building permit while we review their request. Please see the attached MOU.

Thank you,

Bob Bachman and Paul Stevens

**RESOLUTION NO. R95-2018  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF KUNA, IDAHO AND N.W. DEVELOPMENT CO. D & B SUPPLY MOU FOR PUBLIC WORKS PRELIMINARY CONDITIONAL EDU ASSESSMENT AND APPLICANT ACCEPTANCE.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho as follows:

The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Memorandum of Understanding by and between the City of Kuna, Idaho and N.W. Development Co. D & B Supply MOU for Public Works Preliminary Conditional EDU Assessment and Applicant Acceptance **EXHIBIT A.**

**PASSED BY THE COUNCIL** of Kuna, Idaho this 18<sup>th</sup> day of December, 2018.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 18<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



# City of Kuna

## PUBLIC WORKS PRELIMINARY CONDITIONAL EDU ASSESSMENT AND APPLICANT ACCEPTANCE

**Building Permit Applicant:** N.W. Development Co. D & B Supply ✓

**Applicant Agent:**  
NWDC, LLC  
ATTN: Travis Stroud  
1980 S Meridian Rd  
Meridian, ID 83642

**Building Construction Location:** 1980 S. Meridian Rd. Meridian, Idaho 83642  
Ashton Estates #1 Lot 3 Block 1 /Site Addresses New 1748 E. Linmar St. and Accessory 1845 E. Deer Flat Rd.

**Building Permit Nos:** 16984 New and 17011 Accessory (the "Building Permits")  
Building Permit Applicant seeks the issuance of the Building Permits so the Applicant can commence construction. Commercial Sewer LID Keybank, Sewer LID Reduced and Commercial-Sewer Interceptor Fees (the "Sewer Connection Fees") are charged as a condition of the issuance of the Building Permits. Kuna City Council Resolution R33-2012, prescribes the basis for which the Equivalent Dwelling Units ("EDUs") are calculated and fees determined as a part of the Sewer Connection Fees to be charged.

**Public Works Preliminary EDU Assessment:** The City Public Works Department has preliminarily determined that the EDU's part of the Sewer Connection Fees to be charged the Applicant Building Permit Nos. is between 3 to 9 EDU's; and

**Conditions:** The City Public Works Department is authorizes that the Building Permits be issued to the Applicant upon the Applicant's payment of Sewer Connection Fees which includes fees for 3 EDU's upon the following conditions:

- That the Applicant will not be entitled to an Occupancy Permit until the City Public Works Department has made the Final EDUs Determination which fees shall be included in the Applicants Building Permit Sewer Connection Fees; and
- The Applicant has paid all Sewer Connection Fees inclusive of the Final EDUs Determination.
- Public Works Department shall notify, in writing, the Applicant and the Building Official of this Department's Final EDUs Determination.
- The Applicant's signature herein is an acknowledgement and an acceptance of the conditions stated herein.

Dated: 12/13/18  
Travis Stroud - Manager  
Print- NWDC, LLC

[Signature]  
Signature- NWDC, LLC

Dated: \_\_\_\_\_  
\_\_\_\_\_  
Print- City of Kuna

\_\_\_\_\_  
Signature- City of Kuna

P.O. BOX 13  
NA ID 83634  
(8)922-5546  
www.KunaCity.id.gov

Mayor  
Steve Stear

City Council  
Members

Anna Buban-Vonder Haar  
Richard Cardoza  
Tren Christensen  
Craig McPherson



# City of Kuna

## City Council Staff Memo

763 W. Avalon St.  
Kuna, ID 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
WWW.Kunacity.Id.gov

**To:** City Council

**Case Number:** 18-15-FP – Final Plat;  
Gran Prado  
Subdivision No. 1

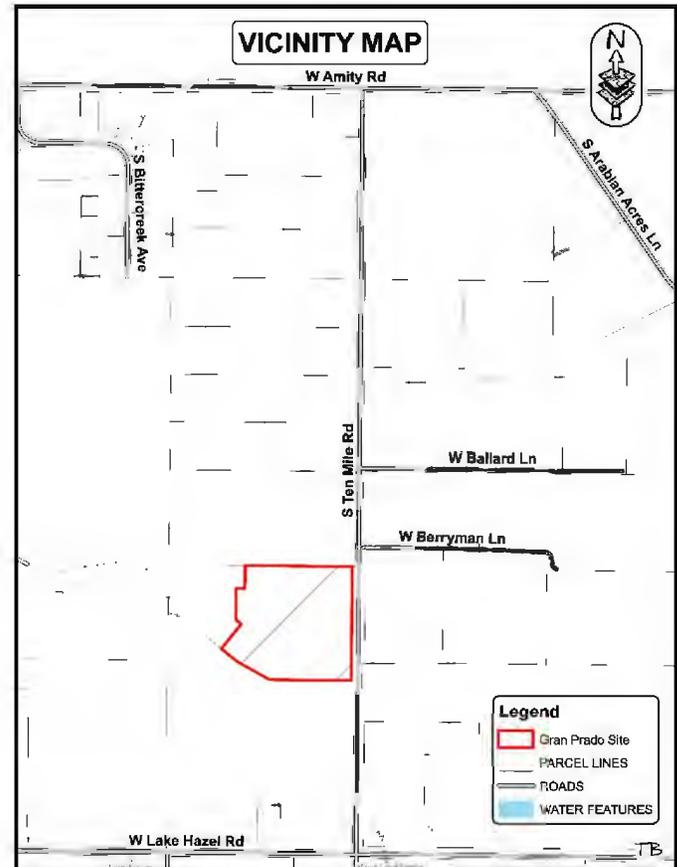
**Location:** Near the Northwest Corner  
of Lake Hazel & Ten Mile  
Roads  
Meridian, Idaho 83642

**Planner:** Troy Behunin, Planner III

**Meeting Date:** December 18, 2018

**Applicant:** **KM Engineering**  
Kirsti Grabo  
9233 W. State St.  
Eagle, ID 83714  
208.639.3939  
[kgrabo@kmengllp.com](mailto:kgrabo@kmengllp.com)

**Representative:** **Waters Edge Farm, LLC**  
6152 W. Half Moon Ln.  
Eagle, ID 83616  
[timothyeck@me.com](mailto:timothyeck@me.com)



### A. General Project Facts, Staff Analysis:

1. In accordance with KCC Title 6; Subdivision Regulations, applicant requests Final Plat approval for Gran Prado Subdivision No. 1. The Final Plat for Gran Prado Subdivision No. 1 proposes 71 buildable lots and 10 common lots, over approximately 10.88 acres (APN # S1315346850).

### B. Site Aerial Map: (See Below)

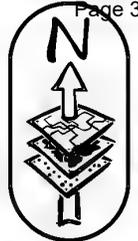


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**C. Staff Analysis:**

1. After reviewing the application, staff has determined the proposed final plat for Gran Prado Subdivision No. 1, appears to be in substantial conformance with the approved preliminary plat for the Gran Prado Subdivision.
2. Applicant shall secure all signatures on the final plat check-off memo prior to requesting City engineer signature on the final plat Mylar sheets.
3. Applicant shall be subject to the following recommended changes to the final plat and comments listed below, unless directed differently by Council;
  - a. The applicant shall adhere to all agency and staff recommendations.
  - b. Applicant shall follow all Kuna Rural Fire District standards.
  - c. If further correction is needed, the applicant shall amend the final plat until staff determines full technical compliance with all parts of the plat.
  - d. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works and P & Z Department staff.
  - e. Applicant shall follow all staff recommendations in this report, or the public works department memo.
  - f. Water Rights shall be annexed in to the KMID prior to recordation of the plat.
  - g. It is the responsibility of the applicant to secure all signatures on the final plat check-off memo prior to requesting Kuna City Engineer's signature on the final plat Mylar.
  - h. The applicant shall comply with all federal, state and local laws.

# VICINITY MAP



W Amity Rd

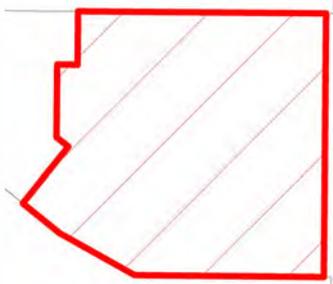
S Bittercreek Ave

S Arabian Acres Ln

S Ten Mile Rd

W Ballard Ln

W Berryman Ln



W Lake Hazel Rd

**Legend**

-  Gran Prado Site
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

Harris Lateral

Mason Creek Feeder

T.B



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

### Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	18-15-FP
Project name	GRAN PRADO NO. 1
Date Received	4-17-18
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Waters Edge Farm, LLC</u>	Phone Number: _____
Address: <u>6152 W Half Moon Lane</u>	E-Mail: _____
City, State, Zip: <u>Eagle, Idaho 83616</u>	Fax #: _____
Applicant (Developer): <u>same</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>KM Engineering, LLP</u>	Phone Number: <u>208.639.3939</u>
Address: <u>9233 W State Street</u>	E-Mail: <u>kgrab0@kmengllp.com</u>
City, State, Zip: <u>Eagle, Idaho 83714</u>	Fax #: <u>208.639.6930</u>

#### Subject Property Information

Site Address: <u>5975 S Ten Mile Rd.</u>	
Site Location (Cross Streets): <u>± ¼ mile north of Ten Mile and Lake Hazel on west side of Ten Mile</u>	
Parcel Number (s): <u>S1234417521</u>	
Section, Township, Range: <u>Section 34, T3N, R1W</u>	
Property size : <u>platting 14.08 pf 19.2 acres</u>	
Current land use: <u>agricultural</u>	Proposed land use: <u>single-family res</u>
Current zoning district: <u>R4</u>	Proposed zoning district: <u>R4</u>



**Project Description**

Project / subdivision name: Gran Prado Subdivision No. 1

General description of proposed project / request: Single-family detached homes on 14.08 acres

Type of use proposed (check all that apply):

Residential single-family

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): Walking paths

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: residential home w/ outbuildings

Any existing buildings to remain?  Yes  No

Number of residential units: 71 Number of building lots: 61

Number of common and/or other lots: 10

Type of dwellings proposed:

Single-Family \_\_\_\_\_

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

Multi-Family \_\_\_\_\_

Other \_\_\_\_\_

Minimum Square footage of structure (s): \_\_\_\_\_

Gross density (DU/acre-total property): 4.3 Net density (DU/acre-excluding roads): 5.7

Percentage of open space provided: 9.5% Acreage of open space: 1.33

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

**Non-Residential Project Summary (if applicable) N/A**

~~Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_~~

~~Gross floor area square footage: \_\_\_\_\_ Existing (if applicable): \_\_\_\_\_~~

~~Hours of operation (days & hours): \_\_\_\_\_ Building height: \_\_\_\_\_~~

~~Total number of employees: \_\_\_\_\_ Max. number of employees at one time: \_\_\_\_\_~~

~~Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_~~

~~Fencing type, size & location (proposed or existing to remain): \_\_\_\_\_~~

Proposed Parking:

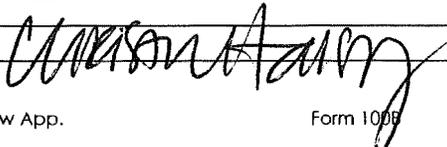
a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

c. Width of driveway aisle: \_\_\_\_\_

Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature:  Date: 4/11/18



April 16, 2018  
Project No.: 16-152

Mr. Troy Behunin  
Planning & Zoning Department  
City of Kuna  
751 West 4<sup>th</sup> Street  
Kuna, ID 83634

**RE: Gran Prado Subdivision No. 1 – Kuna, ID  
Final Plat Application**

Dear Mr. Behunin:

On behalf of Waters Edge Farm, LLC, we are pleased to submit the attached application and required supplements for the final plat of Gran Prado Subdivision No. 1. Please accept this letter as the required statement of conformance.

This project is located at 5975 South Ten Mile Road. This phase encompasses approximately 14.08 acres of the overall Gran Prado site and is comprised of 61 buildable and 10 common lots. Access for this phase of the project will be provided via a public street connection to Ten Mile Road. Temporary secondary emergency access to Ten Mile Road will be provided via the shared driveway within Lot 1, Block 1, until a permanent secondary access is established with future phases. Please see the construction plans for further details.

Though the segment will be relatively short, this phase includes the beginning of Gran Prado's contribution to the master pathway system along the Mason Creek, which will be a tremendous asset to the neighborhood and surrounding area.

The final plat for Gran Prado Subdivision No. 1 is in conformance with the approved preliminary plat and, to our knowledge, meets the requirements and conditions of approval thereof. The construction plans for this phase are simultaneously being submitted to the applicable regulatory agencies for review.

Should you have questions or require further information in order to process this application, please let me know.

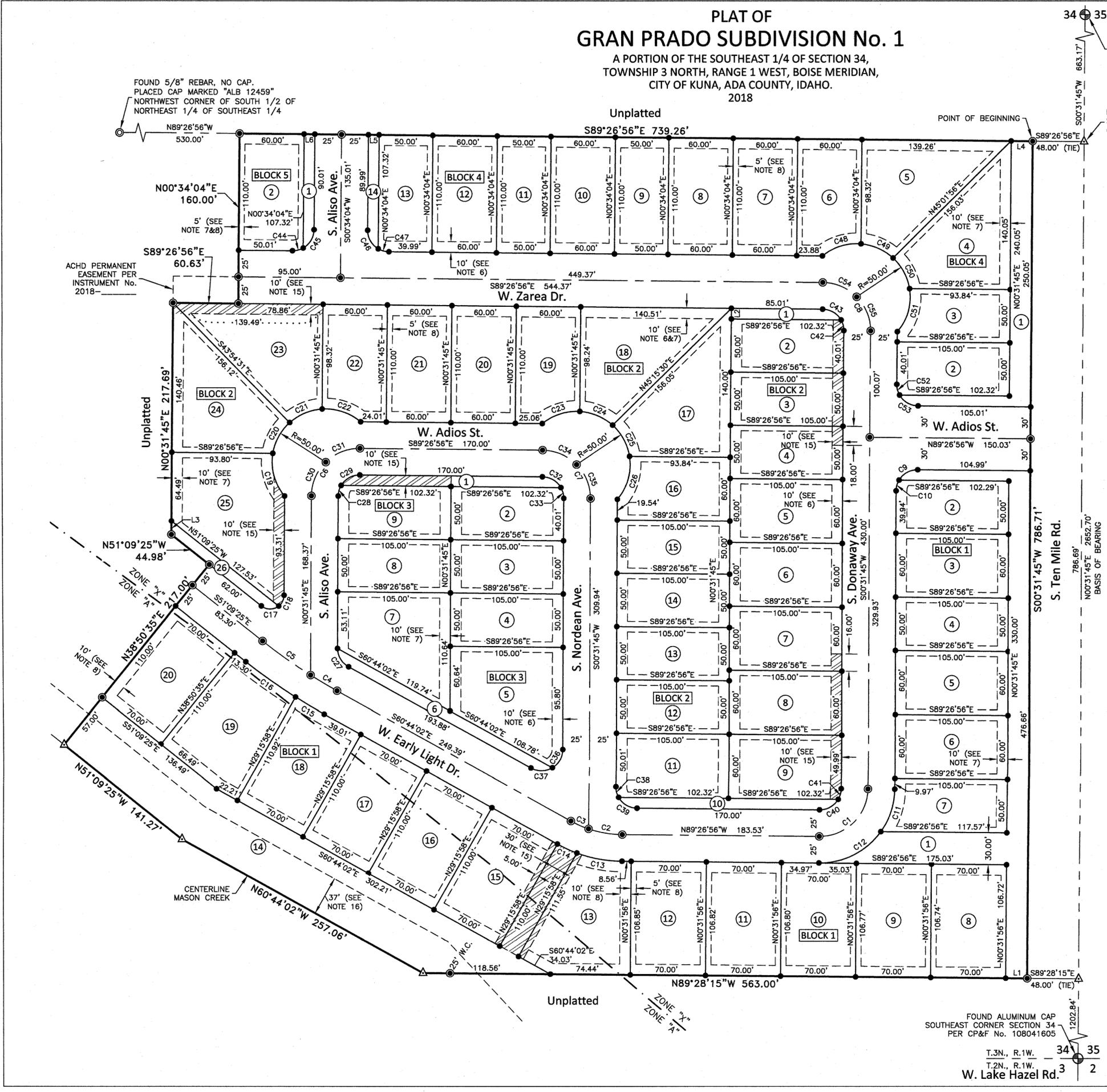
Sincerely,  
**KM Engineering, LLP**

A handwritten signature in dark ink, appearing to read 'K. Grabo', written over a light blue horizontal line.

Kirsti Grabo  
Development Coordinator

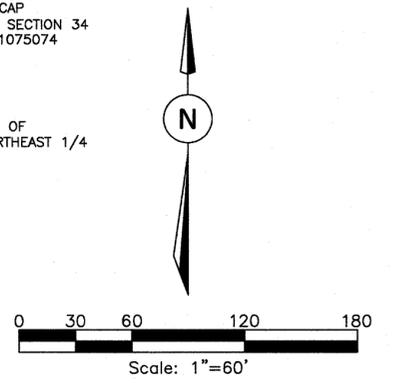
cc: Waters Edge Farm, LLC

PLAT OF  
**GRAN PRADO SUBDIVISION No. 1**  
A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34,  
TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN,  
CITY OF KUNA, ADA COUNTY, IDAHO.  
2018



POINT OF COMMENCEMENT  
FOUND ALUMINUM CAP  
EAST 1/4 CORNER SECTION 34  
PER CP&F No. 111075074

NORTHEAST CORNER OF  
SOUTH 1/2 OF NORTHEAST 1/4  
OF SOUTHEAST 1/4



- SHEET INDEX**
- SHEET 1 - SUBDIVISION PLAT
  - SHEET 2 - NOTES AND CURVE/LINE TABLES
  - SHEET 3 - CERTIFICATE OF OWNERS
  - SHEET 4 - CERTIFICATES AND APPROVALS

- REFERENCES**
- R1. RECORD OF SURVEY No. 7545, RECORDS OF ADA COUNTY, IDAHO.
  - R2. RECORD OF SURVEY No. 7090, RECORDS OF ADA COUNTY, IDAHO.
  - R3. AMENDED PLAT OF BITTERCREEK MEADOWS SUBDIVISION, BOOK 95 OF PLATS AT PAGES 11732-11735, RECORDS OF ADA COUNTY, IDAHO.

- LEGEND**
- FOUND ALUMINUM CAP
  - FOUND 5/8" REBAR AS NOTED
  - SET 5/8" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
  - SET 1/2" REBAR WITH PLASTIC CAP MARKED "ALB 12459"
  - CALCULATED POINT (NOTHING FOUND OR SET)
  - LOT NUMBER
  - SUBDIVISION BOUNDARY LINE
  - LOT LINE
  - SECTION LINE
  - ROAD CENTERLINE
  - ADJACENT LOT LINE
  - EASEMENT LINE
  - ACHD EASEMENT (SEE NOTE 15)
  - 100-YEAR FLOODPLAIN LINE (EFFECTIVE 10/02/2003 AND SUBJECT TO CHANGE, SEE NOTE 17)



**DB DEVELOPMENT, LLC**  
DEVELOPER  
BOISE, ID

**km**  
ENGINEERING  
ENGINEERS · SURVEYORS · PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

FOUND ALUMINUM CAP  
SOUTHEAST CORNER SECTION 34  
PER CP&F No. 108041605

T.3N., R.1W. — 34 — 35  
T.2N., R.1W. — 3 — 2  
W. Lake Hazel Rd.

## PLAT OF GRAN PRADO SUBDIVISION No. 1

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	45.00'	70.70'	90°01'19"	N45°32'24"E	63.65'
C2	100.00'	32.00'	18°20'06"	S80°16'53"E	31.86'
C3	100.00'	18.12'	10°22'48"	S65°55'26"E	18.09'
C4	500.00'	28.68'	3°17'13"	S59°05'26"E	28.68'
C5	500.00'	54.89'	6°17'24"	S54°18'07"E	54.86'
C6	45.00'	70.70'	90°01'19"	S45°32'24"W	63.65'
C7	45.00'	70.67'	89°58'41"	N44°27'36"W	63.63'
C8	45.00'	70.67'	89°58'41"	N44°27'36"W	63.63'
C9	20.00'	20.89'	59°50'07"	S60°38'01"W	19.95'
C10	20.00'	10.54'	30°11'12"	S15°37'21"W	10.42'
C11	70.00'	42.60'	34°52'19"	N17°57'54"E	41.95'
C12	70.00'	67.38'	55°09'00"	N62°58'34"E	64.81'
C13	125.00'	42.94'	19°41'01"	S79°36'25"E	42.73'
C14	125.00'	19.70'	9°01'53"	S65°14'58"E	19.68'
C15	525.00'	31.01'	3°23'02"	S59°02'31"E	31.00'
C16	525.00'	56.75'	6°11'35"	S54°15'13"E	56.72'
C17	13.00'	17.39'	76°39'27"	S89°29'09"E	16.12'
C18	13.00'	11.72'	51°39'23"	N26°21'26"E	11.33'
C19	50.00'	42.86'	49°06'41"	S15°06'40"E	41.56'
C20	50.00'	33.53'	38°25'17"	S28°39'18"W	32.90'
C21	50.00'	33.53'	38°25'17"	S67°04'35"W	32.90'
C22	50.00'	38.81'	44°28'13"	N71°28'40"W	37.84'
C23	50.00'	37.75'	43°15'27"	S71°57'07"W	36.86'
C24	50.00'	33.84'	38°46'50"	N67°01'44"W	33.20'
C25	50.00'	33.84'	38°46'50"	N28°14'54"W	33.20'
C26	50.00'	43.31'	49°37'31"	N15°57'17"E	41.97'
C27	20.00'	20.94'	60°00'00"	S30°44'02"E	20.00'
C28	20.00'	10.48'	30°01'19"	S15°32'24"W	10.36'
C29	20.00'	20.94'	60°00'00"	S60°33'04"W	20.00'
C30	44.98'	35.35'	45°02'15"	S23°02'37"W	34.45'
C31	44.97'	35.35'	45°02'09"	S68°02'31"W	34.44'
C32	20.00'	20.94'	60°00'00"	N59°26'56"W	20.00'
C33	20.00'	10.46'	29°58'41"	N14°27'36"W	10.35'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C34	45.02'	35.34'	44°58'13"	N66°57'29"W	34.44'
C35	45.02'	35.33'	44°57'35"	N21°57'23"W	34.43'
C36	20.00'	20.50'	58°44'13"	N29°53'51"E	19.62'
C37	20.00'	20.94'	60°00'00"	N89°15'58"E	20.00'
C38	20.00'	10.46'	29°58'41"	S14°27'36"E	10.35'
C39	20.00'	20.94'	60°00'00"	S59°26'56"E	20.00'
C40	20.00'	20.94'	60°00'00"	N60°33'04"E	20.00'
C41	20.00'	10.48'	30°01'19"	N15°32'24"E	10.36'
C42	20.00'	10.46'	29°58'41"	N14°27'36"W	10.35'
C43	20.00'	20.94'	60°00'00"	N59°26'56"W	20.00'
C44	20.00'	10.47'	29°59'00"	N75°33'34"E	10.35'
C45	20.00'	20.94'	60°00'00"	N30°34'04"E	20.00'
C46	20.00'	20.94'	60°00'00"	S29°25'56"E	20.00'
C47	20.00'	10.48'	30°01'00"	S74°26'26"E	10.36'
C48	50.00'	38.94'	44°37'19"	S72°38'03"W	37.96'
C49	50.00'	33.27'	38°07'38"	N65°59'28"W	32.66'
C50	50.00'	33.27'	38°07'38"	N27°51'50"W	32.66'
C51	50.00'	43.25'	49°33'26"	N15°58'42"E	41.91'
C52	20.00'	10.46'	29°58'41"	S14°27'36"E	10.35'
C53	20.00'	20.94'	60°00'00"	S59°26'56"E	20.00'
C54	45.00'	35.33'	44°59'21"	N66°57'16"W	34.43'
C55	45.00'	35.33'	44°59'21"	N21°57'55"W	34.43'

LINE TABLE		
LINE	DISTANCE	BEARING
L1	20.00	N89°28'15"W
L2	10.00	S0°31'45"W
L3	12.74	S0°31'45"W
L4	20.00	S89°26'56"E
L5	10.00	S89°26'56"E
L6	10.00	S89°26'56"E

**NOTES**

- MINIMUM BUILDING SETBACK LINES SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.
- ANY RESUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA IN EFFECT AT THE TIME OF RESUBDIVISION.
- IRRIGATION WATER HAS BEEN PROVIDED FROM BOISE-KUNA IRRIGATION DISTRICT IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). LOTS WITHIN THIS SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ASSESSMENTS FROM BOISE-KUNA IRRIGATION DISTRICT.
- THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF".
- LOTS 1 AND 14, BLOCK 1, LOTS 1, 10 AND 26, BLOCK 2, LOTS 1 AND 6, BLOCK 3, LOTS 1 AND 14, BLOCK 4 AND LOT 1, BLOCK 5 ARE COMMON LOTS AND SHALL BE OWNED AND MAINTAINED BY THE GRAN PRADO HOMEOWNER'S ASSOCIATION, INC. OR ASSIGNS. THESE COMMON LOTS ARE SUBJECT TO BLANKET EASEMENTS FOR PUBLIC UTILITIES AND CITY OF KUNA PRESSURE IRRIGATION.
- ALL LOT LINES COMMON TO THE PUBLIC RIGHTS-OF-WAY CONTAIN A 10.00 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES, CITY OF KUNA STREET LIGHTS, CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- UNLESS OTHERWISE DIMENSIONED, ALL LOT LINES COMMON TO THE SUBDIVISION BOUNDARY AND ALL REAR LOT LINES CONTAIN A 10.00 FOOT WIDE EASEMENT FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- UNLESS OTHERWISE DIMENSIONED, ALL INTERIOR LOT LINES CONTAIN A 5.00 FOOT WIDE EASEMENT, EACH SIDE, FOR CITY OF KUNA PRESSURE IRRIGATION AND LOT DRAINAGE.
- LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY AND THE CITY OF KUNA.
- NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN THE SANITARY RESTRICTION RELEASE.
- REFERENCE IS MADE TO THE PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.
- DIRECT LOT OR PARCEL ACCESS TO S. TEN MILE ROAD IS PROHIBITED.
- THIS PLAT IS SUBJECT TO AN ACHD LANDSCAPE LICENSE AGREEMENT PER INSTRUMENT No. 201-\_\_\_\_\_.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS THAT ARE TO BE FILED FOR RECORD AT THE ADA COUNTY RECORDER'S OFFICE, AND MAY BE AMENDED FROM TIME TO TIME.
- AS SHOWN HEREON, LOTS 13-15, BLOCK 1, LOTS 2-4, 7-9, 23 AND 25, BLOCK 2 AND LOT 1, BLOCK 3 ARE SERVENT TO AND CONTAIN THE ACHD STORM WATER DRAINAGE SYSTEM. THESE LOTS ARE ENCUMBERED BY THAT CERTAIN MASTER PERPETUAL STORM WATER DRAINAGE EASEMENT RECORDED ON NOVEMBER 10, 2015 AS INSTRUMENT No. 2015-103256, OFFICIAL RECORDS OF ADA COUNTY, AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL (THE "MASTER EASEMENT"). THE MASTER EASEMENT IS FOR THE OPERATION AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM.
- MASON CREEK LICENSE AGREEMENT PER INSTRUMENT No. 201-\_\_\_\_\_.
- PORTIONS OF THIS SUBDIVISION LIE WITHIN ZONE "A" (100-YEAR FLOODPLAIN) AS IDENTIFIED ON THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBER 16001C0250 J, AND EFFECTIVE 10/02/2003. A BUILDING PERMIT SHALL NOT BE ISSUED FOR ANY LOT LOCATED WITHIN SAID FLOODPLAIN UNTIL A FLOODPLAIN DEVELOPMENT PERMIT IS OBTAINED FOR THE INDIVIDUAL LOT. EACH LOT WITHIN THE FLOODPLAIN SHALL REQUIRE AN INDIVIDUAL FLOODPLAIN DEVELOPMENT PERMIT.



10-17-2018  
DEVELOPER  
**DB DEVELOPMENT, LLC**  
BOISE, ID

**km**  
ENGINEERING  
ENGINEERS . SURVEYORS . PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

# PLAT OF GRAN PRADO SUBDIVISION No. 1

## CERTIFICATE OF OWNERS

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND BEING A PORTION OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 3 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM CAP MARKING THE EAST 1/4 CORNER OF SAID SECTION 34, WHICH BEARS N00°31'45"E A DISTANCE OF 2,652.70 FEET FROM A FOUND ALUMINUM CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 34, THENCE FOLLOWING THE EASTERLY LINE OF SAID SOUTHEAST 1/4, S00°31'45"W A DISTANCE OF 663.17 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34;  
THENCE LEAVING SAID EASTERLY LINE AND FOLLOWING THE NORTHERLY LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, N89°26'56"W A DISTANCE OF 48.00 FEET TO A SET 5/8-INCH REBAR ON THE WESTERLY RIGHT-OF-WAY LINE OF S. TEN MILE ROAD AND BEING THE POINT OF BEGINNING.

THENCE LEAVING SAID NORTHERLY LINE AND FOLLOWING SAID WESTERLY RIGHT-OF-WAY LINE, S00°31'45"W A DISTANCE OF 786.71 FEET TO A SET 5/8-INCH REBAR;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY LINE, N89°28'15"W A DISTANCE OF 563.00 FEET TO A POINT ON THE CENTERLINE OF MASON CREEK BEING WITNESSED BY A SET 5/8-INCH REBAR WHICH BEARS S89°28'15"E A DISTANCE OF 25.00 FEET FROM SAID POINT;

THENCE FOLLOWING SAID CENTERLINE, N60°44'02"W A DISTANCE OF 257.06 FEET TO A POINT;  
THENCE FOLLOWING SAID CENTERLINE, N51°09'25"W A DISTANCE OF 141.27 FEET TO A POINT BEING WITNESSED BY A SET 5/8-INCH REBAR WHICH BEARS N38°50'35"E A DISTANCE OF 25.00 FEET FROM SAID POINT;

THENCE LEAVING SAID CENTERLINE, N38°50'35"E A DISTANCE OF 217.00 FEET TO A SET 5/8-INCH REBAR;  
THENCE N51°09'25"W A DISTANCE OF 44.98 FEET TO A SET 5/8-INCH REBAR;

THENCE N00°31'45"E A DISTANCE OF 217.69 FEET TO A SET 5/8-INCH REBAR;  
THENCE S89°26'56"E A DISTANCE OF 60.63 FEET TO A SET 5/8-INCH REBAR;

THENCE N00°34'04"E A DISTANCE OF 160.00 FEET TO A SET 5/8-INCH REBAR ON SAID NORTHERLY LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34;  
THENCE FOLLOWING SAID NORTHERLY LINE, S89°26'56"E A DISTANCE OF 739.26 FEET TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINS 14.077 ACRES, MORE OR LESS.

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCLUDE SAID LAND IN THIS PLAT. THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHTS TO USE SAID EASEMENTS ARE HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS SHOWN ON THIS PLAT. NO STRUCTURES OTHER THAN FOR SUCH UTILITY AND OTHER DESIGNATED PUBLIC USES ARE TO BE ERRECTED WITHIN THE LIMITS OF SAID EASEMENTS UNLESS NOTED OTHERWISE ON THIS PLAT. THE UNDERSIGNED, BY THESE PRESENTS, DEDICATES TO THE PUBLIC ALL PUBLIC STREETS AS SHOWN ON THIS PLAT. ALL LOTS WITHIN THIS PLAT WILL RECEIVE WATER SERVICE FROM THE CITY OF KUNA AND SAID CITY HAS AGREED IN WRITING TO SERVE ALL OF THESE LOTS.

SCOTT A. TSCHIRGI, AUTHORIZED AGENT  
DB DEVELOPMENT, LLC

## ACKNOWLEDGMENT

STATE OF IDAHO }  
ADA COUNTY } SS

THIS RECORD WAS ACKNOWLEDGED BEFORE ME ON \_\_\_\_\_, 2018, BY SCOTT A. TSCHIRGI, AS AN AUTHORIZED AGENT OF DB DEVELOPMENT, LLC.

SIGNATURE OF NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

## CERTIFICATE OF SURVEYOR

I, AARON L. BALLARD, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF IDAHO, AND THAT THIS PLAT OF GRAN PRADO SUBDIVISION No. 1 AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" AND AS SHOWN ON THE ATTACHED PLAT, WAS DRAWN FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

AARON L. BALLARD, P.L.S. 12459



10-17-2018

DEVELOPER  
DB DEVELOPMENT, LLC  
BOISE, ID



ENGINEERS . SURVEYORS . PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930

# PLAT OF GRAN PRADO SUBDIVISION No. 1

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
PRESIDENT  
ADA COUNTY HIGHWAY DISTRICT

### APPROVAL OF CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, ON THIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, HEREBY APPROVE THIS PLAT.

\_\_\_\_\_  
CITY ENGINEER  
STATE OF IDAHO REGISTRATION No.: \_\_\_\_\_

### APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

\_\_\_\_\_  
CITY CLERK, KUNA, IDAHO

### CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

\_\_\_\_\_  
ADA COUNTY SURVEYOR  
\_\_\_\_\_  
DATE

### HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

\_\_\_\_\_  
HEALTH OFFICER  
\_\_\_\_\_  
DATE

### CERTIFICATE OF ADA COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

\_\_\_\_\_  
COUNTY TREASURER  
\_\_\_\_\_  
DATE:

### CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO }  
ADA COUNTY } SS

I HEREBY CERTIFY THAT THIS PLAT OF GRAN PRADO SUBDIVISION No. 1 WAS FILED AT THE REQUEST OF \_\_\_\_\_ AT \_\_\_\_ MINUTES PAST \_\_\_\_ O'CLOCK \_\_M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_ A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK \_\_\_\_\_ OF PLATS AT PAGES \_\_\_\_\_ THRU \_\_\_\_\_.

INSTRUMENT NUMBER \_\_\_\_\_.

\_\_\_\_\_  
DEPUTY  
\_\_\_\_\_  
EX-OFFICIO RECORDER

FEE:



10.17.2018  
DEVELOPER  
DB DEVELOPMENT, LLC  
BOISE, ID



ENGINEERS . SURVEYORS . PLANNERS  
9233 WEST STATE STREET  
BOISE, IDAHO 83714  
PHONE (208) 639-6939  
FAX (208) 639-6930



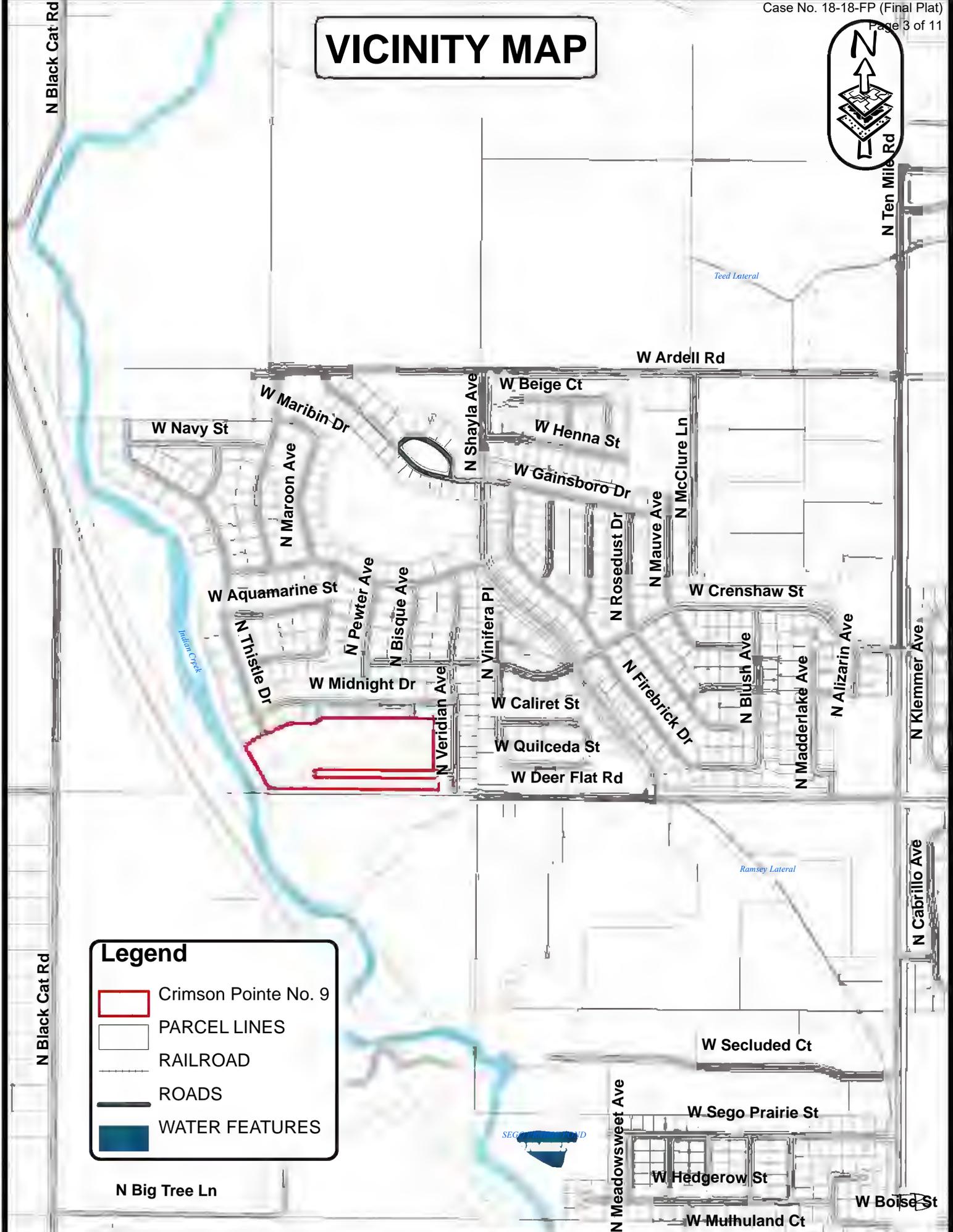
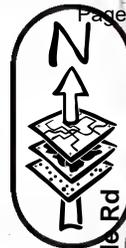


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**C. Staff Analysis:**

1. After reviewing the application, staff has determined the proposed final plat for Crimson Point Subdivision No. 9 appears to be in substantial conformance with the preliminary plat for the Crimson Point Subdivision.
2. Applicant shall secure all signatures on the final plat check-off memo prior to requesting City engineer signature on the final plat Mylar sheets.
3. Applicant shall be subject to the following recommended changes to the final plat and comments listed below, unless directed differently by Council;
  - a. The applicant shall adhere to all agency and staff recommendations.
  - b. Applicant shall follow all Kuna Rural Fire District standards.
  - c. If further correction is needed, the applicant shall amend the final plat until staff determines full technical compliance with all parts of the plat.
  - d. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works and P & Z Department staff.
  - e. Applicant shall follow all staff recommendations in this report, or the public works department memo.
  - f. Water Rights shall be annexed in to the KMID prior to recordation of the plat.
  - g. It is the responsibility of the applicant to secure all signatures on the final plat check-off memo prior to requesting Kuna City Engineer's signature on the final plat Mylar.
  - h. The applicant shall comply with all federal, state and local laws.

# VICINITY MAP



**Legend**

-  Crimson Pointe No. 9
-  PARCEL LINES
-  RAILROAD
-  ROADS
-  WATER FEATURES

N Black Cat Rd

N Black Cat Rd

N Big Tree Ln

N Meadowsweet Ave

N Ten Mile Rd

N Cabrillo Ave

N Klemmer Ave

N Alizarin Ave

N Madderlake Ave

N Blush Ave

N Fiebrick Dr

N Rosedust Dr

N Mauve Ave

N McClure Ln

N Shayla Ave

N Vinifera Pl

N Veridian Ave

N Bisque Ave

N Pewter Ave

N Maroon Ave

W Aquamarine St

N Thistle Dr

W Midnight Dr

W Caliret St

W Quilceda St

W Deer Flat Rd

W Maribin Dr

W Navy St

W Beige Ct

W Henna St

W Gainsboro Dr

W Ardell Rd

W Crenshaw St

W Secluded Ct

W Segoe Prairie St

W Hedgerow St

W Muthuland Ct

W Boise St

Teed Lateral

Ramsey Lateral

SEGOE PRAIRIE



**B & A Engineers, Inc.**

Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Ph. 208-343-3381 Fax 208-342-5792

received  
11.6.18

November 5, 2018

**City of Kuna**  
751 W. 4th St.  
Kuna, Idaho 83634

**Subject: Final Plat Approval Request for – Crimson Point Subdivision No. 9**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Crimson Point Subdivision No. 9.

The development is currently under construction. The attached final Plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,



David Crawford  
B&A Engineers, Inc.



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

## **Commission & Council Review Application**

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

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

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

**Project Description**

Project / subdivision name: Crimson Point Subdivision No. 9

General description of proposed project / request: For approval & signature on final plat.

---

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

---

Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: \_\_\_\_\_

Any existing buildings to remain?  Yes  No

Number of residential units: 46 Number of building lots: 46

Number of common and/or other lots: 6

Type of dwellings proposed:

Single-Family \_\_\_\_\_

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

Multi-Family \_\_\_\_\_

Other \_\_\_\_\_

Minimum Square footage of structure (s): \_\_\_\_\_

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

Percentage of open space provided: \_\_\_\_\_ Acreage of open space: \_\_\_\_\_

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

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

Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_

Gross floor area square footage: \_\_\_\_\_ Existing (if applicable): \_\_\_\_\_

Hours of operation (days & hours): \_\_\_\_\_ Building height: \_\_\_\_\_

Total number of employees: \_\_\_\_\_ Max. number of employees at one time: \_\_\_\_\_

Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_

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

---

Proposed Parking:

a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

c. Width of driveway aisle: \_\_\_\_\_

Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature:  P&A Engineers, Inc. Date: 11/5/18

# Crimson Point Subdivision No. 9

A portion of the south half of the southwest quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2018

## Legend

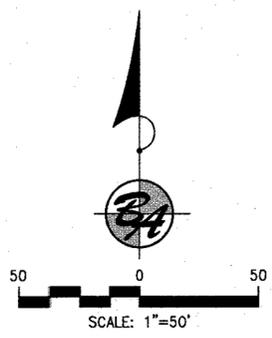
- Subdivision boundary
- Lot line
- Adjoining property line
- Section line
- Street centerline
- Water, sewer, drainage, and pressure irrigation easement line, see Note 10 for more information
- 10' wide Public utility & City of Kuna easement line, see Notes 9 and 10 for more information.
- ACHD sidewalk easement. 3-foot wide unless dimensioned otherwise
- Distance of record from Crimson Point Subdivision No. 8 (Book 113, Page 16615)
- Found monument, type noted
- Found 1/2" Pin
- Found 5/8" pin, unless otherwise noted
- Found 5/8" witness corner pin, unless otherwise noted
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Witness Corner. Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116"
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116"
- Calculated point, not found or set

## Reference Documents

- Subdivision Plats
- Crimson Point Subdivision Phase 1 - Book 40, Page 10621
  - Crimson Point Subdivision Phase 3 - Book 93, Page 11252
  - Crimson Point Subdivision No. 8 - Book 113, Page 16615
- Records of Survey
- ROS No. 6130
  - ROS No. 10066
- Deeds
- Inst. No. 2015-061662
  - Inst. No. 2015-061663
  - Inst. No. 2015-061664

## Notes

1. Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
2. All references to Homeowners' Association hereon are to the Crimson Point Subdivision Homeowners' and the owners of the lots, within said subdivision, jointly.
3. Any resubdivision of this plat shall comply with the applicable zoning regulations in effect at the time of the resubdivision and may require amendment of the development agreement.
4. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Crimson Point Subdivision.
5. Lots shall not be reduced in size without prior approval from the health authority.
6. Lot 19, Block 5; Lot 14, Block 31; Lot 6, Block 32; Lot 9, Block 33; Lot 9, Block 34; Lot 9, Block 35; and Lots 1 and 16, Block 36 are designated as common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
7. No easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
8. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
9. Public utility easement is hereby dedicated as follows:
  - 10-foot wide along public rights-of-ways.
10. Water, sewer, drainage, and irrigation easements are hereby dedicated to the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).
  - 10-foot wide along public right-of-ways and the exterior boundary.
  - 10-foot wide along and centered on interior lot lines.
  - 10-foot wide along rear lot lines of lots containing a pressure irrigation main line.
  - 5-foot wide along interior rear lot lines and rear lots lines adjoining previous and future phases of this subdivision.
11. Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
12. This development recognizes Idaho Code Section §22-4503, Right to Farm Act, which states: "No Agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding non-agricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
13. This development is subject to a License Agreement, Inst. No. \_\_\_\_\_
14. A blanket easement for water, sewer, pressure irrigation, and public pathway access to greenbelt is hereby reserved on Lot 14, Block 15, to benefit the City of Kuna.

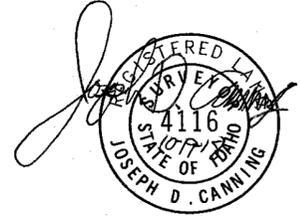
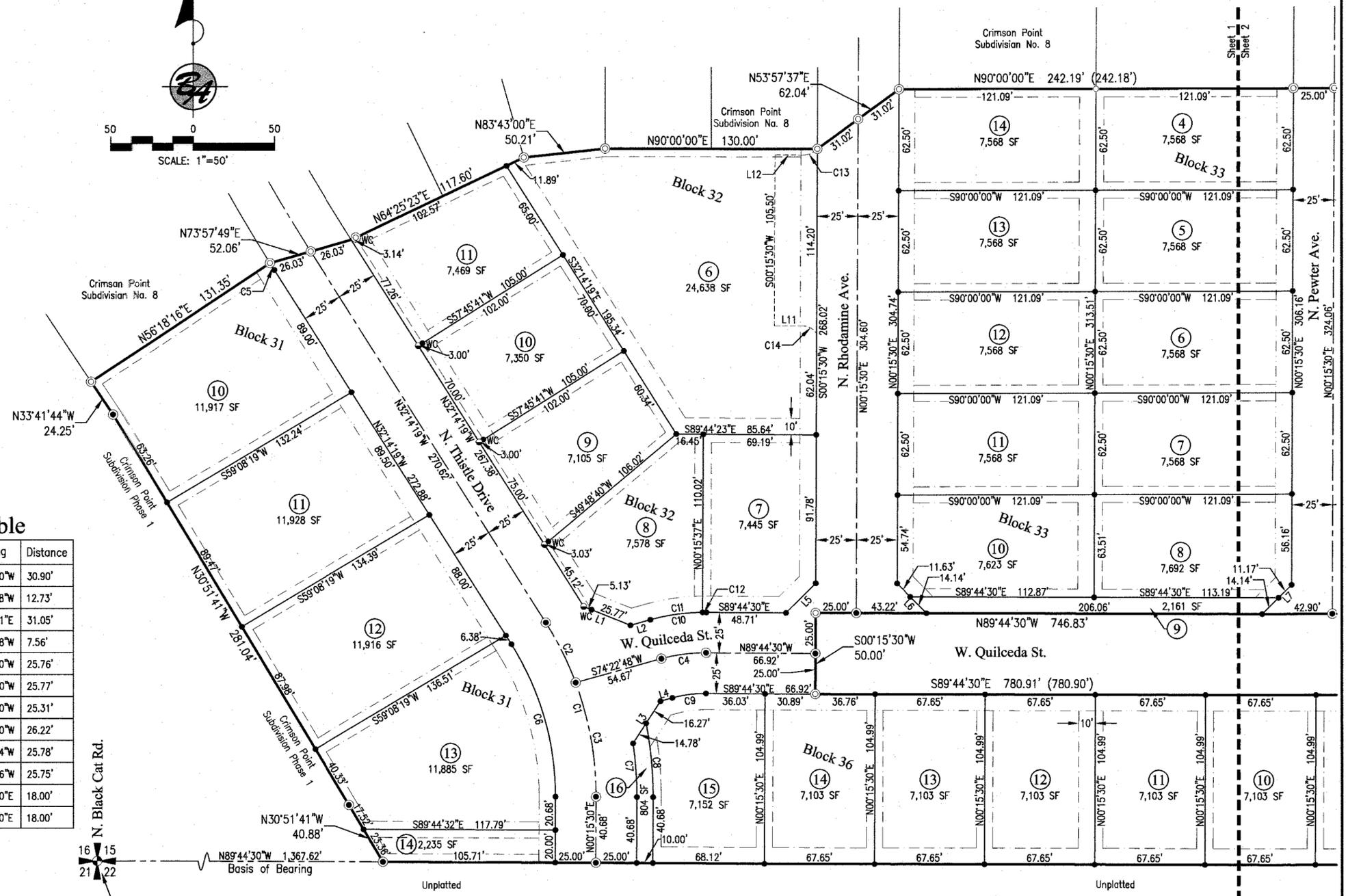


## Line Table

Line	Bearing	Distance
L1	N68°03'10"W	30.90'
L2	S74°22'48"W	12.73'
L3	N32°57'11"E	31.05'
L4	S74°22'48"W	7.56'
L5	S45°15'30"W	25.76'
L6	N44°44'30"W	25.77'
L7	S45°15'30"W	25.31'
L8	N44°44'30"W	26.22'
L9	S45°15'34"W	25.78'
L10	N44°44'26"W	25.75'
L11	S89°44'30"E	18.00'
L12	S89°44'30"E	18.00'

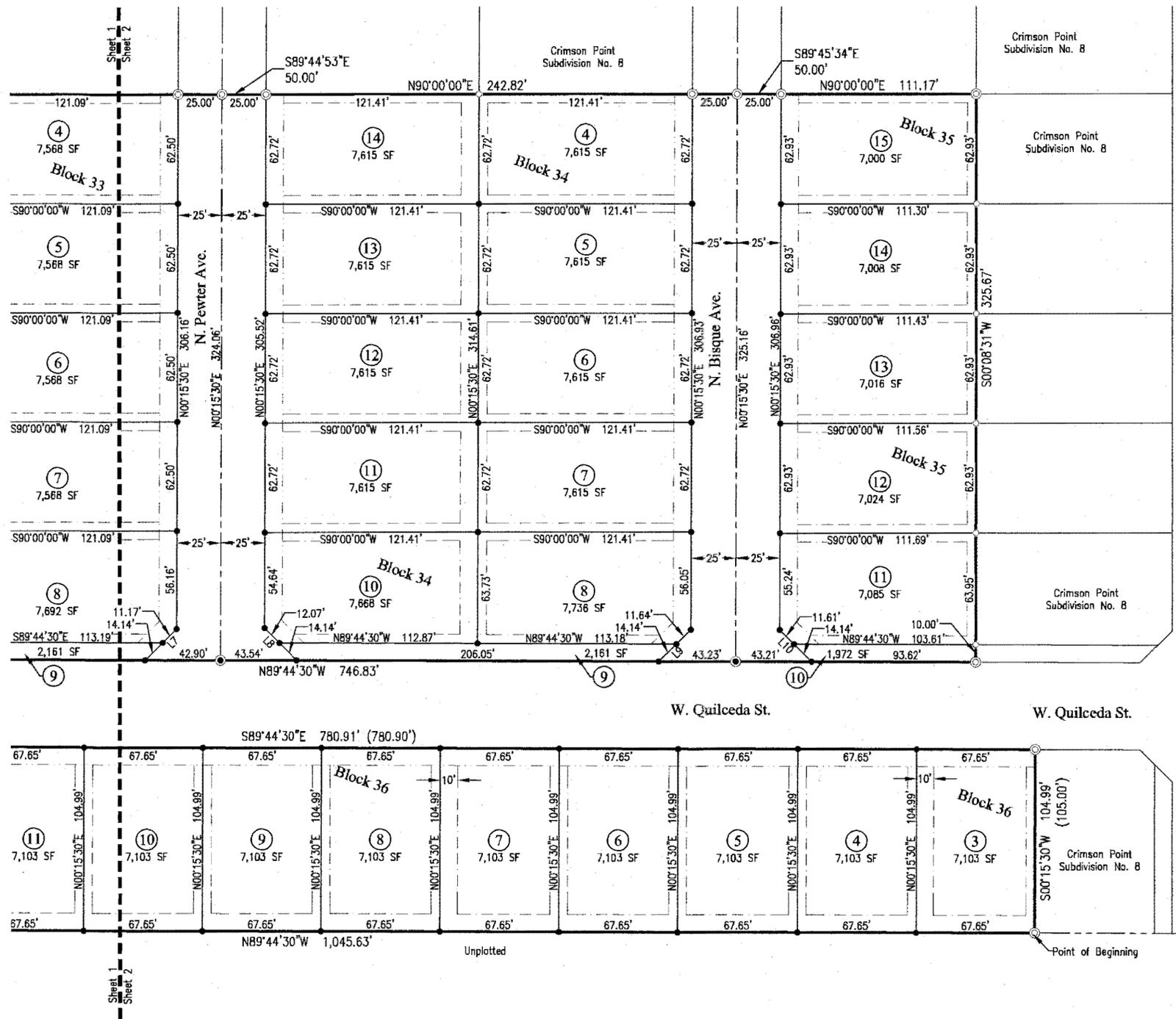
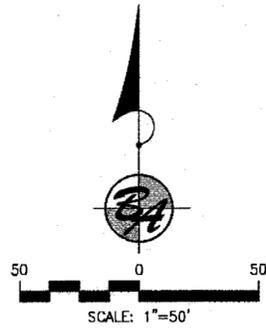
## Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE	CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DISTANCE
C1	32°29'49"	200.00'	113.44'	N15°59'25"W	111.92'	C8	11°12'50"	235.00'	45.99'	N05°20'55"W	45.92'
C2	11°50'34"	200.00'	41.34'	N26°19'02"W	41.27'	C9	15°52'42"	75.00'	20.78'	S82°19'09"W	20.72'
C3	20°39'15"	200.00'	72.10'	N10°04'07"W	71.71'	C10	15°52'42"	125.00'	34.64'	S82°19'09"W	34.53'
C4	15°52'42"	100.00'	27.71'	S82°19'09"W	27.62'	C11	14°50'14"	125.00'	32.37'	S81°47'55"W	32.28'
C5	0°16'08"	1,065.00'	5.00'	S32°06'15"E	5.00'	C12	1°02'28"	125.00'	2.27'	S89°44'16"W	2.27'
C6	32°29'49"	175.00'	99.26'	N15°59'25"W	97.93'	C13	44°45'28"	11.64'	9.10'	N64°43'30"E	8.87'
C7	8°30'03"	225.00'	33.38'	N03°59'32"W	33.35'	C14	62°44'03"	9.00'	9.85'	N58°22'28"W	9.37'



**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5505 W. Franklin Rd. Boise, Id. 83705  
 (208) 343-3381  
 Crimson Point Subdivision No. 9  
 Sheet 1 of 3

# Crimson Point Subdivision No. 9



## Certificate of Owners

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as CRIMSON SUBDIVISION NO. 9, and that it intends to include the following described land in this plat:

A portion of the south half of the southwest quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, being more particularly described as follows:

Commencing at the south quarter corner of said Section 15; which bears S89°44'23"E, 2,656.50 feet from the southeast corner of said Section 15; thence N89°44'30"W, 243.24 feet along the southerly boundary of the southwest quarter of said Section 15 to the Point of Beginning;

Thence N89°44'30"W, 1,045.63 feet along the southerly boundary of the southwest quarter of said Section 15;

Thence N30°51'41"W, 40.88 feet to the southeast corner of Lot 1, Block 14 of Crimson Point Subdivision Phase 1 as shown in Book 90 of Plats at Page 10621 through Page 10626, records of Ada County, Idaho;

Thence continuing N30°51'41"W, 281.04 feet along the northeasterly boundary of said Lot 1;

Thence N33°41'44"W, 24.25 feet along the northeasterly boundary of said Lot 1;

Thence N56°18'16"E, 131.35 feet;

Thence N73°57'49"E, 52.06 feet;

Thence N64°25'23"E, 117.60 feet;

Thence N83°43'00"E, 50.21 feet;

Thence N90°00'00"E, 130.00 feet;

Thence N53°57'37"E, 62.04 feet;

Thence N90°00'00"E, 242.19 feet;

Thence S89°44'53"E, 50.00 feet;

Thence N90°00'00"E, 242.82 feet;

Thence S89°45'34"E, 50.00 feet;

Thence N90°00'00"E, 111.17 feet;

Thence S00°08'31"W, 325.67 feet;

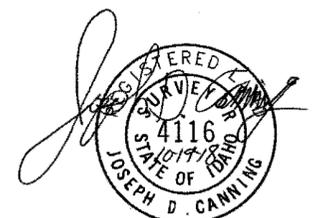
Thence N89°44'30"W, 746.83 feet along a line parallel with the southerly boundary of the southwest quarter of said Section 15;

Thence S00°15'30"W, 50.00 feet;

Thence S89°44'30"E, 780.91 feet along a line parallel with the southerly boundary of the southwest quarter of said Section 15;

Thence S00°15'30"W, 104.99 feet to the Point of Beginning.

Comprising 10.88 acres, more or less.



**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381  
Crimson Point Subdivision No. 9  
Sheet 2 of 3

See Sheet 3 for Owner Signature

# Crimson Point Subdivision No. 9

## Certificate of Owners Signature

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna; and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

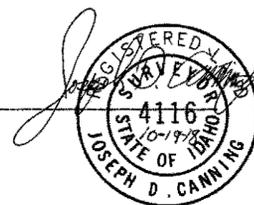
IN WITNESS WHEREOF: I have hereunto set my hand on this 25<sup>th</sup> day of October, 2018

Justin Blackstock 10-25-18  
Justin Blackstock, Manager Date  
DB Development, LLC.

## Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of CRIMSON POINT SUBDIVISION NO. 9, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, P.L.S. No. 4116



## Approval of City Council

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, this plat was duly accepted and approved.

\_\_\_\_\_  
Kuna City Clerk

## Acknowledgment

State of Idaho)  
                  )ss.  
County of Ada)

On this 25<sup>th</sup> day of October, in the year of 2018, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same..

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

Sandy J. Smallwood  
Notary Public for Idaho  
Residing in Boise, Idaho  
My Commission Expires 7/24/2024



## Approval of Central District Health Department

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

\_\_\_\_\_  
Central District Health Department, EHS Date

## Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

\_\_\_\_\_  
County Surveyor Date

## Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

\_\_\_\_\_  
Ada County Treasurer Date

## Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Commission President  
Ada County Highway District

## Certificate of County Recorder

State of Idaho)  
                  )ss. Instrument No. \_\_\_\_\_  
County of Ada)

I hereby certify that this instrument was filed at the request of \_\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_M., this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in my office, and was recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_. Fee: \_\_\_\_\_

Ex-Officio Recorder: Christopher D. Rich

Deputy: \_\_\_\_\_

## Approval of City Engineer

I, the undersigned, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereby approve this plat.

\_\_\_\_\_  
Kuna City Engineer Date



### B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381 Crimson Point Subdivision No. 9  
Sheet 3 of 3

## Troy Behunin

---

**From:** Terry Gammel <deputychiefgammel@outlook.com>  
**Sent:** Friday, December 07, 2018 9:20 PM  
**To:** Troy Behunin; Bob Bachman; Paul Stevens; ppalmer@kunafire.com; Terry Gammel; Jon McDaniel  
**Subject:** Re: Final Plat Crimson Point No. 9  
**Categories:** Agency Comments

Fire has no pertinent negatives, common comments of proper street widths and turning radius', hydrants properly spaced and provided to Kuna City notes along appropriate number of access points.

Terry D. Gammel  
Deputy Fire Chief  
Kuna Fire District  
150 West Boise St  
Kuna Idaho 83634  
208-922-1144

---

**From:** Troy Behunin <tbehunin@kunaid.gov>  
**Sent:** Friday, December 7, 2018 4:48:20 PM  
**To:** Bob Bachman; Paul Stevens; ppalmer@kunafire.com; Terry Gammel; Jon McDaniel  
**Subject:** Final Plat Crimson Point No. 9

Everyone,  
Please see the attached request for comments concerning the Final Plat for Crimson Point No. 9. This is scheduled to go to Council on December 18, 2018.  
Please return relevant comments to our office on or before December 13. They are ready to get this recorded.  
Thanks you in advance, Look forward to your comments!

Troy  
[Troy Behunin](#)  
Planner III  
City of Kuna  
751 W. 4<sup>th</sup> Street  
Kuna, ID 83634  
[TBehunin@Kunald.Gov](mailto:TBehunin@Kunald.Gov)

#### CONFIDENTIALITY NOTICE

This e-mail and any attachments may contain confidential or privileged information. If you are not the intended recipient, you are not authorized to use or distribute any information included in this e-mail or its attachments. If you receive this e-mail in error, please delete it from your system and contact the sender.



# City of Kuna

## City Council Memo

P.O. Box 13  
Kuna, ID 83634  
Phone: (208) 922-5274  
Fax: (208) 922-5989  
Kunacity.Id.gov

To: **Kuna City Council**

Case Number: 18-19-FP (Final Plat) – Deserthawk East

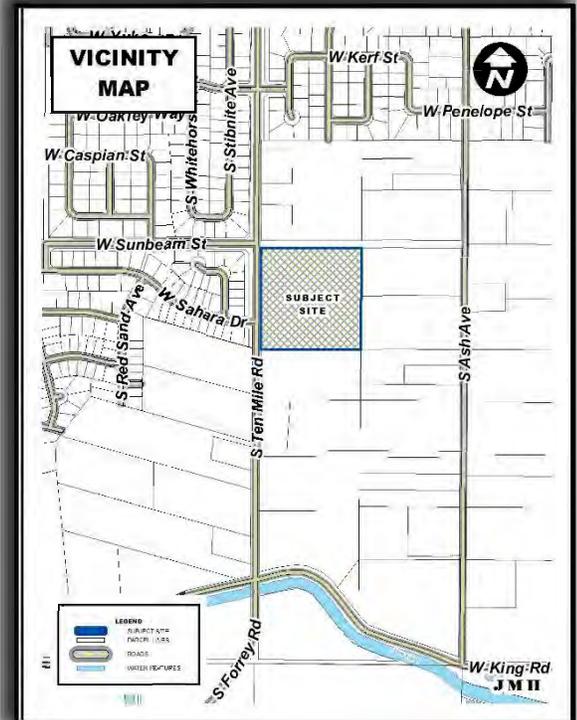
Location: 874 S. Ten Mile Road, Kuna, ID 83634

Planner: Jace Hellman, Planner II

Meeting Date: December 18, 2018

Owner: Challenger Development, Inc.  
1977 E. Overland Road  
Meridian, ID 83642

Representative: David Crawford – B&A Engineers, Inc.  
5505 W. Franklin Road  
Boise, ID 83705  
208-519-4393  
[dacrawford@baengineers.com](mailto:dacrawford@baengineers.com)



### A. General Project Facts:

1. The applicant is requesting final plat approval for Deserthawk East Subdivision which has thirty-four (34) residential building lots and seven (7) common lots on a total of approximately 9.34 acres (Ada County Assessor Parcel No. R5070501800).

### B. Staff Analysis:

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Deserthawk East Subdivision.
2. Staff would note that the name has been changed due to the phasing of the development as required by the Ada County Surveyor. Deserthawk Subdivision No. 4 was modified to Deserthawk East Subdivision.
3. Staff has determined that the proposed final plat for Deserthawk East Subdivision is in conformance with the approved preliminary plat.

### C. Applicable Standards:

1. Kuna City Code Title 6 Subdivision Regulations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 50, Chapter 13, Plats and Vacations.

### D. Conditions of Approval:

1. Applicant shall correct any technical items and make any requested changes on the final plat as recommended by Kuna Public Works Staff.
2. If any revisions are made, the applicant shall provide Planning and Zoning Staff with a revised copy of the final plat.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer's signature on the final plat Mylar.



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

### Final Plat Checklist

A final plat application does not require a public hearing. It will be placed on the City Council agenda as a regular agenda item.

<b>Project name:</b> DESEETHAWK East Subd.	<b>Applicant:</b> David Crawford B&A Engineers, Inc.
---	---

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
X	Completed and signed Commission & Council Review Application.	X
X	All pages of the proposed Final Plat.	X
Under Const.	Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation and other public improvements.	N/A
X	Approved Findings of Fact, Conclusions of Law for Preliminary Plat	X
X	Proof of current ownership of the real property included in the proposed final plat and written consent of the record owners of the final plat (Affidavit of Legal Interest) for all interested parties involved.	X
X	Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved said final plat.	X
X	A statement of conformance with the following information: ◊ The approved preliminary plat and meeting all requirements or conditions. ◊ The acceptable engineering practices and local standards.	X
X	Any proposed restrictive covenants and/or deed restrictions, and homeowners' association documents.	X
X	The final plat shall include and be in compliance with all items required under title 50, chapter 13 of the Idaho Code.	X

*Note: Only one copy of the above items need to be submitted when applying for multiple applications.*

*This application shall not be considered complete (nor will a meeting date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.*





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

### Commission & Council Review Application

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

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

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

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

For Office Use Only	
File Number (s)	18-19-FP
Project name	Desert Hawk East
Date Received	11.6.18
Date Accepted/Complete	12/3/18
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	12/18/18

#### Contact/Applicant Information

<b>Owners of Record:</b> <u>Challenger Development, Inc.</u>	<b>Phone Number:</b> _____
<b>Address:</b> <u>1977 E. Overland Rd.</u>	<b>E-Mail:</b> _____
<b>City, State, Zip:</b> <u>Meridian, ID 83642</u>	<b>Fax #:</b> _____
<b>Applicant (Developer):</b> <u>David Crawford - B&amp;A Engineers, Inc.</u>	<b>Phone Number:</b> <u>208-519-4393</u>
<b>Address:</b> <u>5505 W. Franklin Rd.</u>	<b>E-Mail:</b> <u>dacrawford@baengineers.com</u>
<b>City, State, Zip:</b> <u>Boise, ID 83705</u>	<b>Fax #:</b> <u>208-342-5792</u>
<b>Engineer/Representative:</b> <u>Joseph D. Canning - B&amp;A Engineer, Inc.</u>	<b>Phone Number:</b> _____
<b>Address:</b> <u>Same as Applicant</u>	<b>E-Mail:</b> _____
<b>City, State, Zip:</b> _____	<b>Fax #:</b> _____

#### Subject Property Information

<b>Site Address:</b> <u>874 S. Ten Mile Rd.</u>
<b>Site Location (Cross Streets):</b> <u>East of S. Ten Mile Rd., South of W. Avalon St. &amp; North of W. King Rd.</u>
<b>Parcel Number (s):</b> <u>R5070501800</u>
<b>Section, Township, Range:</b> <u>Sec. 26, T2N, R1W</u>
<b>Property size :</b> <u>9.34 ac</u>
<b>Current land use:</b> <u>under const.</u> <b>Proposed land use:</b> <u>Residential</u>
<b>Current zoning district:</b> <u>R-6</u> <b>Proposed zoning district:</b> <u>R-6</u>



**Project Description**

Project / subdivision name: Deserthawk East Subdivision (formerly Deserthawk Subdivision No. 4- see letter)

General description of proposed project / request: For approval & signature on the final plat.

---

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

---

Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

Please describe the existing buildings: \_\_\_\_\_

Any existing buildings to remain?  Yes  No

Number of residential units: \_\_\_\_\_ Number of building lots: 34

Number of common and/or other lots: 7

Type of dwellings proposed:

Single-Family \_\_\_\_\_

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

Multi-Family \_\_\_\_\_

Other \_\_\_\_\_

Minimum Square footage of structure (s): \_\_\_\_\_

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

Percentage of open space provided: \_\_\_\_\_ Acreage of open space: \_\_\_\_\_

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

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

Number of building lots: \_\_\_\_\_ Other lots: \_\_\_\_\_

Gross floor area square footage: \_\_\_\_\_ Existing (if applicable): \_\_\_\_\_

Hours of operation (days & hours): \_\_\_\_\_ Building height: \_\_\_\_\_

Total number of employees: \_\_\_\_\_ Max. number of employees at one time: \_\_\_\_\_

Number and ages of students/children: \_\_\_\_\_ Seating capacity: \_\_\_\_\_

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

---

Proposed Parking:

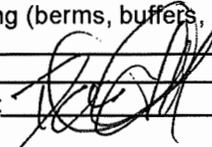
a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

b. Total Parking spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_

c. Width of driveway aisle: \_\_\_\_\_

Proposed Lighting: \_\_\_\_\_

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

Applicant's Signature:  SEA Engineers, Inc. Date: 1/6/18

# B & A Engineers, Inc.

Consulting Engineers & Surveyors  
5505 W. Franklin Rd. Boise, Id. 83705  
Ph. 208-343-3381 Fax 208-342-5792

received  
11.6.18

November, 2018

**City of Kuna**  
751 W. 4th St.  
Kuna, Idaho 83634

**Subject: Final Plat Approval Request for – Deserthawk East Subdivision**

City Staff:

We are pleased to present the final plat application and supporting documents with a request for the applicable City signatures for the final plat of Deserthawk East Subdivision.

The development is currently under construction. The attached final Plat is in substantial conformance with the approved preliminary plat.

Based on limited field observations and information provided by others, we believe that all construction is being completed in substantial conformance with the approved construction plans.

Please note that the name has been changed due to the phasing of the development as required by the Ada County Surveyor. Deserthawk Subdivision No. 4 was modified to Deserthawk East Subdivision.

On behalf of the applicant, as their representative, we respectfully request the signatures of the City for this Subdivision.

Sincerely,



David Crawford  
B&A Engineers, Inc.



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634  
Phone: (208) 922-3274  
Fax: (208) 922-5889  
Web: www.cityofkuna.com

State of Idaho )

County of Ada )

I, Corey D. Burton 1977 E. Overload Rd.  
Name Address  
Meridian Idaho 83642  
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to B&A Engineers, Inc 5505 W. Franklia Rd. Boise, Id. 83705  
Name Address

to submit the accompanying application pertaining to that property.

B. I agree to indemnify, defend and hold City of Kuna and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

C. I hereby grant permission to the City of Kuna staff to enter the subject property for the purpose of site inspections related to processing said application(s).

Dated this 9<sup>th</sup> day of November, 2015

[Signature]  
Signature

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



Adair Koltes  
Notary Public for Idaho

Residing at: Nampa, ID

My commission expires: 6-05-16



ADA COUNTY RECORDER Christopher D. Rich BOISE IDAHO Pgs=2 VICTORIA BAILEY TITLEONE BOISE	<b>2018-088872</b> <b>09/19/2018 11:56 AM</b> \$15.00
--	---



Order Number: 18320405

**Warranty Deed**

For value received,

**Endurance Holdings LLC, an Idaho limited liability company**

the grantor, does hereby grant, bargain, sell, and convey unto

**Challenger Development, Inc., an Idaho corporation**

whose current address is 1977 W. Overland Road Boise, ID 83702

the grantee, the following described premises, in Ada County, Idaho, to wit:

See attached Exhibit "A" comprised of 1 page

To have and to hold the said premises, with their appurtenances unto the said Grantee, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee; and subject to all existing patent reservations, easements, right(s) of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, general taxes and assessments, including irrigation and utility assessments (if any) for the current year, which are not due and payable, and that Grantor will warrant and defend the same from all lawful claims whatsoever. Whenever the context so requires, the singular number includes the plural.

Dated: September 18, 2018

Endurance Holdings, LLC, an Idaho limited liability company

By: [Signature]  
Corey D. Barton, Member

State of ID, County of ADA, ss.

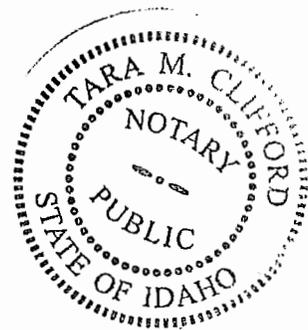
On this 19<sup>th</sup> day of Sept 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton / known or identified to me to be a Member of the limited liability company that executed the within instrument and acknowledged to me that he executed the same for and on behalf of said limited liability company and that such limited liability company executed it.

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

[Signature]  
Notary Public for Idaho

Residing In: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Residing: Eagle, Idaho**  
**Commission Expires: 6/18/2022**





**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**DESERTHAWK SUBDIVISION**

THIS DECLARATION is made effective as of 6/19/13, by  
DAS Investments, LLC, an Idaho limited liability company ("Declarant" or "Owner" or  
"Grantor").

ARTICLE I: RECITALS

1.1 Declarant is the owner of all of the real property located in the County of  
Ada, State of Idaho (the "County"), described in the attached Exhibit A (the "Property"),  
which exhibit is incorporated herein by this reference.

1.2 The purpose of this Declaration is to set forth the basic restrictions,  
covenants, limitations, easements, conditions, and equitable servitudes (collectively  
"Restrictions") that apply to the Property. The Restrictions are designed to preserve the  
Property's value, desirability and attractiveness, to ensure a well-integrated high-quality  
development, and to guarantee adequate maintenance of the Common Area, and the  
Improvements located thereon, in a cost effective and administratively efficient manner.

ARTICLE II: DECLARATION

Grantor declares that the Property shall be held, sold, conveyed, encumbered,  
hypothecated, leased, used, occupied, and improved subject to the following terms,  
covenants, conditions, easements, and restrictions, all of which are declared and agreed to  
be in furtherance of a general plan for the protection, maintenance, subdivision,  
improvement, and sale of the Property, and to enhance the value, desirability, and  
attractiveness of the Property. The terms, covenants, conditions, easements, and  
restrictions set forth herein:

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 1 OF 48**

Rev. 5/21/2013

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A. shall run with the land constituting the Property and with each estate therein, and shall be binding upon all persons having or acquiring any right, title, or interest in the Property or any lot, parcel, or portion thereof; and

B. shall inure to the benefit of every Building Lot, parcel, or portion of the Property and any interest therein; and,

C. shall inure to the benefit of, and be binding upon, Grantor (as defined below), and each grantee and Owner, and such grantee's and Owner's respective successors-in-interest, and may be enforced by Grantor, by any Owner, and any such Owner's successors-in-interest, and by the Association as hereinafter described.

Notwithstanding any other provision in the Declaration to the contrary, no provision of this Declaration shall be construed as to prevent or limit (i) Grantor's right to complete development of the Property and to construct improvements thereon, or (ii) Grantor's right to maintain model homes, construction, sales, or leasing offices, or similar facilities (temporary or otherwise) on any portion of the Property, including the Common Area or any public right-of-way, or (iii) Grantor's right to post signs incidental to construction, sales, or leasing, or (iv) Grantor's right to modify plans for the Property, all in accordance with any necessary approvals of the applicable governmental entities.

### ARTICLE III: DEFINITIONS

3.1 "Affiliate" shall mean any entity that has some form of common ownership interest or common management with the Grantor.

3.2 "Architectural Committee" shall mean the committee created by the Grantor or the Association pursuant to Article X hereof.

3.3 "Articles" shall mean the Articles of Incorporation of the Association or other organizational or the charter documents of the Association if formed using a type of entity other than a corporation.

3.4 "Assessments" shall mean those payments required of Owners or other Association Members, including Regular, Special, and Limited Assessments made by the Association as further defined in this Declaration.

3.5 "Association" shall mean the Idaho profit or non-profit corporation (or other type of entity), and its successors and assigns, established by Grantor to exercise the powers and to carry out the duties set forth in this Declaration and any Supplemental Declaration. Grantor shall have the power, in its discretion, to name the Association the "Deserthawk Subdivision Homeowners Association, Inc.", or any similar name, which

### **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK SUBDIVISION - PAGE 2 OF 48**

Rev. 5/21/2013

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fairly reflects its purpose. Grantor, in its sole and absolute discretion, shall have the power to create any additional Associations that it deems necessary or appropriate to act as the Association for any Annexed Tract (as defined below). In such event, reference in this Declaration to the "Association" shall apply to the particular Association designated to apply to that Annexed Tract.)

3.6 "Association Rules" shall mean those rules and regulations promulgated by the Association governing conduct upon and use of the Property under the jurisdiction or control of an Association, the imposition of fines and forfeitures for violation of such rules and regulations, and procedural matters for use in the conduct of business of the Association.

3.7 "Board" shall mean the Board of Directors or other governing board or individual, if applicable, of the Association.

3.8 "Building Lot" shall mean one or more lots within the Property as specified or shown on any Plat and/or by Supplemental Declaration, upon which Improvements may be constructed.

3.9 "Bylaws" shall mean the Bylaws of the Association.

3.10 "Common Area" shall mean all real property in which the Association holds an interest or which is held or maintained, permanently or temporarily, for the common use, enjoyment, and benefit of the entire Subdivision and each Owner therein, and shall include, without limitation, all such parcels that are designated as private streets or drives, common open spaces, common landscaped areas, and Waterways. The Common Area may be established from time to time by Grantor on any portion of the Property by describing it on a Plat, by granting or reserving it in a deed or other instrument, or by designating it pursuant to this Declaration or any Supplemental Declaration. The Common Area may include easement and/or license rights.

3.11 "Declaration" shall mean this Declaration as it may be amended from time to time.

3.12 "Deserthawk Subdivision" and the "Subdivision" shall each mean the Property.

3.13 "Design Guidelines" shall mean the construction guidelines approved by the Architectural Committee.

3.14 "Grantor" shall mean, DAS Investments, LLC, an Idaho limited liability company and its successors-in-interest, and Affiliates (collectively, "DAS"), and any person or entity to whom DAS expressly transfers its Grantor rights, which transfer must

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 3 OF 48**

Rev. 5/21/2013

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be made in writing and must include a specific reference to the transfer being of DAS's "Grantor rights" or "rights as Grantor" or other similar specific reference.

3.15 "Improvement" shall mean any structure, facility, or system, or other improvement or object (and any portion of the foregoing), whether permanent or temporary, which is erected, constructed, or placed upon, under, or in, any portion of the Property, including but not limited to buildings, fences, streets, drives, driveways, sidewalks, bicycle paths, curbs, landscaping, signs, lights, mail boxes, electrical lines, pipes, pumps, ditches, waterways, and fixtures of any kind whatsoever.

3.16 "Limited Assessment" shall mean Assessments as described in Section 7.4 of this Declaration.

3.17 "Member" shall mean each person or entity holding a membership in the Association. Where specific reference or the context so indicates, it shall also mean persons or entities holding membership.

3.18 "Owner" shall mean the person or other legal entity, including Grantor, holding fee simple interest of record to a Building Lot that is a part of the Property, and sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

3.19 "Person" shall mean any individual, partnership, corporation, limited liability company or other legal entity.

3.20 "Plat" shall mean any subdivision plat covering any portion of the Property as recorded at the office of the County recorder (the "County Recorder"), as the same may be amended by duly recorded amendments thereof.

3.21 "Property" shall mean, except as otherwise provided in this paragraph, the real property described in Exhibit A, including each lot, parcel, and portion thereof and interest therein, including all water rights associated with or appurtenant to such property. The Property also shall include, at Grantor's sole discretion, such additional property in addition to that described in Exhibit A as may be part of an Annexed Tract by means of a Supplemental Declaration as provided herein.

3.22 "Regular Assessment" shall mean the Assessments described in Section 7.2 of this Declaration.

3.23 "Special Assessment" shall mean the Assessments described in Section 7.3 of this Declaration.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
SUBDIVISION - PAGE 4 OF 48**

Rev. 5/21/2013

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3.24 “Supplemental Declaration” shall mean any Supplemental Declaration including additional covenants, conditions, and restrictions that might be adopted with respect to any portion of the Property and with respect to any Annexed Tract.

3.25 “Waterway” shall mean any surface water amenity, including, without limitation, any lake, pond, channel, slough, stream, ditch or reservoir, natural or artificial, which is located on the Property and which is included within or managed as Common Area.

#### ARTICLE IV: GENERAL AND SPECIFIC RESTRICTIONS

4.1 Improvements - Generally. All Improvements are to be designed, constructed and used in such a manner as to (i) comply with the conditions of approval (as may be amended from time to time) issued by the applicable governmental entity with respect to the Plat containing the portion of the Property upon which the Improvements are located (the “Plat Conditions”), (ii) comply with all applicable governmental laws, ordinances, rules and regulations, and (iii) promote compatibility between the types of use contemplated by this Declaration.

4.1.1 Use and Size of Dwelling Structure. All Building Lots shall be used exclusively for single-family residential purposes. No Building Lot shall be improved except with a single-family dwelling unit or structure. Except as otherwise approved in writing by the Architectural Committee, the minimum single-family residential structure size in Deserthawk Subdivision shall be One-Thousand One-Hundred (1,100) square feet exclusive of garages, porches, storage rooms and patios. The Architectural Committee can approve, in its sole and absolute discretion, a maximum of 9 single-family residences with square footages less than One-Thousand One-Hundred (1,100) square feet provided in no case shall they be less than Eight-Hundred Fifty square feet and all such approvals are subject to the requirements of the Plat Conditions.

4.1.2 Architectural Committee Review. No construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved, in writing, the elevations, building plans, specifications, lot plan and other plans and specifications requested by the Architectural Committee. Construction of all such Improvements must conform to and comply with the applicable approved elevations, plans and specifications. Prior to the start of construction, Owners will submit two (2) sets of plans, including a plat plan, floor plan, all elevations and other documentation requested by the Architectural Committee, to the Architectural Committee for review. These plans will be held for thirty (30) days after completion of the project. The review and approval or disapproval may be based upon the following factors -

#### DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK SUBDIVISION - PAGE 5 OF 48

Rev. 5/21/2013

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size, height, design and style elements, mass and form, topography, setbacks, finished ground elevations, architectural symmetry, drainage, color, materials (including, without limitation, Architectural Committee approved architectural shingles and roofing material), physical or aesthetic impacts on other properties (including, without limitation, Common Areas), artistic conformity to the terrain and the other Improvements on the Property, and any and all other factors which the Architectural Committee, in its reasonable discretion, deems relevant. Said requirements as to the approval of the design shall apply only to the exterior appearance of the Improvements and to landscaping. This Declaration is not intended to serve as authority for the Architectural Committee to control the interior layout or design of residential structures except to the extent incidentally necessitated by exterior and landscape design restrictions that this Declaration is intended to control.

4.1.3 Setbacks and Height. No residential or other structure (exclusive of fences and similar structures constructed in compliance with the terms of this Declaration) shall be placed nearer to the Building Lot lines or built higher than permitted by the Plat in which the Building Lot is located, by the applicable Plat Conditions or by any applicable zoning restriction or by decision of the Architectural Committee, whichever is more restrictive.

4.1.4 Roofing. All residences must be built with a minimum of thirty (30) year life architectural composition unless otherwise approved by the Architectural Committee. Roof pitch on all dwellings shall be a minimum 5/12 roof pitch.

4.1.5 Accessory Structures. Garages shall accommodate a minimum of two (2) cars; detached garages shall be allowed if in conformity with the provisions of this Declaration, and as approved by the Architectural Committee. All garages, storage sheds and patio covers, whether attached or detached from the residential structure, shall be of the same construction, finish and color as the residential structure on the applicable Building Lot. No playhouses, playground equipment, pool slides, diving boards, hot tubs, spas, or similar items shall extend higher than five (5) feet above the finished graded surface of the Building Lot upon which such item(s) are located, unless specifically so allowed by the Architectural Committee, in its sole discretion. Basketball courts, backboards, pools, tennis courts, shall be allowed in the backyard of any Building Lot, provided that such amenities are approved by the Architectural Committee and are not visible from any street, and do not promote noise or other nuisance that is offensive or detrimental to other portions of the Subdivision or offensive or detrimental to the occupants of other Building Lots.

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4.1.6 Elevations. As set forth in Section 4.1.2 above, no construction of any Improvements which will be visible above ground or which will ultimately affect the visibility of any above ground Improvement may commence until the Architectural Committee has approved the elevation drawings and all Improvements must be constructed pursuant to such approved drawings. The Architectural Committee reserves the right to reject plans that in the judgment of the Architectural Committee lack integrity and balance. Without limiting the general reservation of powers set forth in the immediately previous sentences, the following guidelines, which are subject to change by the Architectural Committee, are designed to help provide guidance on appropriate design features for elevation plans and any waiver or exception must be in writing signed by the Architectural Committee:

- A. Hardboard or cement fiber siding. Vinyl siding is prohibited.
- B. Sixteen-inch (16") eaves and twelve-inch (12") gables are required.
- C. Boxed or returned soffits are recommended.
- D. Windows, at siding locations, must have relief or trim materials to give definition.
- E. Stone, brick or stucco is required, provided, however, if the home to be constructed has architectural appeal the Architectural Committee may provide written waiver of the stone, brick or stucco requirement.
- H. No vinyl or metal siding except soffit and fascia boards.
- I. Minimum of 36" stucco, brick, stone or other masonry accents are required on front elevation, or as otherwise approved by the Architectural Committee.
- J. No split entry homes will be approved.

4.1.7 Driveways/Sidewalks. All access driveways and sidewalks shall have concrete or other hard surface along its full width as approved by the Architectural Committee and shall be graded to assure proper drainage. Asphalt

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driveways will not be allowed. Driveways shall have a maximum width compliant with and as approved pursuant to ACHD driveway approach permit and shall continue until connecting to the garage floor.

4.1.8 Mailboxes. Owner shall supply and install black metal mailbox posts. The location and type of post shall be submitted to and approved by the Grantor or the Architectural Committee prior to installation. On all Building Lots where the adjoining Building Lot has a common utility (garage side) property line the mailbox posts shall be installed at the shared property line, and shall be a paired post capable of accepting two (2) mailboxes. The responsibility for the installation of the post shall be borne by the first Building Lot to obtain a building permit. All mailboxes shall be supplied and installed on the posts by Owner, shall be black and of standard single resident size and shape. Architectural Committee approval shall be obtained prior to installation. Ornamental or oversized mailboxes shall not be permitted. All replacement mailboxes and stands will be of consistent design, material, and coloration as required in 4.1.8 and shall be located as originally placed on adjoining Building Lot lines at places designated by Grantor or the Architectural Committee. Declarant, the Association and/or the US Postal Service may require mailbox locations to be grouped.

4.1.9 Fencing. Fence designs shall not extend into any common green space within the Subdivision. All fencing and boundary walls constructed on any Building Lot shall be permanent in nature, maintenance free and be constructed of "white" vinyl material. Wood and chain link fencing is not permitted. If fencing is used in combination with a landscape berm, the fence shall be placed behind the berm and under no circumstances, placed on the berm. The material, style, texture and design shall match the existing Grantor installed fencing and shall be approved by the Architectural Committee. Fencing shall not extend higher than six (6) feet measured from the crest of the adjacent road or extend past the front setback of the home and shall meet any more stringent requirements established by the Architectural Committee. All fencing must meet the setback requirements of City ordinance.

4.1.10 Lighting. Fixtures, standards, and all exposed accessories shall be harmonious with building design, and shall be as approved by the Architectural Committee. Lighting shall be restrained in design, and excessive brightness shall Landscape lighting is encouraged. Building designs shall seek to minimize lighting impacts on adjoining properties.

4.2 Antennae and Satellite Dishes. Exterior radio antenna, television antenna, other antenna and satellite dishes of the type that are governed by 47 C.F.R. Section 1.4000, as amended from time to time, are permitted to be installed on the property without Architectural Committee approval if so required under the aforementioned

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regulation. No other types of antenna or satellite dish shall be erected or maintained on the property unless it is approved by the Architectural Committee and located or screened in a manner acceptable to the Architectural Committee.

4.3 Insurance Rates. Nothing shall be done or kept on any Building Lot which will increase the rate of insurance on any other portion of the Property without the approval of the Owner of such other portion, nor shall anything be done or kept on the Property or a Building Lot which would result in the cancellation of insurance on any property owned or managed by any such Association or which would be in violation of any law.

4.4 No Further Subdivision. No Building Lot may be further subdivided, nor may any easement or other interest any Building Lot be granted, or Building Lot line adjusted, unless the advanced written approval of the Architectural Committee is obtained.

4.5 Signs. No sign of any kind shall be displayed to the public view without the approval of the Architectural Committee or Association, and the City if so required, except:

A. Such signs as may be used by Grantor and Grantor's agents in connection with the development of the Property, the sale of Building Lots and general promotion of the project. Such signs may be installed in the Common Areas at the discretion of the Grantor.

B. Temporary signs naming the contractors, the architect, and the lending institution for particular construction operation.

C. Such signs identifying the Subdivision, or informational signs, of customary and reasonable dimensions as prescribed by the Architectural Committee may be displayed on or from the Common Area.

D. One (1) sign of customary and reasonable dimensions not to exceed three (3) feet by two (2) feet may be displayed by an Owner other than Grantor on or from a Building Lot advertising the residence for sale or lease. No such sign shall be placed on Common Areas or on the rear portion of any Lot being sold.

All signage, including signage for the exceptions listed as (B)-(D), must be erected in accordance with signage format approved and established by the Architectural Committee. Save and excepting the foregoing, no sign shall be placed in the Common Area without the written approval of the applicable Architectural Committee or the Association.

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4.6 Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the Property, including the Common Area or vacant Building Lots, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to the Property or to its occupants, or to any other property in the vicinity thereof or to its occupants. All structures shall be designed to minimize the noise impact on adjoining properties and no noise or other nuisance, as described in any applicable laws, rules, regulations or ordinances, shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to the Property or to its occupants or to other property in the vicinity or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior sound systems, speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes which have been approved by the Association), flashing lights, or search lights, shall be located, used, or placed on the Property without the prior written approval of the Association.

4.7 Site Cleaning: Owners are responsible for ensuring the Building Lot is kept clean in following specific manner:

4.7.1 All contractors and subcontractors must operate a clean site with all debris cleaned and contained on the site. Contractors and subcontractors are not to allow garbage to blow to other sites.

4.7.2 All contractors and subcontractors will make the best efforts to be courteous to the current residents and others on the Property. No dogs or loud music allowed during any phase of the construction.

4.7.3 During the construction phase the streets must be swept clean of debris nightly.

4.7.4 During the construction phase all weeds must be kept trimmed and properly disposed of in a proper receptacle.

4.7.5 Owners who do not adhere, or require their agents, contractors and/or subcontractors to adhere to the cleaning rules outlined herein will be subject to a charge equal to the cost of cleanup plus an administrative fee equal to 25% of the cleanup cost and any applicable attorney fees and costs incurred in the enforcement or collection of such charges.

4.7.6 During construction, each contractor shall provide portable toilets as is required by applicable laws, rules, regulations and ordinances or by the Architectural Committee, whichever is more restrictive.

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4.7.7 The Architectural Committee has the authority to grant variances to the design guidelines and to the requirements of this Section 4.7.

4.8 Exterior Maintenance: Owner's Obligations. No Improvement shall be permitted to fall into disrepair, and each Improvement shall at all times be kept in good condition and repair. In the event that any Owner shall permit any Improvement, including, without limitation, trees and landscaping, which is the responsibility of such Owner to maintain, to fall into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to damage property or facilities on or adjoining their Building Lot which would otherwise be the Association's responsibility to maintain, the Board, upon fifteen (15) days prior written notice to the Owner, shall have the right to correct such condition, and to enter upon such Owner's Building Lot for the purpose of doing so, and such Owner shall promptly reimburse the Association for the cost thereof, plus all other costs associated with such action including, without limitation, legal fees, and plus interest at eighteen percent (18%) per annum on all costs incurred by the Association. All such costs and interest shall be a Limited Assessment and shall create a lien enforceable in the same manner as other Assessments set forth in Article VII of this Declaration. The Owner of the offending property shall be personally liable, and such Owner's property may be subject to a mechanic's lien, in addition to the lien for the Limited Assessment, for all costs and expenses incurred by the Association in taking such corrective acts, plus all costs incurred in collecting the amounts due, including attorney's fees and costs. Each Owner shall pay all amounts due for such work within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Board, be added to the amounts payable by such Owner as Regular Assessments. Each Owner shall have the remedial rights set forth herein if the Association fails to exercise its rights within a reasonable time following written notice by such Owner.

4.9 Drainage. There shall be no interference with the established drainage pattern over any portion of the Property, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee and the Ada County Highway District ("ACHD"). For the purposes hereof, "established" drainage is defined as the system of drainage, whether natural or otherwise, which exists at the time the overall grading of any portion of the Property is completed by Grantor, or that drainage which is shown on any plans approved by the Architectural Committee, which may include drainage from the Common Area over any Building Lot in the Property. The Association shall maintain the drainage and roadway swales (to the extent roadway swales exist) pursuant to the Storm water Facility Operation and Maintenance Plan Outline attached hereto as Exhibit B and incorporated herein by this reference (the "Storm water Plan"). ACHD shall have the right to inspect the drainage and roadway swales and facilities and promptly perform any required maintenance. ACHD may assess the costs of any such required maintenance to all of the Property within Deserthawk Subdivision, including through the use of liens and/or assessment of maintenance costs

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against the real property within the Subdivision. Any proposed changes to the drainage plan or the documents and approvals associated therewith, require ACHD approval.

4.10 Grading. The Owner of any Building Lot within the Property in which grading or other work has been performed pursuant to a grading plan approved under applicable provisions of City Code shall maintain and repair all graded surfaces and erosion prevention devices, retaining walls, drainage structures, means, devices and plantings and ground cover installed or completed thereon, which are not the responsibility of ACHD, the Association, or other public agency. Such requirements shall be subject to Regular, Special, and Limited Assessments provided in Article VII herein, as may be applicable.

4.11 Water Supply Systems. No separate or individual water supply system, regardless of the proposed use of the water to be delivered by such system, shall be permitted on any Building Lot unless such system is designed, located, constructed, and equipped in accordance with the requirements, standards, and recommendations of the Board and all governmental authorities having jurisdiction. Grantor may use the water supply as deemed necessary for any purpose on a temporary basis and for irrigation purposes.

4.12 No Hazardous Activities. No activities shall be conducted on the Property, and no Improvements constructed on any property, which are or might be unsafe or hazardous to any person or property.

4.13 Unightly Articles. No unsightly articles, as determined by the Architectural Committee, shall be permitted to remain on any Building Lot so as to be visible from any other portion of the Property. Without limiting the generality of the foregoing, refuse, garbage, and trash shall be kept at all times in such containers and in areas approved by the Architectural Committee. No clothing or fabrics shall be hung, dried, or aired in such a way as to be visible to any other portion of the Property, and no equipment, heat pumps, compressors, containers, lumber, firewood, grass, shrub or tree clippings, plant waste, metals, bulk material, scrap, refuse, or trash shall be kept, stored or allowed to accumulate on any Building Lot except within an enclosed structure or as appropriately screened from view. No vacant residential structures shall be used for the storage of building materials.

4.14 No Temporary Structures. No house trailer, mobile home, tent (other than for short term individual use which shall not exceed one (1) week unless approved by the Association), shack or other temporary building, improvement, or structure shall be placed upon any portion of the Property, except temporarily as may be required by construction activity undertaken on the Property. Also excepted from this requirement is any sales office established by the Grantor or the Association for the Property.

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4.15 No Unenclosed or Unscreened Boats, Campers, and Other Vehicles. No boats, trailers, campers, all-terrain vehicles, motorcycles, recreational vehicles, bicycles, dilapidated or unrepaired and unsightly vehicles, or similar equipment shall be placed upon any portion of the Property (including, without limitation, streets, parking areas, and driveways) unless the same are enclosed or screened by a structure concealing them from adjacent street, Building Lot and Common Area view and in a manner approved by the Architectural Committee. To the extent possible, garage doors shall remain closed at all times.

4.16 Sewage Disposal Systems. No individual sewage disposal system shall be used on the Property. Each Owner shall connect the appropriate facilities on such Owner's Building Lot to the sewer system as required by the Architectural Committee and pay all charges assessed therefore.

4.17 No Mining or Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas, or other hydrocarbons, minerals, rocks, stones, sand, gravel or earth. This Section 4.17 shall not prohibit exploratory drilling or coring which is necessary to construct a residential structure or Improvements.

4.18 Energy Devices Outside. No energy production devices, including, but not limited to, generators of any kind and solar energy devices, shall be constructed or maintained on any portion of the Property without the written approval of the Architectural Committee, except for heat pumps shown in plans approved by the Architectural Committee. This Section 4.18 shall not apply to passive solar energy systems incorporated into the approved design of a residential structure.

4.19 Vehicles. The use of all vehicles, including, but not limited to, trucks, automobiles, bicycles, motorcycles, snowmobiles, aircraft, and boats, shall be subject to all Association Rules, which may prohibit or limit the use thereof within the Subdivision. No overnight on-street parking shall be permitted except where expressly designated for parking use. No parking bays shall be permitted in any side, front, or backyard. Vehicles parked on a driveway shall not extend into any sidewalk, bike path or pedestrian path. No motorized vehicle or device shall be permitted on any Waterway or in the Common Area unless such vehicle is engaged in an emergency procedure.

4.20 Animals/Pets. No animals, birds, insects, pigeons, poultry or livestock shall be kept on the Property. This Section 4.20 does not apply to the keeping of up to two (2) domesticated dogs, up to two (2) domesticated cats, and other household pets, which do not unreasonably bother or constitute a nuisance to others. Without limiting the generality of the foregoing, consistent and/or chronic barking by dogs shall be considered a nuisance. Each dog in the Subdivision shall be kept on a leash, curbed, and otherwise controlled at all times when such animal is off the Building Lot of its owner. Such owner

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shall clean up any animal defecation immediately from the Common Area or public right-of-way. Failure to do so may result, at the Board's discretion, with a Limited Assessment levied against such animal owner or the Owner of the Building Lot in which such animal is being kept. No dog or cat shall be allowed in any Waterway. The construction of dog runs or other pet enclosures shall be subject to Architectural Committee approval, shall be appropriately screened, and shall be maintained in a sanitary condition. Dog runs or other pet enclosures shall be placed a minimum of ten (10) feet from the side and twenty-five (25) feet from the rear Building Lot line, shall not be placed in any front yard of a Building Lot, shall be screened from view so as not to be visible from the Common Area or an adjacent Building Lot, and must be approved by the Architectural Committee.

4.21 Landscaping. The Owner of any Building Lot shall sod and landscape such Building Lot in conformance with the landscape plan approved by the Architectural Committee. The Owner must submit a landscaping plan for approval by the Architectural Committee.

The following restrictions apply with respect to landscaping subject to increased requirements established by the Architectural Committee:

- A. Front Yard Landscaping: the front yard of all Building Lots must meet the following minimum requirements:

All landscaping is to be completed within thirty (30) days from actual occupancy;

It must be fully sodded within thirty (30) days from occupancy;

It must contain at least 2 trees with a minimum of 2" caliper;

It must contain at least five, one gallon plants/shrubs; and

An Automatic Sprinkler System (covering all of the yards) must be completed within thirty (30) days of occupancy.

- B. Back Yard and Side Yard Landscaping: All back and side yard landscaping must be completed within six (6) months of occupancy unless it is not fenced with approved fencing and in that case shall comply with Front Yard Landscaping completion date requirements.

- C. Fencing: All fencing shall be constructed of "white" vinyl material six feet (6') in height and approved in advance by the Architectural Committee. Fences at Subdivision boundaries or contiguous to

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properties with a use other than a residential building lot shall NOT be of wood or chain link.

4.22 Water Rights Appurtenant to Subdivision Lands. Within one hundred twenty (120) days of the date of the recording of this Declaration, Declarant shall transfer from the Property subject to this Declaration, and within the boundaries of an irrigation entity, as defined in Section 31-3805, Idaho Code, all water rights and assessment obligations appurtenant to the Property to the Association or the appropriate district providing pressurized irrigation and domestic water to Deserthawk.

4.23 Commencement of Construction. Any owner of a Building Lot shall, within a period of one (1) year following the date of purchase of a Building Lot from Grantor, commence the construction of a dwelling structure in compliance with the restrictions herein, and such construction shall be completed within six (6) months thereafter. The term "commence the construction," as used in this Section 4.23, shall require beginning and ongoing physical construction of the dwelling structure upon such Building Lot. In the event any Owner shall fail or refuse to commence the construction of a dwelling structure within said one (1) year period, Grantor may, at Grantor's option, following the expiration of said one (1) year period, repurchase said Building Lot from such Owner or the then Owner of such Building Lot at a repurchase price equivalent to the money actually paid to Grantor, less an amount equivalent to ten (10) percent thereof. In the event Grantor shall exercise Grantor's option to repurchase such Building Lot, upon tender of said repurchase price, Owner or the then Owner of such Building Lot shall make, execute, and deliver to Grantor a deed re-conveying said Building Lot, free and clear of all liens and encumbrances, which deed shall, by virtue of the notice provided hereby, be binding upon all persons who may, at any time hereafter, own or claim any right, title, or interest in such Building Lot, and the successors in title thereto, whether acquired by voluntary act or through operation of law.

4.24 Exemption of Grantor and for Common Area. Notwithstanding all other provisions in this Declaration, the Articles, Bylaws or any other documents, Grantor is and shall at all times be, and Improvements to the Common Areas by Grantor, or the Association are and shall at all times be, exempt from the obligations and restrictions set forth in this Article IV of the Declaration and from the governance and control of the Architectural Committee. Additionally, Grantor shall not be obligated to comply with any Association Rules. Without limiting the generality of the preceding sentences in this Section 4.24, so long as Grantor owns any Building Lot, nothing contained herein shall limit the right of Grantor to subdivide or re-subdivide any portion of the Property, to grant licenses, to reserve rights-of-way and easements with respect to the Common Area and Building Lots that it owns to utility companies, public agencies, or others, or to complete excavation, grading, and construction of Improvements to and on any portion of the property owned by Grantor, or to alter the foregoing and its construction plans and designs, or to construct such additional Improvements as Grantor deems advisable in the

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course of development of the Property. Such right shall include, but shall not be limited to, erecting, constructing, and maintaining on the Property such structures, signage and displays as may be reasonably necessary for the conduct of Grantor's business of completing development of the Property and disposing of the same by sales lease or otherwise. Grantor shall have the right at any time prior to acquisition of title to a Building Lot by a purchaser from Grantor to grant, establish, and/or reserve on that Building Lot, additional licenses, reservations and rights-of way to Grantor, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. Grantor may use any structures owned by Grantor on the Property as model homes or home complexes or real estate sales or leasing offices for lots and homes within or outside the Subdivision. Grantor need not seek or obtain Architectural Committee approval of any Improvement constructed or placed by Grantor on any portion of the Property owned by Grantor. All of the rights of Grantor, including, without limitation, those set forth in this Section 4.24 may be assigned by Grantor as set forth in Section 3.14 of this Declaration.

#### ARTICLE V: DESERTHAWK SUBDIVISION HOMEOWNERS ASSOCIATION

5.1 Organization of the Deserthawk Subdivision Homeowners Association. The Association shall be initially organized by Grantor as an Idaho nonprofit corporation under the provisions of the Idaho Code relating to general non-profit corporations and shall be charged with the duties and invested with the powers prescribed by law and set forth in the Articles, Bylaws, and this Declaration. Neither the Articles nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration or with any Supplemental Declaration which Grantor might adopt pertaining to the Subdivision. Conflicting terms between any of these three documents shall be resolved with the following priority: CC&Rs shall prevail over the Articles and the Bylaws and the Articles shall prevail over the Bylaws.

5.2 Membership. Each Owner, by virtue of being an Owner and for so long as such ownership is maintained, shall be a Member of the Association. Memberships in the Association shall be appurtenant to the Building Lot owned by such Owner. The memberships in the Association shall not be transferred, pledged, assigned, or alienated in any way except upon the transfer of Owner's title and then only to the transferee of such title. Any attempt to make a prohibited membership transfer shall be void and will not be reflected on the books of the Association.

5.3 Voting. Voting in the Association shall be carried out by Members who shall cast the votes attributable to the Building Lots, which they own, or, in the case of Grantor, attributable to the Building Lots owned by Grantor. Member voting procedures shall be performed in accordance with the terms of this Declaration, the Association's Bylaws, Articles and other properly adopted organizational documents. On any issue that comes to a vote of the Members, each Owner shall be entitled to vote a number of votes

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that correlates to the number of Building Lots owned by such Member as described in more detail below. When more than one person holds an interest in any Building Lot, all such persons shall be Members but shall share the votes attributable to the Building Lot. For voting purposes, the Association shall have two (2) classes of Members as described below:

5.3.1 Class A Members. Owners other than Grantor shall be known as Class A Members. Each Class A Member shall be entitled to cast one (1) vote for each Building Lot owned by such Class A Member on the day of the vote.

5.3.2 Class B Members. The Grantor shall be known as the Class B Member, and notwithstanding all other provisions of this Declaration to the contrary, Grantor shall be entitled to ten (10) votes for each Building Lot of which Grantor is the Owner. The Class B Member shall cease to be a voting Member in the Association when the total cumulative votes of the Class A Members equal or exceed the total votes of the Class B Members, provided that the Class B membership voting rights shall not cease before the expiration of ten (10) years from the date on which the first Building Lot is sold to an Owner other than Grantor. Immediately upon the Class B membership ceasing to have the rights to vote is set forth in this Section 5.3.2 it shall become a Class A Member and shall have the associated voting rights based on the number of Building Lots of which it is an Owner, provided, however, all other rights associated with Grantor's status as Grantor shall continue regardless of whether Grantor is a Class A Member or a Class B Member.

Fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter being put to a vote. When an Owner casts a vote, it will thereafter be presumed conclusively for all purposes that such Owner was acting with authority and consent of all joint owners of the Building Lot(s) from which the vote derived. The right to vote may not be severed or separated from the ownership of the Building Lot to which it is appurtenant, except that any Owner may give a revocable proxy, or may assign such Owners right to vote to a lessee, mortgagee, beneficiary, or contract purchaser of the Building Lot concerned, for the term of the lease, mortgage, deed of trust, or contract. Any sale, transfer, or conveyance of such Building Lot to a new Owner shall operate automatically to transfer the appurtenant voting right to the Owner, subject to any assignment of the right to vote to a lessee, mortgagee, or beneficiary as provided herein. Neither the Grantor nor the Association shall be responsible or liable for any dispute, or damages related thereto, based on a disagreement as to who has the voting rights associated with a particular Building Lot and shall be able to rely on the claim by any lessee, mortgagee, contract purchaser or beneficiary of their right to vote. The Association shall have the right to suspend the voting rights of an Owner, except Grantor, for any period during which any Assessment or charge against

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such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

5.4 Board and Officers. The affairs of the Association shall be conducted and managed by the Board and agents of the Board as the Board may elect or appoint, in accordance with the Articles and Bylaws, as the same may be amended from time to time. The Board shall be elected in accordance with the provisions set forth in the Association Bylaws.

5.5 Power and Duties of the Association.

5.5.1 Powers. The Association shall have all the powers of a corporation organized under the general corporation laws of the State of Idaho subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the Bylaws, and this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under Idaho law and under this Declaration, and the Articles and Bylaws, and to do and perform any and all acts which may be necessary to, proper for, or incidental to the proper management and operation of the Common Area and the Grantor's and Association's other assets (including water rights when and if received from Grantor) and affairs and the performance of the other responsibilities herein assigned, including without limitation:

5.5.1.1 Assessments. The power to levy Assessments on any Owner or any portion of the Property and to force payment of such Assessments, all in accordance with the provisions of this Declaration.

5.5.1.2 Right of Enforcement. The power and authority from time to time in its own name, on its own behalf or on behalf of any Owner who consents thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration or the Article or the Bylaws, including the Association Rules adopted pursuant to this Declaration, and to enforce by injunction or otherwise, all provisions hereof.

5.5.1.3 Delegation of Powers. The authority to delegate its power and duties to committees, officers, employees, or to any person, firm, or corporation to act as manager, and to contract for the maintenance, repair, replacement, and operation of the Common Area. Neither the Association nor the members of its Board shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

5.5.1.4 Association Rules. The power to adopt, amend and repeal, by majority vote of the Board, such rules and regulations as the Board deems reasonable, including, without limitation, reasonable charges for an Owner's failure to comply with such rules and regulations. The Association may govern the use of the Common Areas, including, but not limited to, the use of private streets and other common area improvements by the Owners, their families, invitees, licensees, lessees, or contract purchasers; provided, however, that any Association Rules shall apply equally to all Owners and shall not be inconsistent with this Declaration, the Articles, or the Bylaws. A copy of the Association Rules as they may from time to time be adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. Upon such mailing or delivery, the Association Rules shall have the same force and effect as if they were set forth in and were a part of this Declaration. In the event of any conflict between such Association Rules and any other provisions of this Declaration, or the Articles or the Bylaws, the provisions of the Association Rules shall be deemed to be superseded by provisions of this Declaration, the Articles, or the Bylaws to the extent of any such inconsistency.

5.5.1.5 Emergency Powers. The power, exercisable by the Association or by any person authorized by it, to enter upon any portion of the Property (but not inside any building constructed thereon) in the event of any emergency involving illness or potential danger to life or property or when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Association unless the conditions of such emergency were caused by such Owner.

5.5.1.6 Licenses, Easements, and Rights-of-Way. The power to grant and convey to any third party such licenses, easements, and rights-of-way in, on, or under the Common Area as may be necessary or appropriate for the orderly maintenance, preservation, and enjoyment of the Common Area, and for the preservation of the health, safety, convenience, and welfare of the Owners, for the purpose of constructing, erecting, operating, or maintaining:

5.5.1.6.1 Underground lines, cables, wires, conduits, or other devices for the transmission of electricity or electronic signals-for lighting, heating, power, telephone, television, or other purposes, and the above ground lighting stanchions, meters,

and other facilities associated with the provisions of lighting and services;

5.5.1.6.2 Public sewers, storm drains, water drains, and pipes, water supply systems, sprinkling systems, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities;

5.5.1.6.3 Mailboxes and sidewalk abutments around such mailboxes, or any service facility, berms, fencing and landscaping abutting Common Areas, public and private streets or land conveyed for any public or quasi-public purpose including, but not limited to, bicycle pathways.

5.5.1.7 Conveyances to and from Municipalities. The power to convey any portion of the Common Area and any portion of the Property that it owns to any city, county, the State of Idaho, the United States of America, or any political subdivision of any of the foregoing. The Board shall also have the power to receive a conveyance of any property interest from the above-referenced entities, or any other individual or entity, and to hold such property interest as Common Area.

5.5.2 Duties. In addition to duties necessary and proper to carry out the power delegated to the Association by this Declaration, and the Articles and Bylaws, without limiting the generality thereof, the Association or its agents, if any, shall have the authority and the obligation to conduct all business affairs of the Association and to perform, without limitation, each of the following duties:

5.5.2.1 Operation and Maintenance of the Common Area. Operate, maintain, and otherwise manage, or provide for the operation, maintenance, and management of, the Common Area. Such properties may include those lands intended for open space uses and which may be referred to as "non-buildable" lots per the Plat. Without limiting the generality of the foregoing, the Association shall perform the following:

5.5.2.1.1 Maintain, repair, or replace all school bus staging areas;

5.5.2.1.2 Maintain the integrity of the vision triangles as required by the Plat Conditions;

5.5.2.1.3 Maintain the development's Common Area landscaping and open spaces, including temporary

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irrigation and furnishings located in all public rights-of-way;

5.5.2.1.4 Maintain the Subdivision's non-publically dedicated park and pathway areas;

5.5.2.1.5 Participate in a Road Improvement District or utility local improvement district as the need for these improvements arise;

5.5.2.1.6 Provide for snow removal along pathways in the Common Areas so they are pedestrian accessible within 24 hours of a snow event;

5.5.2.1.7 If the Subdivision becomes part of a transit route(s), provide residents of the Subdivision with transit street furnishings; and

5.5.2.1.8 Repair and replacement of property damaged or destroyed by casualty loss.

Additionally, the Association may, in its discretion, limit or restrict the access and use of the Common Area to any Owner or Owners, other than Grantor, residing in the Subdivision. **The Association shall establish rules and regulations regarding the Owners' use of Common Areas and Improvements located thereon.**

5.5.2.2 Reserve Account. Establish and fund a reserve account with a reputable banking institution or savings and loan association or title insurance company authorized to do business in the State of Idaho, which reserve account shall be dedicated to the costs of repair, replacement, maintenance and improvement of the Common Area.

5.5.2.3 Maintenance of Berms Retaining Walls and Fences. Maintain the berms, retaining walls, fences, and water amenities within and abutting the Common Area and Landscape Easement areas.

5.5.2.4 Taxes and Assessments. Pay all real and personal property taxes and assessments separately levied against the Common Area or against the Subdivision, the Association, and/or any other property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided, however, that such taxes and assessments are paid or a bond insuring payment is posted prior to the

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sale or disposition of any property to satisfy the payment of such taxes and assessments. In addition, the Association shall pay all other federal, state, or local taxes, including income or corporate taxes levied against the Association, in the event that the Association is denied the status of a tax exempt corporation.

5.5.2.5 Water and Other Utilities. Acquire, provide, and/or pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, and gas, and other necessary services, for the Common Area, and manage for the benefit of the Subdivision all domestic, irrigation, and amenity water rights and rights to receive water held by the Association, whether such rights are evidenced by license, permit, claim, stock ownership, or otherwise. The Association shall maintain, repair, and operate any sewer lift stations located on the Property and shall comply with all of the terms and conditions of the Stormwater Plan. All responsibility for payment of fees related to the provision of utilities, and other similar fees, including, without limitation, impact fees, sewer treatment connection fees, sewer interceptor fees, water connection fees, pressure irrigation connection fees, and related inspections fees, shall belong to the Owner of each Building Lot at the time a building permit is acquired to commence construction on any Improvements on such Building Lot. In the event the Grantor or Association has paid any such fees, the Association or Grantor, whichever is applicable, shall be entitled to reimbursement of the same and such reimbursement shall be a Limited Assessment.

5.5.2.6 Insurance. Obtain insurance from reputable insurance companies authorized to do business in the State of Idaho, and maintain in effect any insurance policy the Board deems necessary or advisable, which policies must include, the following policies of insurance:

5.5.2.6.1 Fire insurance, including those risks embraced by coverage of the type known as the broad form "All Risk" or special extended coverage endorsement on a blanket agreed amount basis for the full insurable replacement value of all Improvements, equipment, and fixtures located within the Common Area.

5.5.2.6.2 Comprehensive public liability insurance insuring the Board, the Association, the Grantor, and the individual grantees and agents and employees of each of the foregoing, against any liability incident to the ownership and/or

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use of the Common Area. Limits of liability of such coverage shall be a minimum of the following:

Not less than One Million Dollars and No Cents (\$1,000,000.00) per person, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence, with respect to personal injury or death, and One Million Dollars and No Cents (\$1,000,000.00) per occurrence with respect to property damage.

5.5.2.6.3 Full coverage directors' and officers' liability insurance with a limit of at least Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00).

5.5.2.6.4 Such other insurance, including motor vehicle insurance and Workmen's Compensation Insurance, to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity, and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property.

5.5.2.7 Association as Trustee. The Association shall act as and be deemed trustee of the interests of all Owners in connection with any insurance proceeds paid to the Association under such policies, and have full power to receive such Owner's interests in such proceeds and to deal therewith.

5.5.2.8 Insurance Premiums as Regular Assessments. Charge as a common expense to be included in the Regular Assessments insurance premiums for any and all insurance coverage the Board deems necessary or advisable.

5.5.2.9 Rule Making. Make, establish, promulgate, amend, and repeal such Association Rules as the Board shall deem advisable.

5.5.2.10 Newsletter. If it so elects, prepare and distribute a newsletter on matters of general interest to Association Members, the cost of which shall be included in Regular Assessments.

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5.5.2.11 Architectural Committee. Appoint and remove members of the Architectural Committee, subject to the provisions of this Declaration.

5.5.2.12 Enforcement of Restrictions and Rules. Perform such other acts, whether or not expressly authorized by this Declaration, as may be reasonably advisable or necessary to enforce any of the provisions of the Declaration, or of the Articles or the Bylaws, including, without limitation, the recordation of any claim of lien with the County Recorder, as more fully provided herein.

5.5.2.13 Private Streets, Signs and Lights. Maintain, repair, or replace private streets (as noted on the Plat and including any cul-de-sac easements), street signs, and private streetlights located on the Property. This duty shall run with the land and cannot be waived by the Association unless the all required governmental entities consent to such waiver.

5.6 Personal Liability. No member of the Board, or member of any committee of the Association, or any officer of the Association, or the Grantor, or the manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on the account of any act, omission, error, or negligence of such person, the Association, the Board, the manager, if any, or any other representative or employee of the Association, the Grantor, or the Architectural Committee, or any other committee, or any Owner, or the Grantor, provided that such person, upon the basis of such information as may be possessed by such person, has acted in good faith without willful or intentional misconduct.

5.7 Loans. At the election of Grantor, all expenditures made by Grantor related to the organization and operation of the Association shall be deemed loans made on behalf of Grantor for the benefit of the Association ("Grantor Loans"); provided, however, Grantor shall not be obligated to make any Grantor Loans or otherwise have any of the obligations attributable to the Association under this Declaration or otherwise. All Grantor Loans shall be repaid to Grantor as part of the Expenses used to calculate the Regular Assessment for the next successive fiscal year after each such Grantor Loan is made or, at the option of the Board, at an earlier time pursuant to a Special Assessment. In the event that there is more than one Grantor Loan outstanding and not all outstanding Grantor Loans are paid back in full at the same time, then regardless of when Grantor Loans are made, they shall be paid back on a pro-rata basis.

5.8 Budgets and Financial Statements. Financial statements for the Association shall be prepared regularly and copies shall be distributed to each Member of the Association as follows:

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A pro forma operating statement or budget, for each fiscal year shall be distributed not less than sixty (60) days before the beginning of each fiscal year. The operating statement shall include a schedule of Assessments received and receivable, identified by the Building Lot number and the name of the person or entity assigned.

5.9 Meetings of Association. Each year the Association shall hold at least one (1) meeting of the Members, according to the schedule for such meetings established by the Bylaws. Only Members shall be entitled to attend Association meetings and all other persons may be excluded. Notice for all Association meetings shall be given pursuant to the Association's Bylaws.

#### ARTICLE VI: RIGHTS TO COMMON AREAS

6.1 Use of Common Area. Every Owner shall have a right to use, but not to control, all or any part of the Common Area, which right shall be appurtenant to and shall pass with the title to every Building Lot, subject to all of the following provisions:

6.1.1 The right of the Association holding or controlling such Common Area to levy and increase Assessments.

6.1.2 The right of the Association to suspend the use of, or interest in, the Common Area (but not including access to private streets, cul-de-sacs and walkways of the Property) by an Owner, except Grantor, for any period during which any Assessment or charge against such Owner's or such Owner's Building Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association Rules.

6.1.3 The right of the Association to prohibit the construction of structures or Improvements on all Common Areas.

6.1.4 The right of the Association to protect wildlife habitat.

6.1.5 The right of the Association and the Grantor to set aside and restrict access to, either temporarily or permanently, portions of the Common Area for the use of the Association, the Grantor, any individual Owner or any group of Owners, so long as such action does not materially impair the other Owner's use and enjoyment of the Common Area as a whole.

6.2 Designation of Common Area. Grantor shall specifically designate and reserve the Common Area in the Declaration, Supplemental Declarations, and/or recorded Plats. By accepting a deed to a Building Lot, each Owner agrees that such

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Owner is waiving all right to assert a common law dedication by Grantor or the Association of any Common Area.

6.3 Delegation of Right to Use. Any Owner may delegate, in accordance with the respective Bylaws and Association Rules, such Owner's right of enjoyment to the Common Area, to the members of such Owner's family in residence, and such Owner's tenants or contract purchasers who reside on such Owner's Building Lot. Only Grantor or the Association shall have the right to delegate the right of enjoyment to the Common Area to the general public, and such delegation to the general public shall be for a fee set by Grantor or the Association.

6.4 Damages. Each Owner shall be fully liable for any damage to any Common Area which may be sustained by reason of the negligence or willful misconduct of the Owner, such Owner's resident tenant or contract purchaser, or such Owner's family and guests, both minor and adult. In the case of joint ownership of a Building Lot, the liability of such Owners shall be joint and several. The cost of correcting such damage shall be a Limited Assessment against the Building Lot and may be collected as provided herein for the collection of other Assessments.

#### ARTICLE VII: ASSESSMENTS

7.1 Covenant to Pay Assessments. By acceptance of a deed to any property in the Subdivision, each Owner of such property hereby covenants and agrees to pay when due all Assessments or charges made by the Association, including all Regular, Special, and Limited Assessments and charges made against such Owner pursuant to the provisions of this Declaration or other applicable instrument. Notwithstanding any other provision of this Declaration, the Articles, Bylaws, or other document, the Grantor shall not be required to pay any Assessments.

7.1.1 Assessment Constitutes Lien. Such Assessments and charges, together with interest, costs, and reasonable attorney's fees which may be incurred in collecting the same, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment or charge is made.

7.1.2 Assessment is Personal Obligation. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property beginning with the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to such Owner's successors in title unless expressly assumed by them but shall remain such Owner's personal obligation regardless of whether he remains an Owner.

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7.2 Regular Assessments. All Owners are obligated to pay Regular Assessments to the treasurer of the Association on a schedule of payments established by the Board.

7.2.1 Purpose of Regular Assessments. The proceeds from Regular Assessments are to be used to repay all unpaid Grantor Loans and to pay for all costs and expenses incurred by the Association and that the Association expects to incur, including legal and attorneys' fees and other professional fees, for the conduct of its affairs, including without limitation the costs and expenses of construction, improvement, protection, maintenance, repair, management, and operation of the Common Areas, including all Improvements located on such areas owned and/or managed and maintained by such Association, and an amount allocated to an adequate reserve fund to be used for repairs, replacement, maintenance, and improvement of those elements of the Common Area, or other property of the Association that must be replaced and maintained on a regular basis (collectively "Expenses").

7.2.2 Computation of Regular Assessments. The Board shall compute the anticipated amount of its Expenses on an annual basis as set forth in this paragraph (the "Anticipated Expenses"). The Regular Assessment for a given fiscal year shall be based on the Anticipated Expenses. The Board shall compute the initial amount of Regular Assessments owed beginning the first day of the third month following the month in which the closing of the first sale of a Building Lot occurred in the Subdivision for the purposes of the Association's Regular Assessment ("Initiation Date"). Thereafter, the computation of Regular Assessments shall take place not less than thirty (30) or more than sixty (60) days before the beginning of each fiscal year of the Association, provided, however, in the event that for any reason the Board fails to make such a computation, the Owners shall not be relieved of the obligation to pay the Regular Assessments and until such computation is made, the Owners shall continue to pay an amount of Regular Assessments consistent with the previous fiscal year. The computation of the Regular Assessment for the period from the Initiation Date until the beginning of the next fiscal year shall be reduced by an amount, which fairly reflects the fact that such period was less than one (1) year.

7.2.3 Amounts Paid by Owners. The Board can require, in its discretion or as provided in the Articles or Bylaws, payment of Regular Assessments in monthly, quarterly, semi-annual, or annual installments. The Regular Assessment to be paid by any particular Owner, except Grantor, for any given fiscal year shall be computed as follows:

7.2.3.1 An initial assessment set up fee of \$250.00 shall be paid to the Association at the closing of the acquisition by any Owner, aside

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from the Grantor, of a Building Lot. This fee shall (i) be paid by the purchaser, (ii) only apply to the initial sale from Grantor to a non-Grantor Owner, (iii) be in addition to and not a credit towards the Regular Assessments owed by an Owner and (iv) be used to pay back Grantor Loans. On all subsequent transfers of Building Lots, at the closing of the acquisition, the purchaser shall pay to the Association a transfer fee of \$50.00.

7.2.3.2 As to the Association's Regular Assessment, initially, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by 1.5 and then multiplying that total by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots that are part of the Property at the time such calculation is made. Regular Assessments shall be calculated in this manner until such time as all Grantor Loans have been repaid in full and, thereafter, each Owner shall be assessed and shall pay an amount computed by multiplying the Association's total Anticipated Expenses by the fraction produced by dividing the Building Lots attributable to the Owner by the total number of Building Lots not owned by Grantor that are part of the Property at the time such calculation is made. As of the date of this Declaration the estimated initial amount of the regular assessment is \$240.00 per year, per Building Lot.

7.2.3.3 Notwithstanding anything in this Declaration to the contrary, Grantor is not obligated to pay any Regular, Special or Limited Assessment on any Building Lot that it owns.

### 7.3 Special Assessments.

7.3.1 Purpose and Procedure. In the event that the Board shall determine that its respective Regular Assessment for a given calendar year is or will be inadequate to meet the Expenses of the Association for any reason, including but not limited to costs of construction, reconstruction, unexpected repairs or replacement of capital improvements upon the Common Area, attorney's fees and/or litigation costs, other professional fees, or for any other reason, the Board shall determine the approximate amount necessary to defray such Expenses and levy a Special Assessment against the Owners and the Building Lots, pursuant to the terms of this Article VII and which shall be computed in the same manner as Regular Assessments. No Special Assessment shall be levied which exceeds twenty percent (20%) of the Anticipated Expenses of such Association for that fiscal year, without the vote or written assent of the Owners representing a majority of the votes of the Members of such Association.

The Board shall, in its discretion, determine the schedule under which such Special Assessment will be paid.

7.3.2 Consistent Basis of Assessment. Every Special Assessment levied by and for the Association shall be levied and paid upon the same basis as that prescribed for the levying and payment of Regular Assessments.

7.4 Limited Assessments. Notwithstanding the above provisions with respect to Regular and Special Assessments, the Board may levy a Limited Assessment against any individual Member or multiple members (i) as a remedy to reimburse the Association for costs incurred in bringing the Member and/or such Member's Building Lot or restricted Common Area into compliance with the provisions of this Declaration, the Articles, Bylaws, Association Rules and any other governing instruments of the Subdivision, (ii) to collect other amounts owed by an Owner to the Association, and (iii) otherwise reimburse the Association for expenses incurred as a result of such Member's acts and omissions.

7.5 Uniform Rate of Assessment. Unless otherwise specifically provided herein, Regular and Special Assessments shall be fixed at a uniform rate per Building Lot for all Members of the Association.

7.6 Assessment Period. Unless otherwise provided in this Declaration or otherwise determined by the Board, the Assessment period shall commence on January 1st of each year and terminate December 31st of such year. The first Assessment shall be pro-rated according to the number of months remaining in the fiscal year and shall be payable by the Owner of a Building Lot at the closing of the Owner's acquisition of such Building Lot.

7.7 Notice and Assessment Due Date. Ten (10) days' prior written notice of any change in the amount or due date of Regular and Special Assessments shall be sent to the Owner of every Building Lot subject thereto, and to any person in possession of such Building Lot. The due dates for the semi-annual payment of Regular Assessments and Special Assessments shall be the first day of January and the first day of July, unless some other due date is established by the Board. Each installment of the Regular Assessment or Special Assessment shall become delinquent if not paid within ten (10) days after the due date thereof. All Limited Assessments shall be delinquent if not paid within ten (10) days after notice of such Limited Assessment is provided to Owner. There shall accrue with each delinquent payment a late charge equal to ten percent (10%) of the delinquent charge and installment. In addition, each payment which is delinquent for more than twenty (20) days shall accrue interest at eighteen percent (18%) per annum calculated from the date of delinquency to and including the date full payment is received by the Association. The Association may bring an action against the delinquent Owner and may foreclose the lien against such Owner's Building Lot, or Building Lots if Owner

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owns more than one, as more fully provided herein. Each Owner is personally liable for Assessments, together with all interest, costs and attorney's fees, and no Owner may exempt themselves from such liability by a waiver of the use and enjoyment of the Common Areas, by lease or abandonment of such Owner's Building Lot, or by virtue of the fact that their voting and/or Common Area use rights have been restricted pursuant to the terms of this Declaration.

7.8 Estoppel Certificate. The Association, upon at least twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request, a statement in writing stating whether or not, to the knowledge of the Association, a particular Owner is in default under the provisions of this Declaration, and further stating the dates, within the preceding twelve (12) month period that any Assessments have been paid by the Owner. Any such certificate delivered pursuant to this Section 7.8 may be relied upon by any prospective purchaser or mortgagee of the Owner's Building Lot. Reliance on such certificate may not extend to any default of which the signor of such certificate had no actual knowledge.

#### ARTICLE VIII: ENFORCEMENT OF ASSESSMENT; LIENS

8.1 Right to Enforce. The Association has the right to collect and enforce its Assessments pursuant to the provisions hereof. Each Owner, upon becoming an Owner of a Building Lot, shall be deemed to covenant and agree to pay each and every Assessment provided for in this Declaration and agrees to the enforcement of all Assessments in the manner herein specified. In the event an attorney or attorneys are employed for the collection of any Assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, each Owner agrees to pay reasonable attorney's fees in addition to any other relief or remedy obtained against such Owner. The Board or its authorized representative may enforce the obligations of the Owners to pay such Assessments by any and all means available to it in law and in equity, including, without limitation, commencement and maintenance of a legal action, or exercise of the power of foreclosure and sale pursuant to Section 8.3 to enforce the liens created hereby. A suit to recover a money judgment for an unpaid Assessment shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

#### 8.2 Assessment Liens.

8.2.1 Creation. There is hereby created a claim of lien with power of sale on each and every Building Lot to secure payment of any and all Assessments levied against such Building Lot pursuant to this Declaration together with interest thereon at the maximum rate permitted by law and all costs of collection which may be paid or incurred by the Association making the Assessment in connection therewith, including reasonable attorney's fees. All

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sums assessed in accordance with the provisions of this Declaration shall constitute a lien on such respective Building Lot upon recordation of a claim of lien with the County Recorder. Such lien shall be prior and superior to all other liens or claims created subsequent to the recordation of the claim of lien except for tax liens for real property taxes on any Building Lot and assessments on any Building Lot in favor of any municipal or other governmental assessing body which, by law, would be superior thereto.

8.2.2 Claim of Lien. Upon default of any Owner in the payment of any Assessment issued hereunder, the Association may cause to be recorded in the office of the County Recorder a claim of lien. The claim of lien shall state the amount of such delinquent sums and other authorized charges (including the cost of recording such claim of lien), a sufficient description of the Building Lot(s) against which the same have been assessed, and the name of the record Owner thereof. Each delinquency shall constitute a separate basis for a claim of lien, but any number of defaults may be included within a single claim of lien. Upon payment to the Association of all delinquent sums and charges in any given claim of lien or other satisfaction thereof, the Association shall cause to be recorded a notice stating the satisfaction of such delinquent sums and charges. The Association may demand and receive the cost of preparing and recording such notice before recording the same.

8.3 Method of Foreclosure. Such lien may be foreclosed by appropriate action in court or by sale by the Association, its attorney or other person authorized to make the sale. Such sale shall be conducted in accordance with the provisions of the Idaho Code applicable to the exercise of powers of sale permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association, or any title company authorized to do business in Idaho, as trustee for the purpose of conducting such power of sale or foreclosure.

8.4 Required Notice. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose the lien created by recordation of claim of lien, whether judicially, by power of sale or otherwise, until the expiration of thirty (30) days after a copy of such claim of lien has been deposited in the United States mail, certified or registered, postage prepaid, to the Owner of the Building Lot(s) described in such claim of lien, and to the person in possession of such Building Lot(s) and a copy thereof is recorded by the Association in the office of the County Recorder.

8.5 Subordination to Certain Trust Deeds. The lien for the Assessments provided for herein in connection with a given Building Lot shall not be subordinate to the lien of any deed of trust or mortgage except the lien of a first deed of trust or first mortgage given and made in good faith and for value that is of record as an encumbrance against such Building Lot prior to the recordation of a claim of lien for the Assessments.

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Except as expressly provided in Section 8.6 with respect to a first mortgagee who acquires title to a Building Lot, the sale or transfer of any Building Lot shall not affect the Assessment lien provided for herein, nor the creation thereof by the recordation of a claim of lien, on account of the Assessments becoming due whether before, on, or after the date of such sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent Assessments as provided for in this Declaration.

8.6 Rights of Mortgagees. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat the rights of the beneficiary under any deed of trust, or a mortgagee under a mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after the foreclosure of any such deed of trust or mortgage such Building Lot shall remain subject to this Declaration as amended.

#### ARTICLE IX: INSPECTION OF ASSOCIATION'S BOOKS AND RECORDS

9.1 Member's Right of Inspection. The membership register, books of account and minutes of meetings of the Board and any committees of the Association shall be made available at the office of the Association or at such other place as the Board of such Association shall prescribe, for inspection and copying by any Member of the Association or by such Member's duly appointed representatives, upon reasonable notice, at any reasonable time and for a purpose reasonably related to such Member's interest as a Member. No Member or any other person shall copy the membership register for the purposes of solicitation of or direct mailing to any Member of the Association.

9.2 Rules Regarding Inspection of Books and Records. The Board shall establish reasonable rules with respect to:

9.2.1 Notice to be given to the custodians of the records by the persons desiring to make the inspection.

9.2.2 Hours and days of the week when such an inspection may be made.

9.2.3 Payment by the requesting Member of the cost of reproducing copies of documents requested pursuant to this Article IX.

9.3 Director's Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association, and the physical properties owned or controlled by the Association. The

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right of inspection by a director includes the right to make extracts and copies of documents at the Association's expense.

#### ARTICLE X: ARCHITECTURAL COMMITTEE

10.1 Creation. Within thirty (30) days of the date on which the Grantor first conveys a Building Lot to an Owner, Grantor shall appoint three (3) individuals to serve on an architectural control committee (the "Architectural Committee"). Each member of the Architectural Committee shall hold office until such time as such member has resigned or has been removed, or such member's successor has been appointed, as provided herein. A member of the Architectural Committee need not be an Owner or Member of the Association. Members of the Architectural Committee may be removed by the person or entity appointing them at any time without cause.

10.2 Rights of Appointment. After the initial appointment by Grantor as set forth in Section 10.1, the Board shall have the exclusive right, at any time, and from time to time, to appoint and remove all members of the Architectural Committee. If a vacancy on the Architectural Committee occurs and a permanent replacement has not yet been appointed, the Board may appoint a member to serve for a specified temporary period not to exceed one (1) year.

10.3 Review of Proposed Construction. The Architectural Committee shall consider and act upon any and all proposals or plans and specifications submitted for its approval pursuant to this Declaration, and perform such other duties as from time to time shall be assigned to it by the Board, including, without limitation, the inspection of construction in progress to assure its conformance with plans and specifications approved by the Architectural Committee. The Board shall have the power to determine, by rule or other written designation consistent with this Declaration, which types of Improvements shall be submitted for Architectural Committee review and approval. The Architectural Committee shall have the power to hire an architect, licensed with the State of Idaho, to assist the Architectural Committee in its review of proposals or plans and specifications submitted to the Architectural Committee. The Architectural Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions or other Improvements contemplated thereby in the locations indicated will not be detrimental to the habitat of the Common Areas, or appearance of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association.

10.3.1 Conditions on Approval. The Architectural Committee may condition its approval of proposals or plans and specifications upon such changes thereto as it deems appropriate, and/or upon the agreement of the Owner to reimburse the Association for the cost of maintenance, and may require

submission of additional plans and specifications or other information before approving or disapproving material submitted.

10.3.2 Architectural Committee Rules and Fees. The Architectural Committee also may establish rules and/or guidelines setting forth procedures for and the required content of the applications and other documentation submitted for approval. Such rules may require a fee to accompany each application for approvals or additional factors which it will take into consideration in reviewing submissions. The Architectural Committee shall determine the amount of such fee in a reasonable manner. Such fees shall be used to defray the costs and expenses of the Architectural Committee, including the cost and expense of hiring an architect licensed by the State of Idaho, as provided above, or for such other purposes as established by the Board, and such fee shall be refundable to the extent not expended for the purposes herein stated. If plans submitted are the same or substantially similar to plans previously approved by the Architectural Committee, at the discretion of the Architectural Committee, fees may be reduced for such application approvals.

Such rules and guidelines may establish, without limitation, specific rules and regulations regarding design and style elements, landscaping, and fences and other structures such as animal enclosures as well as special architectural guidelines applicable to Building Lots located adjacent to public open space, private open space or other Common Area.

10.3.3 Detailed Plans. The Architectural Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings, and descriptions or samples of exterior material and colors. Until receipt of such details, the Architectural Committee may postpone review of any plan submitted for approval.

10.3.4 Architectural Committee Decisions. Decisions of the Architectural Committee and the reasons therefore shall be transmitted by the Architectural Committee to the Applicant at the address set forth in the application for approval within forty-five (45) days after filing all materials required by the Architectural Committee. Any materials submitted pursuant to this Article X shall be deemed approved unless written disapproval by the Architectural Committee shall have been mailed to the Applicant within forty-five (45) days after the date of filing said materials with the Architectural Committee.

10.4 Meetings of the Architectural Committee. The Architectural Committee shall meet from time to time as necessary to perform its duties hereunder. The Architectural Committee may from time to time by resolution unanimously adopted in

writing, designate an Architectural Committee representative (who may, but need not be, one of its members) to take any action or perform any duties for and on behalf of the Architectural Committee, except the granting of variances pursuant to Section 10.9. In the absence of such designation, the vote of any two (2) members of the Architectural Committee, or the written consent of any two (2) members of the Architectural Committee taken without a meeting, shall constitute an act of the Architectural Committee.

10.5 No Waiver of Future Approvals. The approval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent. Similarly, the disapproval of the Architectural Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval or consent of the Architectural Committee, shall not be deemed to constitute a waiver of any right to grant approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

10.6 Compensation of Members. The members of the Architectural Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder and except as otherwise agreed by the Board.

10.7 Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

10.7.1 Upon the completion of any work for which approved plans are required under this Declaration, the Owner shall give written notice of completion to the Architectural Committee.

10.7.2 Within sixty (60) days thereafter, the Architectural Committee or its duly authorized representative may inspect such Improvement. If the Architectural Committee finds that such work was not done in substantial compliance with the plans, specifications and other documents submitted to and approved by the Architectural Committee, it shall notify the Owner in writing of such noncompliance within such sixty (60) day period, specifying the particular noncompliance issues and the Owner shall be required to remedy the same.

10.7.3 If upon the expiration of thirty (30) days from the date of such notification, or any longer time the Architectural Committee determines to be

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reasonable, the Owner shall have failed to remedy such noncompliance, the Architectural Committee shall notify the Board in writing of such failure. Upon receipt of such notice, the Board shall call a Special Meeting, as provided in the Bylaws, at which it shall authorize the Architectural Committee members and the applicable Owner to be heard. Based on such special meeting, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of the announcement of the Board ruling unless the Board specifies a longer time as reasonable. If the Owner does not comply with Board ruling within such period, the Board, at its option, may either remove the non-complying improvement or remedy the noncompliance, and the Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a Limited Assessment against such Owner for reimbursement pursuant to this Declaration.

10.7.4 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance with sixty (60) days after receipt of the written notice of completion from the Owner, the work shall be deemed to be in accordance with the approved plans.

10.8 Non-Liability of Architectural Committee Members. Neither the Architectural Committee nor any member thereof, nor any duly authorized Architectural Committee representative, shall be liable to the Association, any Owner, Grantor, or any other individual or entity, for any loss, damage, or injury arising out of or in any way connected with the performance of the Architectural Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Architectural Committee. The Architectural Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and to the Property generally. The Architectural Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes, laws or regulations.

10.9 Variances. With respect to the approval and construction of Improvements, the Architectural Committee may authorize variances from provisions of this Declaration and any other rules and guidelines created by the Architectural Committee, including restrictions upon height, size, floor area, or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions,

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hardship, aesthetic, or environmental considerations may require. However, no variances will be granted allowing for construction of structures or Improvements by Owners in the Common Areas. All authorized variances must be evidenced in writing and must be signed by at least two (2) members of the Architectural Committee. If such variances are granted, no violation of the covenants, conditions or restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Building Lot and particular provision hereof covered by the variance, nor shall it affect any way the Owners obligation to comply with all governmental laws and regulations affecting such Owners use of the Building Lot, including but not limited to zoning ordinances or requirements imposed by any governmental or municipal authority.

#### ARTICLE XI: ANNEXATION OF ADDITIONAL PROPERTIES

11.1 By Grantor. Should Grantor own any property that is contiguous to the Property and, in Grantor's sole discretion, Grantor deems it desirable to annex some or all of such properties into the Subdivision (an "Annexed Tract"), such property may be annexed into the Subdivision and brought within the provisions of this Declaration as provided herein by Grantor at any time, and from time to time, without the approval of any Owner or the Association. The use and development of an Annexed Tract shall conform to all applicable land use regulations as such regulations are modified by variances.

11.2 Rights and Obligations of Owners of an Annexed Tract. Subject to the provisions hereof, upon the recording of a Supplemental Declaration as to any Annexed Tract, all provisions contained in the Declaration shall apply to the Annexed Tract in the same manner as if it were originally covered by this Declaration, subject to such modifications, changes and deletions as are specifically provided in such Supplemental Declaration, such Annexed Tract shall be treated for all purposes as part of the Property as defined above. Without limiting the generality of the immediately preceding sentence, if an Annexed Tract becomes part of the Property, all Building Lots in the Annexed Tract shall be included for the purposes of the calculation set forth in Section 5.3.2 of this Declaration and such calculation shall be redone based on the inclusion of such Building Lots and Class B membership reinstated based on such recalculation. The Owners of lots located any Annexed Tract shall become members of the Association and shall become liable for their appropriate share of Assessments. Title to the Common Areas which are to be owned and managed by the Association within any Annexed Tract shall be conveyed to the Association, free and clear of any and all encumbrances and liens, subject to reservations, easements, covenants, conditions and restrictions then of record including those set forth in this Declaration or any Supplemental Declaration applicable to such Annexed Tracts.

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11.3 Method of Annexation. The addition of an Annexed Tract to the Property authorized under sections 11.1 and 11.2 shall be made by filing of record a Supplemental Declaration or other similar instrument with respect to the Annexed Tract, which shall be executed by Grantor or the owner of the Annexed Tract, and which shall cause the annexation of the Annexed Tract into the Subdivision. Thereupon each Annexed Tract shall be part of the Property, shall be subject to this Declaration and encompassed within the general plan and scheme hereof as modified by such Supplemental Declaration, and shall be subject to the functions, powers, and jurisdiction of the Association, or, at the election of the Grantor, of a new Association established for the area encompassing the Annexed Tract. Such Supplemental Declaration or other appropriate document may contain such additions, modifications or deletions as may be deemed by Grantor or the owner of the Annexed Tract desirable to reflect the different character, if any, of the Annexed Tract, or as Grantor or such owner may deem appropriate in the development of the Annexed Tract. If any Annexed Tract is created, the Association shall have the authority to levy Assessments against the Owners located within such Annexed Tract, and the Association shall have the duty to maintain additional Common Area located within the Annexed Tract if so specified in any Supplemental Declaration.

11.4 De-annexation. Grantor may delete all or a portion of the Property, including, without limitation, previously Annexed Tracts, from the Property and from coverage of this Declaration and the jurisdiction of the Association so long as Grantor is the owner of all such de-annexed Property and provided that a Supplemental Declaration of Deletion of Property is recorded in the office of the County Recorder. Members other than Grantor as described above shall not be entitled to de-annex all or any portion of the Property.

## ARTICLE XII: EASEMENTS

12.1 Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Building Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Building Lots due to the unwillful placement or settling or shifting of the sidewalks and driveways constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. Easements of encroachment shall be valid only so long as they exist, and the rights and obligations of Owners shall not be altered in any way because of encroachments, settling or shifting of the Improvements; provided, however, that in no event shall a valid easement for encroachment occur due to the willful act or acts of an Owner. In the event a structure on any Building Lot is partially or totally destroyed, and then repaired or rebuilt, the owners of each Building Lot agree that minor encroachments over adjoining Building Lots that existed prior to the encroachment may be reconstructed pursuant to the easement granted by this Section 12.1

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12.2 Easements of Access. All Owners of Building Lots will have a perpetual easement for access, ingress and egress over the Common Area, including but not limited to the private streets, cul-de-sacs and walkways; provided, however, this shall not be a limitation of the Association's right to restrict or suspend use of other portions of the Common Area pursuant to the terms of this Declaration. These easements shall run with the land. Such easements may be used by Grantor, and by all Owners, their guests, tenants and invitees, residing on or temporarily visiting the property, for pedestrian walkways, vehicular access and such other purposes reasonably necessary for the use and enjoyment of a Building Lot or Common Area.

12.3 Drainage and Utility Easements. Grantor expressly reserves for the benefit of all the Property reciprocal easements of access, ingress and egress for all Owners to and from their respective Building Lots for installation and repair of utility services, for drainage of water over, across and upon adjacent Building Lots, and Common Areas, resulting from the normal use of adjoining Building Lots or Common Areas, and for necessary maintenance and repair for any Improvement including, without limitation, fencing, retaining walls, lighting facilities, mailboxes and sidewalk abutments, trees, and landscaping. Notwithstanding anything expressly or impliedly contained herein to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Grantor for the installation and maintenance of utilities and drainage facilities that are required for the development of the Property. In addition, Grantor hereby reserves for the benefit of the Association the right to grant additional easements and rights-of-way over any portion of the Property until close of escrow for the sale of the last Building Lot in the property to a purchaser. The Owners are hereby restricted and enjoined from constructing any Improvements upon any drainage or utility easement areas as shown on the Plat of the Subdivision or otherwise designated in any recorded document which would interfere with or prevent the easement from being used for such purpose; provided, however, that the Owner and the Grantor, Association or designated entity with regard to the landscaping easement described in this Article XII, shall be entitled to install and maintain landscaping on such easement areas, and also shall be entitled to build and maintain fencing on such easement areas subject to approval by the Architectural Committee, so long as the same would not interfere with or prevent the easement areas from being used for their intended purposes; provided, that any damage sustained to Improvements on the easement areas as a result of legitimate use of the easement areas shall be the sole and exclusive obligation of the Owner whose Improvements were so damaged.

12.4 Rights and Duties Concerning Utility Easements. The rights and duties of the Owners with respect to utilities shall be governed by the following:

12.4.1 Wherever utility house connections are installed within the Property, which connections or any portions thereof lie in or upon Building Lots owned by an Owner other than the Owner of the Building Lot served by the

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connections, the Owner of the Building Lot served by the connections shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon any Building Lot or to have their agent enter upon any Building Lot within the Property in or upon which said connections or any portion thereof lie, to repair, replace and generally maintain the connections as and when it may be necessary.

12.4.2 Whenever utility house connections are installed within the Property, which connections serve more than one Building Lot, the Owner of each Building Lot served by the connections shall be entitled to full use and enjoyment of such portions of said connections as service to such Owner's Building Lot.

12.5 Driveway Easements. Whenever a driveway is installed within the Property that in whole or in part lies upon a Building Lot owned by an Owner other than the Owner of the Building Lot served, or a driveway is installed to serve more than one Building Lot, the Owner of each Building Lot served or to be served by such driveway shall be entitled to full use and enjoyment of the Building Lot upon which the driveway is installed as is required to service such Owner's Building Lot or to repair, replace, or maintain such driveway.

12.6 Disputes as to Sharing of Costs. In the event of a dispute between Owners with respect to the repair or rebuilding of utility connections or driveways, or with respect to the sharing of the cost therefore, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board which shall decide the dispute and, if appropriate, make an appropriate Assessment against any or all of the Owners involved, which Assessment shall be collected and enforced in the manner provided by this Declaration for Limited Assessments.

12.7 General Easement for Corrective Action. An easement is hereby reserved to the Association, its contractors and agents, to enter those portions of Building Lots, for the purpose of performing any and all corrective and other action that it is entitled to take pursuant to the terms of this Declaration and any rules or regulations adopted by the Board or the Architectural Committee.

12.8 Overhang Easement. There shall be an exclusive easement appurtenant to each Building Lot over the Common Areas for overhanging eaves, and for any projections from the buildings, which projections shall not extend beyond the save line and shall be consistent with all building codes and all Architectural Committee approval requirements.

12.9 Maintenance and Use Easement Between Walls and Lot Lines. Whenever the wall of a structure, or a fence or retaining wall legitimately constructed on a Building Lot under plans and specifications approved by the Architectural Committee is located

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within five (5) feet of the lot line of such Building Lot, the Owner of such Building Lot is hereby granted an easement over and on the adjoining Building Lot (not to exceed five (5) feet from the Building Lot line) for purposes of maintaining and repairing such wall or fence and eaves or other overhangs, and the Owner of such adjoining Building Lot is hereby granted an easement for landscaping purposes over and on the area lying between the lot line and such structure or fence so long as such use does not cause damage to the structure or fence.

12.10 Waterway Easements. Grantor hereby reserves for the benefit of the Association an easement for all Waterways and related pipes, pumps and other equipment over, across and under all Building Lots and Common Areas, to the extent reasonably required to maintain any water system installed by Grantor or the Association on the Property or pursuant to plans and specifications approved by the Architectural Committee. Any relocation of the water lines installed as a part of such system shall not be undertaken in any way which interrupts the flow of water through the system or damages the system in any other fashion. Grantor reserves the right for Grantor and for the Association, to make any reconfiguration of any Waterway which it determines, in its own discretion, to be necessary, expedient or desirable, provided, however, that nothing herein shall reserve unto Grantor the right to take any action which would disturb, encroach upon, or endanger the foundation of any building, nor shall Grantor take any action which would materially alter any Waterway's proximity to improved property abutting such Waterways.

12.11 Specific Landscape Easement. Grantor hereby reserves for the benefit of the Association a perpetual Landscape Easement. Such easement shall allow the Association to install and maintain the berms, retaining walls, fences, and landscaping within the area defined as the Landscape Easement.

12.12 Specific Easements Designated in Plat. Notwithstanding any provisions heretofore, the Grantor reserves, for the benefit of the Association, the specific easements for utility, drainage, irrigation and access as set forth on the recorded Plat for the Subdivision.

### ARTICLE XIII: MISCELLANEOUS

13.1 Term. The easements created hereunder shall be perpetual, subject only to extinguishment by the holders of such easements as provided by law. The covenants, conditions, restrictions, and equitable servitudes of this Declaration shall run until December 31, 2023, unless amended as herein provided. After such date, such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by Members holding at least three-fourths (3/4) of the voting power of the Association and such written instrument is recorded with the County Recorder. If the

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consent of any governmental entity is required prior to dissolution of the Association, then the Association may not dissolve without first obtaining such consent.

### 13.2 Amendment.

13.2.1 By Grantor. Until the recordation of the first deed conveying a Building Lot to a party other than Grantor, the provisions of this Declaration may be amended, modified, clarified, supplemented, added to (collectively, "amendment") or terminated by Grantor by recordation of a written instrument setting forth such amendment or termination, provided, however, the effect of such amendment shall be subject to the limitation set forth in Section 13.3. Any amendment affecting a particular Annexed Tract may be made by Grantor by an amendment to this Declaration at any time up to the recordation of the first deed conveying a Building Lot in such Annexed Tract to a party other than Grantor or the owner of such Annexed Tract.

13.2.2 By Owners. Except where a greater percentage is expressly required in this Declaration, the provisions of this Declaration, other than this Article XIII, may be amended only by the vote or written consent of Owners representing more than fifty percent (50%) of the votes in the Association. Any such amendment must be by an instrument in writing signed and acknowledged by the president and secretary of the Association certifying and attesting that such amendment has been approved as set forth above and such amendment shall be effective upon its recordation with the County Recorder. Any amendment to this Article XIII shall require the vote or written consent of Members holding ninety-five percent (95%) of the voting power of the Association and must meet the requirements in the immediately preceding sentence to be effective.

13.2.3 Effect of Amendment. Any amendment of this Declaration approved in the manner specified above shall be binding on and effective as to all Owners and their respective properties notwithstanding that such Owners may not have voted for or consented to such amendment. Such amendments may add to and increase the covenants, conditions, restrictions, and easements applicable to the Property but shall not prohibit or unreasonably interfere with the allowed uses of such Owner's Building Lot that existed prior to the said amendment.

13.3 Mortgage Protection. Notwithstanding any other provision of this Declaration, no amendment of this Declaration shall operate to defeat or render invalid the rights of the beneficiary under any first deed of trust, or the mortgagee on a first mortgage, upon a Building Lot made in good faith and for value, and recorded prior to the recordation of such amendment, provided that after foreclosure of any such first deed of trust or mortgage, such Building Lots shall remain subject to this Declaration, as amended.

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13.4 Notices. Except as otherwise specifically set forth in this Declaration or in the Bylaws, any notices permitted or required to be delivered as provided in this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered seventy-two (72) hours after the same has been deposited in the United States mail, postage prepaid, addressed to such person at the address appearing on the Association's records. Such address may be changed from time to time by notice in writing to the Association's registered agent and to the Association's Secretary, as provided in this Section 13.4.

13.5 Enforcement and Non-Waiver.

13.5.1 Right of Enforcement. Except as otherwise provided herein; any Owner of any Building Lot shall have the right to enforce any or all of the provisions of this Declaration.

13.5.2 Violations and Nuisances. The failure of any Owner to comply with any provision hereof, or with any provision of the Articles or Bylaws of any Association, is hereby declared a nuisance and will give rise to a cause of action by the Grantor, the Association or any Owner within the Property for recovery of damages or for negative or affirmative injunctive relief or both. However, notwithstanding all other provisions in the Declaration to the contrary, only Grantor, the Association, the Board, or a duly authorized agent of any of them, may enforce by self-help any of the provisions hereof and only if such self-help is preceded by notice to the Owner pursuant to the terms of this Declaration, and if notice is not addressed in a particular case, reasonable notice.

13.5.3 Violation of Law. Any violation of any state, municipal, or local law, ordinance, or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures set forth in this Declaration and any or all enforcement procedures in law and equity.

13.5.4 Remedies Cumulative. Each remedy provided in this Declaration is cumulative and not exclusive.

13.5.5 Non-Waiver. The failure to enforce any of the provisions of the Declaration at any time shall not constitute a waiver of the right to enforce any such provision.

13.6 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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operation of the Property. This Declaration shall be construed and governed under the laws of the State of Idaho.

13.6.1 Restrictions Construed Together. All of the provisions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the development of the Property as set forth in the recitals of this Declaration.

13.6.2 Restrictions Severable. Notwithstanding the provisions of the foregoing paragraph 13.6.1, each of the provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision of the Declaration.

13.6.3 Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural singular, and the masculine, feminine, or neuter shall each include the masculine, feminine, and neuter.

13.6.4 Captions. All captions and titles used in this Declaration are intended solely for convenience or reference and shall not affect that which is set forth in any of the provisions hereof.

13.7 Successors and Assigns. Except with respect to the terms of Section 3.14 of this Declaration providing specific requirements for ARCHITECTURAL assignment of the Grantor's rights, all references herein to Grantor, Owners, any Association, or person shall be construed to include all successors, assigns, partners, and authorized agents of such Grantor, Owners, Association, or person.

13.8 Mediation. Prior to the commencement of any legal or equitable proceedings with respect to the terms and provisions of this Declaration, the Articles, Bylaws or any decision by the Architectural Committee, the parties involved in the dispute are required to participate in a mediation to attempt resolution of the disputed matter, provided, however, this right to mediation shall not apply to disputes related to any Assessments. Unless the parties mutually agree otherwise, the mediation shall be non-binding, shall be held County, Idaho, and shall be performed in accordance with the then existing Idaho rule of civil procedure governing mediation (currently I.R.C.P. 16(k)). If Grantor is a party to the dispute, regardless of the identity of the opposing party, Grantor shall be entitled to payment by the opposing party of Grantor's fees and costs incurred prior to and as part of the required mediation. If the Association is a party to the dispute, so long as Grantor is not the opposing party (in which case the immediately preceding sentence shall apply), the Association shall be entitled to payment by the opposing party of the

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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Association's fees and costs incurred prior to and as part of the required mediation. After unsuccessful, good faith, efforts to resolve claims and disputes by mediation, the parties shall have all rights and remedies otherwise available to them in law or equity.

[Signature Page Follows]

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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IN WITNESS WHEREOF, the Declarant has executed this Declaration effective as of the date first set forth above.

company DAS Investments, LLC, an Idaho limited liability

*[Handwritten signature]*

By: Timothy W. Eck  
Its: Manager

ACKNOWLEDGEMENT

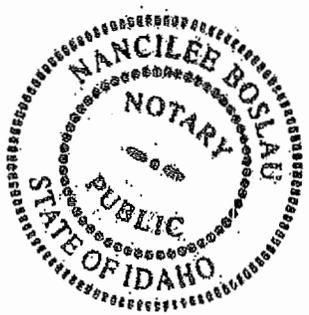
State of Idaho )  
County of *Ada* )ss.

On this the 21 day of May, 2013, before me, the undersigned Notary Public in and for said state, personally appeared Timothy W. Eck, known by me to be a Manager of DAS Investments, LLC, an Idaho limited liability company, whose name is subscribed to the within and foregoing instrument and he acknowledged to me that he executed the same on its behalf.

*[Handwritten signature]*

Notary Public  
Residing At:  
My Commission Expires:

Residing in Meridian, Idaho  
My Commission expires: 11-12-2016



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Exhibit A

## The Property

Lots 1, 2, 3, 4, 5, and 6 in Block 1, Lot 1 in Block 2, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Block 3, Lots 1, 2, 3, 4, 5, and 6 of Block 4, Lots 1, 2, 3, and 4 in Block 5 and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 in Block 6 all of Deserthawk Subdivision No.1, according to the official plat thereof, filed in Book 105 of Plats at Page(s) 14334-14338, records of Ada County, Idaho.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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Exhibit B

Storm water Facility Operation and Maintenance Plan Outline

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR DESERTHAWK  
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EXHIBIT "B"

# DESERTHAWK SUBDIVISION

Ada County, Idaho

## RECOMMENDED MINIMUM STORMWATER SYSTEM OPERATIONS & MAINTENANCE (O&M) PROCEDURES

Prepared For:  
DAS Investments  
Tim Eck  
6152 W Half Moon Ln  
Eagle, ID 83616

Prepared By:



ENGINEERS

SURVEYORS

PLANNERS

2040 S Eagle Road  
Meridian, Idaho 83642

Date:

April 10, 2013

# Deserthawk Subdivision O&M Procedures

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<b>Safety Information</b>		<b>..1</b>
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<b>III.</b>	<b>Storm Water System Maintenance.....</b>	<b>5</b>
<b>IV.</b>	<b>Recommended Spill Response Procedures .....</b>	<b>7</b>
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**Tab 1: Attachments - Operation & Maintenance Guide**

- Inspection Cover Sheet
- Maintenance Report Form
- OM-1 Minimizing Directly Connected Impervious Areas
- OM-2 Infiltration
- OM-7 Oil/Water Separators
- OM-9 Catch Basins
- OM-10 Pipes

**Tab 2: 11"x17" Applicable Construction Plans**

**Tab 3: 11"x17" Copy of Final Plat**

## Recommended Minimum Storm Water System Operation & Maintenance (O&M) Procedures

# Deserthawk Subdivision - City of Kuna, ID

*-The Operation and Maintenance Manual must remain on site at all times-*

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### Safety Information:

It is the sole responsibility of the inspector to perform inspections in a safe manner. If the inspector feels that in any way he or she does not have the required knowledge, mental and/or physical ability to perform inspections of the storm water facilities he or she shall not proceed with the inspection(s) or other O&M duties. The inspection duties shall be delegated to an individual/inspector that has the training and skills to safely perform the minimum duties outlined herein.

The inspector shall have the proper safety equipment (heavy duty gloves, boots, first aid kit, for example) and training before conducting any inspections. If the storm water system inspection reveals a safety problem, then the inspector may have to modify the site activities to reduce or eliminate the safety risk. The following is a list of the minimum safety precautions an inspector should be aware of when conducting storm water system inspections.

- Never enter a confined space unless you have proper Occupational Health and Safety Administration (OSHA) training. Do not enter any confined space until the atmosphere has been checked and proper safety equipment is worn and/or erected.
- Avoid entering pipes or conduits without another individual present. If the structural strength of a pipe or conduit is questionable, you should not enter the pipe or conduit at all.
- Check the ventilation in the storm water system before using any type of ignitable materials. Some storm water systems may be sealed and have poor ventilation, posing a safety risk to the inspector if the vapor comes in contact with an open flame.
- Wear gloves if any mechanical parts or structural components are going to be handled. Wearing gloves not only reduces the risk of getting cuts and abrasions, but also reduces the exposure of pollutants to the skin.
- Lift manhole covers or other structural covers (trash racks, access covers, etc.) carefully. These items can be very heavy and can be slippery if wet. Also, learn the correct way to lift heavy items to avoid back injury.
- Check the water depth of the system before you take a step in the water. The water may be deeper than you think or there may be steep slopes below the water line.

- Check for poison ivy, poison oak, or other poisonous plants when inspecting ponds or other large storm water systems. Inform the individual who will perform maintenance on the system that these plants are present.

## **I. Overview**

This document outlines the minimum operation and maintenance procedures for the storm water conveyance and storm water mitigation facilities serving the Deserthawk Subdivision. The Deserthawk Subdivision project is comprised of 126-lots on ±29 acres to be constructed in phases. The site is located south of W. Sunbeam St. and west of Ten Mile Road. The operation and maintenance procedures have been prepared to meet the standard of practice and guidelines outlined by ACHD and the Idaho Department of Environmental Quality.

The purpose of the operation and maintenance procedures, "O&M Manual", is to provide the minimum operation and maintenance procedures for the storm water conveyance and storm water mitigation facilities.

On-site storm water improvements for the Deserthawk Subdivision consist of roadway drainage gutters, catch basins/manholes, storm water conveyance pipelines, sand grease traps and two infiltration ponds. Storm drainage runoff will be collected and conveyed to the sand grease traps for pretreatment prior to discharge to the infiltration ponds.

The site's storm water, once collected and pretreated, will be conveyed to one of two storm water management ponds for release by infiltration into underlying soils. Both storm water management ponds are located adjacent to W. Sunbeam Street. Refer to the attached maps for actual pond locations.

The primary purpose of the Deserthawk Subdivision's storm water system is to provide safe and environmentally sound management and disposal of surface water drainage. Any additions and/or alterations to the storm water management facilities, such as park benches, playground equipment, or additional landscaping, should be considered temporary and may be removed when heavy maintenance of the facility is required. Replacement and/or repair of these items will be the responsibility of the Deserthawk Homeowners Association.

## **II. Duties and Responsibilities**

Heavy maintenance shall be performed by ACHD and is generally defined as periodically inspecting both the storm water collection/conveyance system within ACHD's Right-of-Way and the disposal facility to ensure they are functioning properly. ACHD shall perform the cleaning of the facility piping and cleaning of structures of sediment build up and shall perform any major maintenance work required within the disposal facility.

Light maintenance shall be performed by the HOA and is generally defined as the periodic inspections of the drainage ponds in addition to lawn care, irrigation of landscaping including storm water pond, trash clean up and bank stability. HOA shall notify ACHD of any required heavy maintenance. HOA duties and responsibilities generally include:

- **LAWN CARE:** If the ponds are grassed, fertilizer shall be applied at a rate and interval to keep the grass healthy. Also weekly mowing and grass clipping removal shall be performed to maintain a healthy appearance and working drainage facility.
- **IRRIGATION:** If the ponds are grassed, water shall be applied to the grass at a rate that will keep the grass healthy and not interfere with the proper operation of the storm water retention pond. Over irrigating must be avoided as this will cause standing water within the pond and deterioration of the ponds performance.
- **TRASH CLEANUP:** During the periodic inspections, any trash found within the boundary of the pond lots shall be collected and disposed of.
- **BANK STABILITY:** During the periodic inspections, the banks of the ponds shall be checked for any erosion from water entering the ponds from adjacent lots. If these problems are found, the Homeowner's Association shall notify ACHD.
- **SAND WINDOW:** If the pond bottoms have a sand layer/sand window – sand areas shall be kept free of vegetation and equipment and/or structures. Any buildup of sediment or debris shall be removed and any sand removed during cleaned up shall be replaced with like and kind.
- **SYSTEM COMPONENT INSPECTIONS:** During periodic inspections of the storm water system components as describe in Section III, if conditions are found where heavy maintenance is required ACHD shall be notified.
- **SOURCE CONTROLS BMP'S:** Best Management Practices (BMPs), also known as source controls, will serve to manage pollutants and minimize the contaminants within the storm water runoff. Ensuring these source controls are followed is the responsibility of the Deserthawk Subdivision Homeowners Association. The BMPs include the following:
  1. Lawn chemicals, such as fertilizers and pesticides, should be used in accordance with manufacture's recommendation and should be used only when less toxic means to control insects or weeds are not effective.
  2. Dirt, grass, and other materials should be kept out of the street so they do not wash into a storm drain when it rains.

3. Leaves and other yard debris should be kept out of the street to avoid clogging storm drains.
4. Homeowners will be responsible for the proper handling and disposal of home and maintenance products so that these products will not enter the storm drain system.

### III. Storm Water System Maintenance

ACHD and the HOA shall use the following information in performing their duties.

#### A. General Site Maintenance

1. Recommend sweeping paved areas, and cleaning the landscaped areas as debris accumulates.

#### B. Inlets [every 6 months & after all large storm events]

1. Check each grate, sump, and inlet to assure that it is clean of all debris and that the grate is properly attached.
  - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
  - Check for any sign of oil or grease and clean as required.

#### C. Manholes [every 6 months & after all large storm events]:

1. Check each manhole, both with and without a perforated lid, to assure that it is clean of all debris and that the grate or lid is properly attached.
  - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
  - Check for any sign of oil or grease and clean as required.

#### D. Pipes [every 6 months and after all large storm events]:

1. If during the inspection of the inlets a significant amount of debris is observed and removed, the pipes should be lapped to check for debris deposited inside.
  - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.

- Check for any sign of oil or grease and clean as required.
- Keep grass clear of the end pipe and riprap.

E. Sediment Boxes/Sand & Grease Traps [every 3 months & after large storm events]:

1. Check each sediment box to assure that it is clean of all oil and debris and that the lids are properly attached. If a significant amount of debris is observed and removed, the inlet and outlet pipes should be lapped to check for debris deposited inside.
  - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
  - Check for any sign of oil or grease and clean as required.

F. Basin Area/Pond [monthly between March and November and after all large storm events]:

1. Check for sediment and debris
  - Clean all debris and dispose of in accordance with the most current laws governing the particular debris encountered.
  - Check for any sign of oil or grease.
2. Mowing and Trimming
  - Care should be taken to prevent the basin area from becoming overgrown with weeds and prairie grasses. Mow the basin area as required to prevent overgrowth and remove all weed and grass trimmings.
3. Basin Damage
  - The basin should be inspected for damage after all large storm events. Look for sloughing banks, scoured areas, sink holes, etc. If the basin is found to be damaged, immediately report any damage to the ACHD.

G Basin Inlets and Sand Window, if applicable, [every 6 months and after all large storm events]:

1. If applicable, check Sand Window for Poor Percolation
  - With good routine maintenance of pipes, inlets, sediment boxes and manholes, the sand window/ bed will perform well for many years. However, if the pond is draining very

slowly, the sand window may need to be repaired, replaced or cleaned. To repair the damage to the sand window, carefully remove a the top six inches (minimum) of sand, taking care not to crush the perforated drain pipes disturb bottom or sides of the basin. If any pipe is crushed or collapsed, replace the section of damaged pipe with a new section of pipe of the same type and material. If any filter fabric is torn, remove the torn portion of the fabric and sew a new section of filter fabric over the removed section. Replace the sand with an ASTM C-33 filter sand or equivalent. Dispose of the used filter sand in accordance with the most current laws governing waste disposal.

## 2. Check Riprap Pads and Banks for Erosion

- If erosion is found, and is not severe, geotextile and riprap may be added to prevent further erosion. If the erosion is severe, then replace the eroded section of material with 8" minus uncrushed aggregate and add a new section of geotextile fabric under additional riprap of the same type and size currently in place to prevent further erosion.

## IV. Recommended Spill Response Procedures

The maintenance entity and/or the contractor they employ to maintain the storm water systems will implement a Spill Response.

### 1. Emergency Spill Response Procedures:

- a. Prompt response to a spill is the best means of minimizing any impact to the environment and in particular, preventing a discharge reaching the groundwater table or surface waters. In the event of a harmful product spill, the Homeowners Association or maintenance personnel will notify the entity maintaining the storm water systems.
- b. Upon notification of a harmful spill, the spill coordinator will determine the hazard potential of a spill response by determining at least the following factors:
  - The substance spilled and its hazard potential
  - The amount of the spill and the extent of spreading
  - The source of the leakage/spill

- c. The maintenance entity and the storm water maintenance contractor will consult to determine the potential hazard to tenants and the surrounding public. If a spill is determined to be of such magnitude that it cannot be safely and effectively controlled by the storm water maintenance contractor, then the Homeowners Association or Contractor shall promptly notify outside emergency response agencies to implement control and cleanup.

## 2. Containment and Eliminating Spill Source:

- a. Upon observing the spill, the storm water maintenance contractor shall first attempt to contain the spill so as to prevent its entry into the site storm drainage systems. Examples of equipment that can be used to contain and/or absorb a spill include sand, sandbags and plastic sheeting, cat litter, sweeping compound, straw bails and absorbent pillows.
- b. At the same time as containment is being performed, or as soon as possible after containment, the spill responder[s] shall attempt to seal or otherwise stop the source of the spill. Common methods of eliminating a spill source include, closing valves, leak stopping compound for pinhole leaks, drum over-packs, deactivating pumps, and diverting flow to another pathway.

## 3. Spill Cleanup and Mitigating Environmental Impact:

- a. Once the spill is contained and the source eliminated, the spill responder[s] shall collect the spilled material by the appropriate manner and place the material into secure containers.
- b. The area or surface in contact with the spilled material shall be decontaminated by an appropriate method that is permissible under the local, state, and federal laws. The specific method used will depend upon the substance; the availability of permitted sewer discharge to a Publicly Owned Treatment Works [POTW], regulatory standards applicable to hazardous and toxic wastes, and other factors. The storm water maintenance contractor will select the appropriate decontamination method, after determining the applicable factors and by conferring with the regulators or an expert in the subject of spill response.
- c. All spill material and debris will be managed in a manner that fully complies with applicable local, state, and federal laws regarding recycling or disposal of wastes. The preferred method is to recycle or reclaim materials from spills in an effort to minimize waste generation. Where this is not feasible or allowed then disposal in accordance with applicable local, state, and federal rules will be used.

#### 4. Notification of Company and Governmental Agencies:

- a. The Homeowners Association and/or Contractor shall immediately report any spill of a harmful substance to the appropriate governmental authorities whenever a spill exceeds the Reportable Quantities [RQ] required under state or federal law. Be certain to define the RQ for your site.
- b. Such laws include, but are not limited to the following:
  - Clean Water Act [Oil Pollution Act of 1990] [Section 311 C2] [40 CFR, Part 300]
  - Comprehensive Environmental Response, Compensation, and Liability Act [CERCLA] [Section 102] [40 CFR, Part 302]
  - Superfund Amendment and Reauthorization Act [Section 313] [40 CFR, Part 355]
  - Idaho Department of Environmental Quality
- c. The applicable agencies and phone numbers that potentially must be contacted in the event of a spill are as listed:

#### **Agency Contact Information**

<u>Agency</u>	<u>Telephone Number</u>
Local Fire Department	911
Kuna City Parks Department	208-922-3397
National Response Center	800-424-8802
Regional EPA Office	208-378-5773
Ada County Highway District	208-387-6100
Idaho Department of Fish & Game	208-334-3700
DEQ - Water Quality & Remediation	208-373-0314
U. S. Department of Fish and Wildlife	208-378-5243

## V. References:

**Boise Public Works Storm water Operation & Maintenance – A Resource Guide** web site: [www.cityofboise.org](http://www.cityofboise.org) (Application Forms/Brochures & General Information).

**Department of Environmental Quality BMP data** web site: [www.deq.state.id.us/water.com](http://www.deq.state.id.us/water.com)

**Tab 1: Attachments from the Storm Water  
Operation & Maintenance - A Resource  
Guide**

Published by Boise Public Works (for reference only)





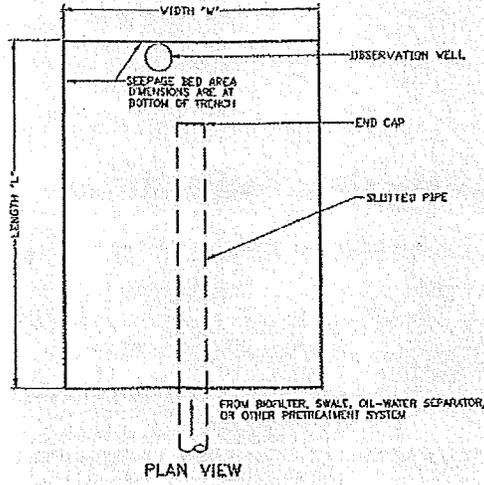
## Inspection and Maintenance Forms

### OM-1 Minimizing Directly Connected Impervious Areas (DCIAs)

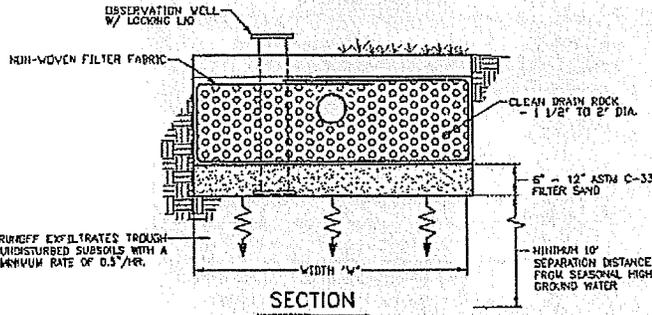
Stormwater system feature	✓	Are any of these conditions present	Problem	Recommendation
Landscaped or natural area	✓	sediment accumulation exceeds 2" in depth	sediment buildup on vegetation	Remove sediment carefully to avoid damaging the existing vegetation. Dispose of sediment properly.
	✓	grass becomes excessively tall or weeds invade the area	tall grass or weeds	Mow vegetation regularly. Grass should be mowed to a height between 4-9" for best storm water treatment.  Remove weeds, if necessary. Call the University of Idaho Cooperative Extension System for information on eradicating weeds in storm water systems.
	✓	trash and debris are present	trash and debris accumulation	Remove waste and dispose of properly.
	✓	offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you are unsure whether the substance is hazardous, take a sample or contact a qualified hazardous waste consultant for assistance.
	✓	erosion or scouring is evident	excessive flows or flow channelization	Re-grade and re-seed area to eliminate high velocity or channelized flows. Overseed areas where bare spots are present.

### OM-2 Infiltration

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		standing water is present 24 hours after storm event	sediment buildup on bottom or sides of infiltration system	Excavate infiltration system and remove excess sediment. Dispose of sediment properly. An engineer or geotechnical consultant should examine drainrock and filter fabric to determine if replacement is needed. Re-install infiltration system 12" into free draining material.
		standing water is present 24 hours after storm event	infiltration system incorrectly designed or sited (high ground water area)	Review options for managing storm water as described in the Boise City Storm Water Management Design Manual. Infiltration may not be allowed. Contact the Boise Public Works Department for more information.
			infiltration system incorrectly constructed	Excavate infiltration system and re-install infiltration system 12" into free draining material.  If good free draining material is not accessible, contact the design engineer to see if a more appropriate drainage system can be installed.
		offensive odor, color, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you do not know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		propane, oil, or gasoline odor or puddle is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for information on proper treatment and disposal of petroleum products.
		excessive debris, sediment, and oil buildup is present	pretreatment system not working properly	Clean out accumulated debris in pretreatment system and dispose of properly
			pretreatment system not installed	Install a pretreatment system upgradient from the infiltration system. The pretreatment system should be approved by Boise City Public Works.
Inlet/outlet pipes		standing water is present 24 hours after storm event	clogged pipes	Clean out sediment and debris from pipes. See OM-10, Pipes, for more information

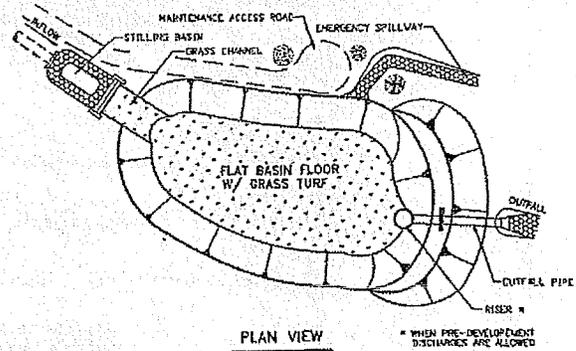


PLAN VIEW



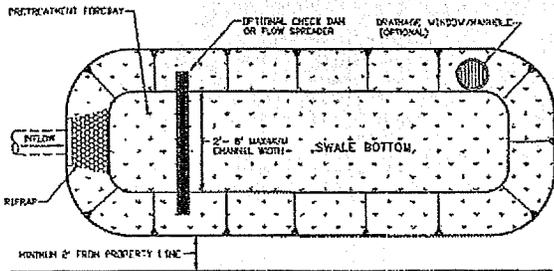
SECTION

**Infiltration Trench  
(Seepage Bed)**

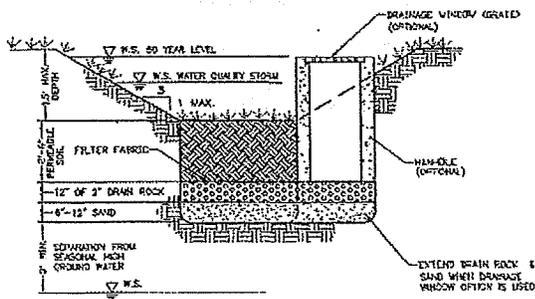


PLAN VIEW

WHEN PRE-DEVELOPMENT DISCHARGES ARE ALLOWED

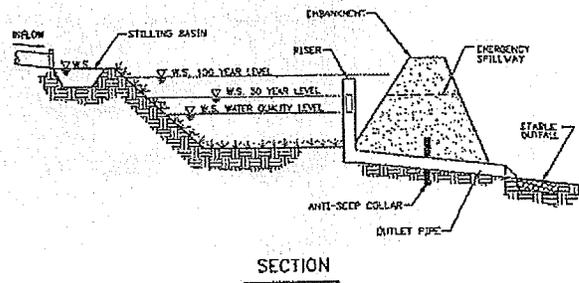


PLAN VIEW



SECTION

**Infiltration Swale**

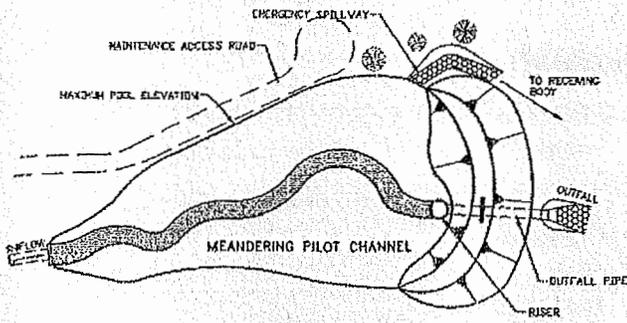


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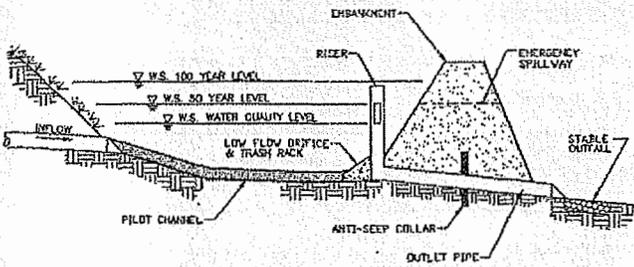
**Infiltration  
Basin**

### OM-3 Ponds (Detention, Extended Detention, Evaporation)

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		dumped yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in pond	accumulation of trash and debris	Remove trash and debris and dispose of properly.
		undesirable vegetation is invading the pond	nuisance, poisonous, or noxious weeds	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture before applying pesticides. Certain pesticides should not be used near waterbodies.
		propane, oil, or gasoline odor or surface film is present	accumulation of petroleum products	Contact a qualified hazardous waste consultant for more information.
		bare spots or sparse vegetation is evident in the pond	compaction	Aerate and amend soils, re-seed, and mulch bare areas. Re-contour and re-seed pond to original design specifications.
			Insect Infestation	Seek advice from the University of Idaho Cooperative Extension System (Ada County) or the Idaho Dept. of Agriculture regarding appropriate methods for controlling insects.
		grass is taller than 10"	overgrown vegetation	Mow grass regularly. Grass should be mowed to a height of 4-9" for best storm water control. Avoid over-applying fertilizers. Excessive fertilizer application may compound water quality problems.
		offensive color, odor, or sludge is present	unknown or uncharacteristic substance	Remove substance and eliminate its source. If you don't know if the substance is hazardous, either take a sample or contact a qualified hazardous waste consultant for more information.
		excessive mosquito population is present	mosquitos	Install predatory bird and bat nesting boxes to control insects. Mosquito fish (Gambusia) can be used and are available locally.
		water flows through holes in dam or berm; holes are present around pond	rodents	Destroy rodents and repair dam or berm. Contact the Idaho Department of Fish and Game for information on controlling rodents.
	large trees interfere with maintenance activities	overgrown trees	Remove trees that interfere with access or maintenance activities. Preserve trees that are not a problem.	
Storage area		accumulated sediment exceeds 10% of the designed pond depth	excessive sediment	Clean out sediment to original shape and depth of the pond. Re-seed pond, if necessary, to control erosion.  If the pond is designated as "waters of the U.S." or as a wetland by the U.S. Army Corps of Engineers (Corps), you must obtain a 404 (dredge and fill) permit. You must also obtain a Stream Channel Alteration permit from the Idaho Department of Water Resources (IDWR). Contact the Corps and IDWR for more information.
Pond dike/berm		dike or berm has settled 4" lower than design elevation	dike/berm settlement	Repair dike/berm to original design specifications. Re-seed or sod.
Overflow spillway		bare soil is visible at top of spillway or outside slope	inadequate rock layer	Add enough rock to cover up bare soil.
Trash rack		debris covers at least 25% of the bar screen or bar screen is missing	trash rack is plugged or missing	Replace screen, if necessary. Remove trash and debris. Dispose of waste properly.

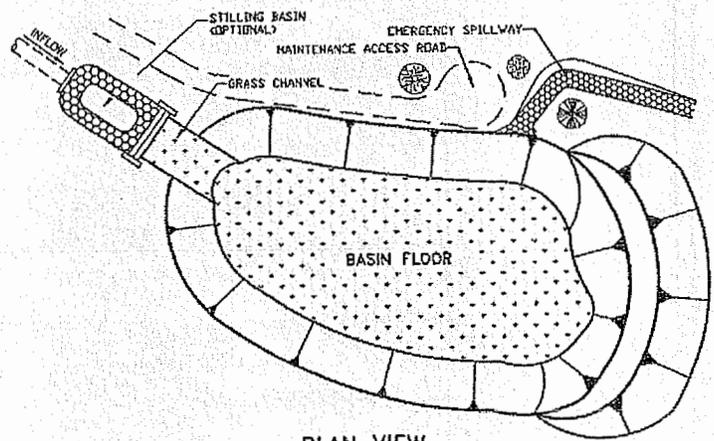


PLAN VIEW

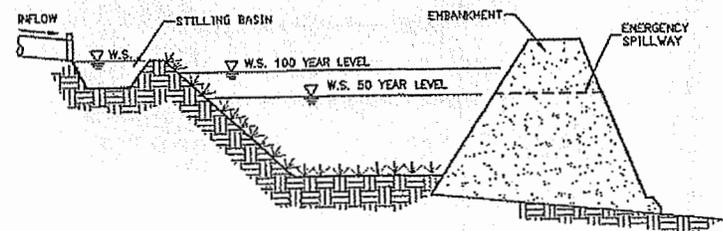


SECTION

**Detention Pond**

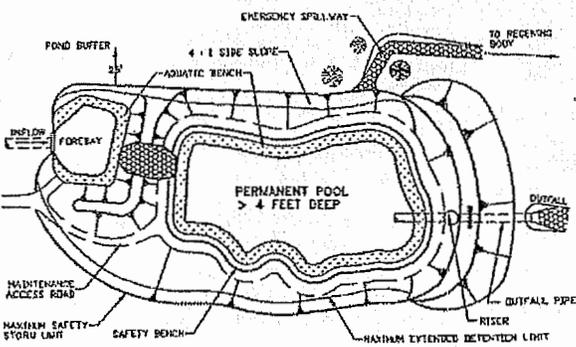


PLAN VIEW

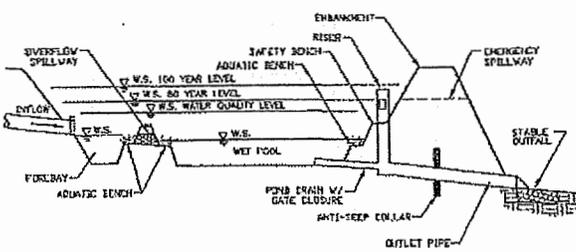


SECTION

**Evaporation Pond**



PLAN VIEW

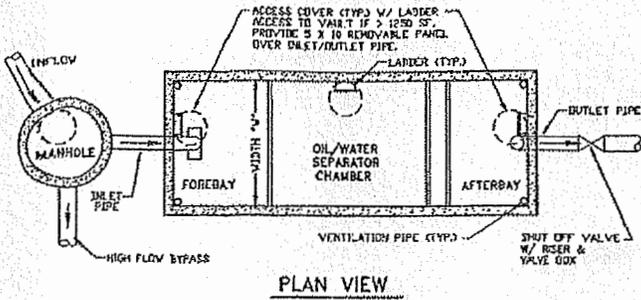


SECTION

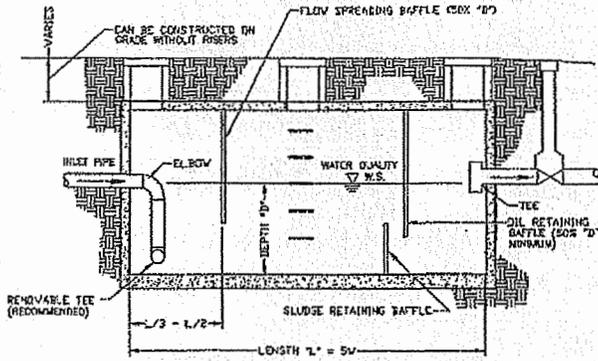
**Extended Detention Pond**

### OM-7 Oil/Water Separator

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation	
Conventional gravity separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.	
			damaged baffle	Check baffle integrity. If damaged, repair or replace to design specifications.	
			Incorrectly designed	Contact the design engineer to check if the system is appropriately sized for the drainage basin. If it isn't, then upgrade system with an additional or larger separator.	
			sediment accumulation exceeds 1' in bottom of vault	excessive sediment	Vector or shovel out sediment. Dispose of sediment properly.
			standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vector or shovel out sediment. Dispose of sediment properly.
			yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault or inlet/outlet pipes	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet pipes. Dispose of wastes properly.
			oil accumulation exceeds 1" at water surface	excessive oil accumulation	Vector or manually remove oil from water surface. Dispose of waste properly.
			pipes broken or damaged; cracks in pipe are wider than 1/4" at the joint	damaged inlet/outlet pipes	Replace pipe or repair to original design specifications.
			cover cannot be opened; cover is corroded or damaged	defective access cover	Repair or replace cover to original design specifications.
			cracks in vault are wider than 1/2"; soil enters the vault through the cracks	structural damage to vault	Replace or rebuild the vault to design specifications.
		baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles to original design specifications	
Coalescing plate separator		discharge water is discolored, turbid, or has an oil sheen	excessive sediment or oil accumulation	Check if separator has excess sediment or oil accumulation. If so, remove oil or sediment and dispose of properly.	
			damaged coalescing plate	Check coalescing plate integrity. If damaged, repair or replace to design specifications.	
			sediment accumulation exceeds 1' in depth in vault	excessive sediment	Vector or shovel out sediment deposits on vault bottom. Dispose of sediment properly.
			yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are present in the vault.	accumulation of trash and debris	Remove trash and debris from vault and inlet/outlet piping. Dispose of wastes properly.
			oil accumulation exceeds 1" at water surface	excessive oil accumulation	Vector or manually remove oil from water surface. Dispose of waste properly.
			pipes are broken or damaged; pipe has cracks wider than 1/4" at the joint	damaged inlet/outlet pipe	Replace or repair pipe to original specifications.
			standing water is present 24 hours after storm event	sediment buildup blocks flow through separator	Vector or shovel out sediment. Dispose of sediment properly.
			baffles are cracked, warped, or corroded	defective baffles	Repair or replace baffles to original design specifications
			cracks in vault are wider than 1/2"; soil enters the vault through the cracks	structural damage to vault	Replace or rebuild the vault to design specifications.

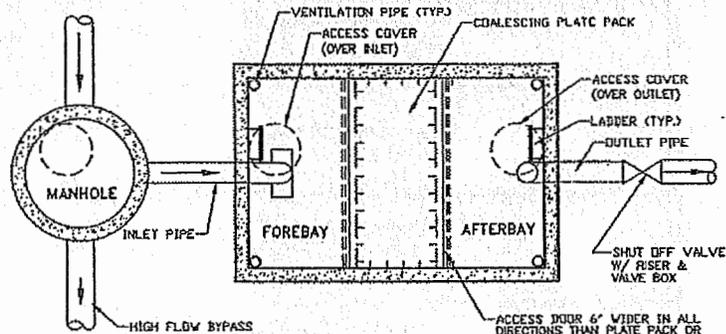


PLAN VIEW

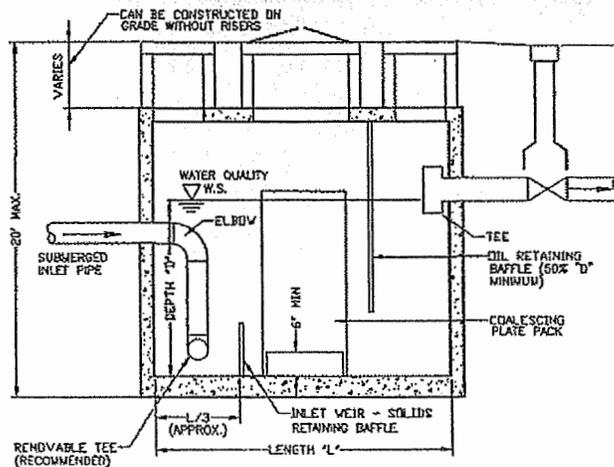


SECTION

**Oil/Water Separator**



PLAN VIEW



SECTION

**Coalescing Oil/Water Separator**

## OM-9 Catch Basins

Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		yard wastes or non-degradable materials (glass, plastic, styrofoam, etc.) are blocking the front of the catch basin or grate by 10%	accumulation of trash and debris	Remove trash and debris from front of catch basin opening or grate. Dispose of waste properly.
		frame has separated more than 3/4" from the top slab	frame separation	Reset frame even with top of slab.
		propane, oil, gasoline odor, offensive color or odor, or sludge is present	accumulation of petroleum products or unknown or uncharacteristic substances	Contact a qualified hazardous waste consultant for more information.
		top slab has cracks wider than 1/4" or holes larger than 2"	defective top slab	Replace or repair slab to design specifications.
		corner of frame extends more than 3/4" top slab past curb face into the street	structural damage to frame or top of slab	Reset frame even with curb. Replace slab, if necessary.
		catch basin has cracks wider than 1/2" and longer than 3"; soil is entering the catch basin through the cracks	defective catch basin	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		catch basin has settle more than 1' or has moved more than 2" out of alignment	basin settlement/alignment	Replace or repair catch basin to original design specifications. You may need to contact the design engineer to evaluate the structural integrity of the catch basin.
		grate bars are broken or grate is missing	grate is damaged or missing	Replace or repair grate to design specifications.
Inlet/outlet pipes		trash or sediment in the inlet/outlet pipe is blocking more than 1/3" of the diameter of the pipe	trash or sediment accumulation	Remove trash and sediment from pipes. Dispose of wastes properly.
		pipng has cracks wider than 1/2" and longer than 1' at the joint; soil is entering the catch basin through the cracks	cracked pipes	Replace or repair pipe to original design specifications.
		vegetation is growing in inlet/outlet pipe joints	overgrown vegetation	Remove vegetation from pipe joints.

### OM-10 Pipes

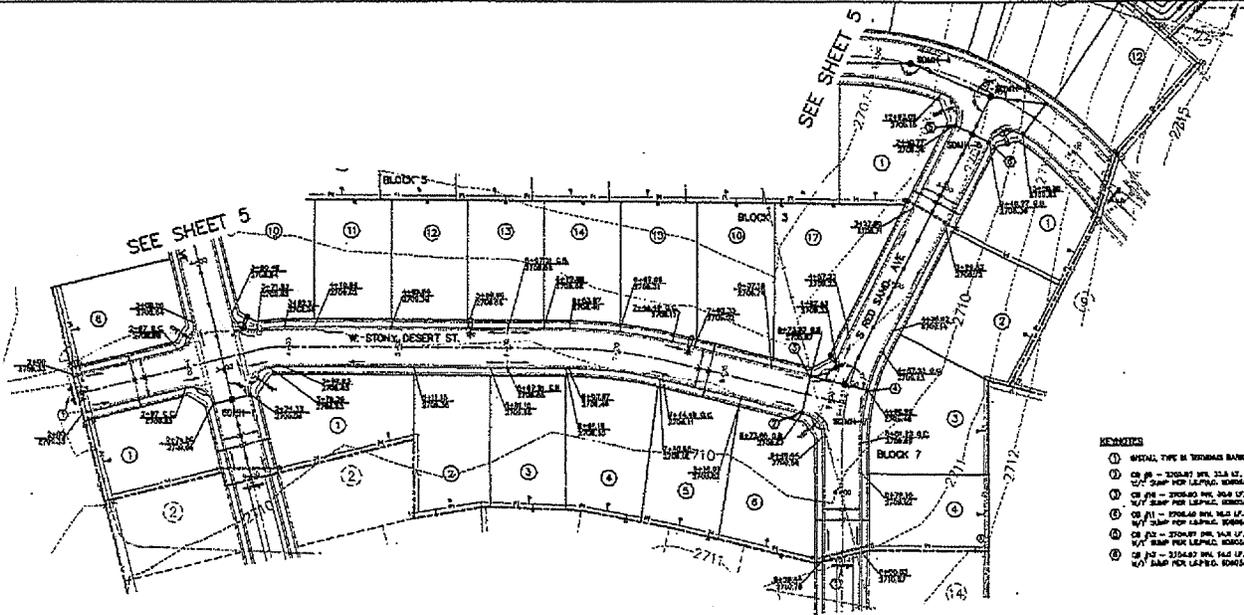
Stormwater system feature	✓	Are any of these conditions present?	Problem	Recommendation
General		accumulated sediment or trash exceeds 20% of the diameter of the pipe	excess accumulation of sediment or trash	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		vegetation is impeding water flow	overgrown vegetation	Clean out sediment and trash from pipe. You can use a high pressure hose, vacuum suction, or other appropriate cleaning method. Contact the design engineer for information on appropriate cleaning methods for your type of drainage system.
		pipe is rusted; protected coating is damaged	corroded pipe	Replace or repair pipe to original design specifications.
		dent in pipe has reduced the pipe diameter by 20%; water flow is impeded; pipe is broken	defective pipe	Replace or repair pipe to original design specifications.
		water is leaking from pipe	cracked pipe	Replace or repair pipe to original design specifications.

**Tab 2: 11"x17" Applicable Construction Plans**









- NOTES:**
- ① SPECIAL TYPE B TERMINAL BANQUETTE
  - ② CB #8 - 320247 R/W 31.8 FT. 12" C-400 @ 0.325 1/2" SAMP FOR L.P.S.P.C. (Q=4.144)
  - ③ CB #9 - 320245 R/W 30.8 FT. 12" C-400 @ 0.325 1/2" SAMP FOR L.P.S.P.C. (Q=4.144)
  - ④ CB #11 - 320248 R/W 34.2 FT. 12" C-400 @ 0.325 1/2" SAMP FOR L.P.S.P.C. (Q=4.144)
  - ⑤ CB #12 - 320249 R/W 34.2 FT. 12" C-400 @ 0.325 1/2" SAMP FOR L.P.S.P.C. (Q=4.144)
  - ⑥ CB #13 - 320247 R/W 34.2 FT. 12" C-400 @ 0.325 1/2" SAMP FOR L.P.S.P.C. (Q=4.144)

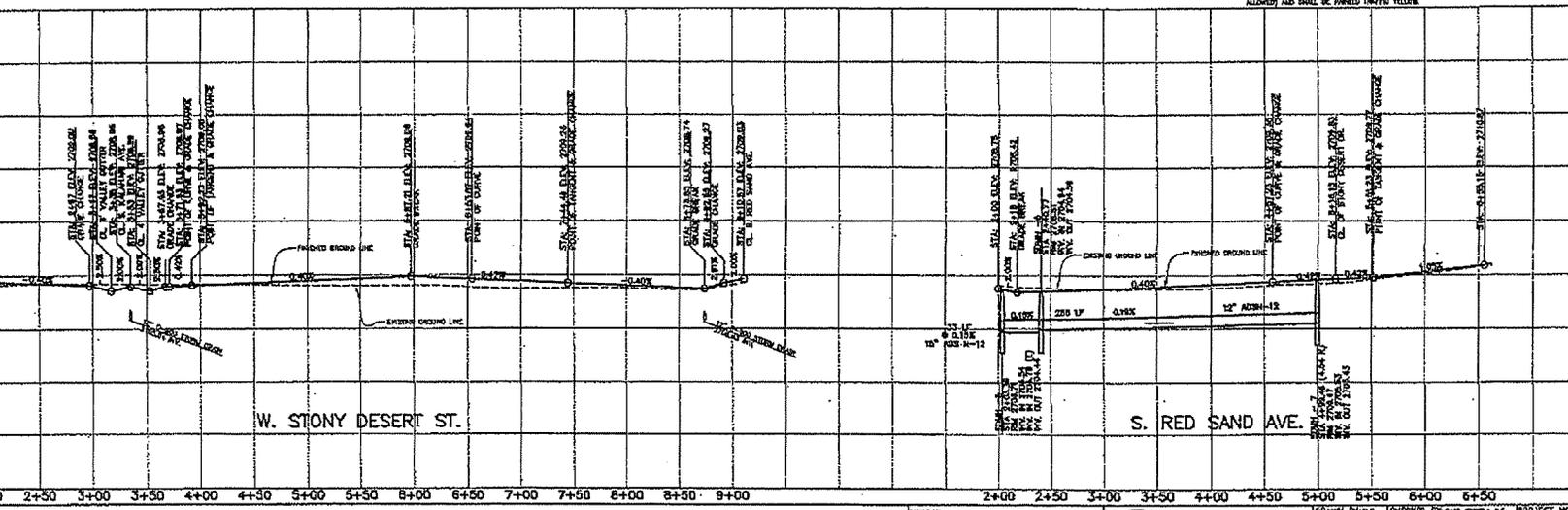
Plans Are Accepted  
Street Const

BY ORDER OF THE BOARD OF SUPERVISORS  
CITY OF LAS VEGAS

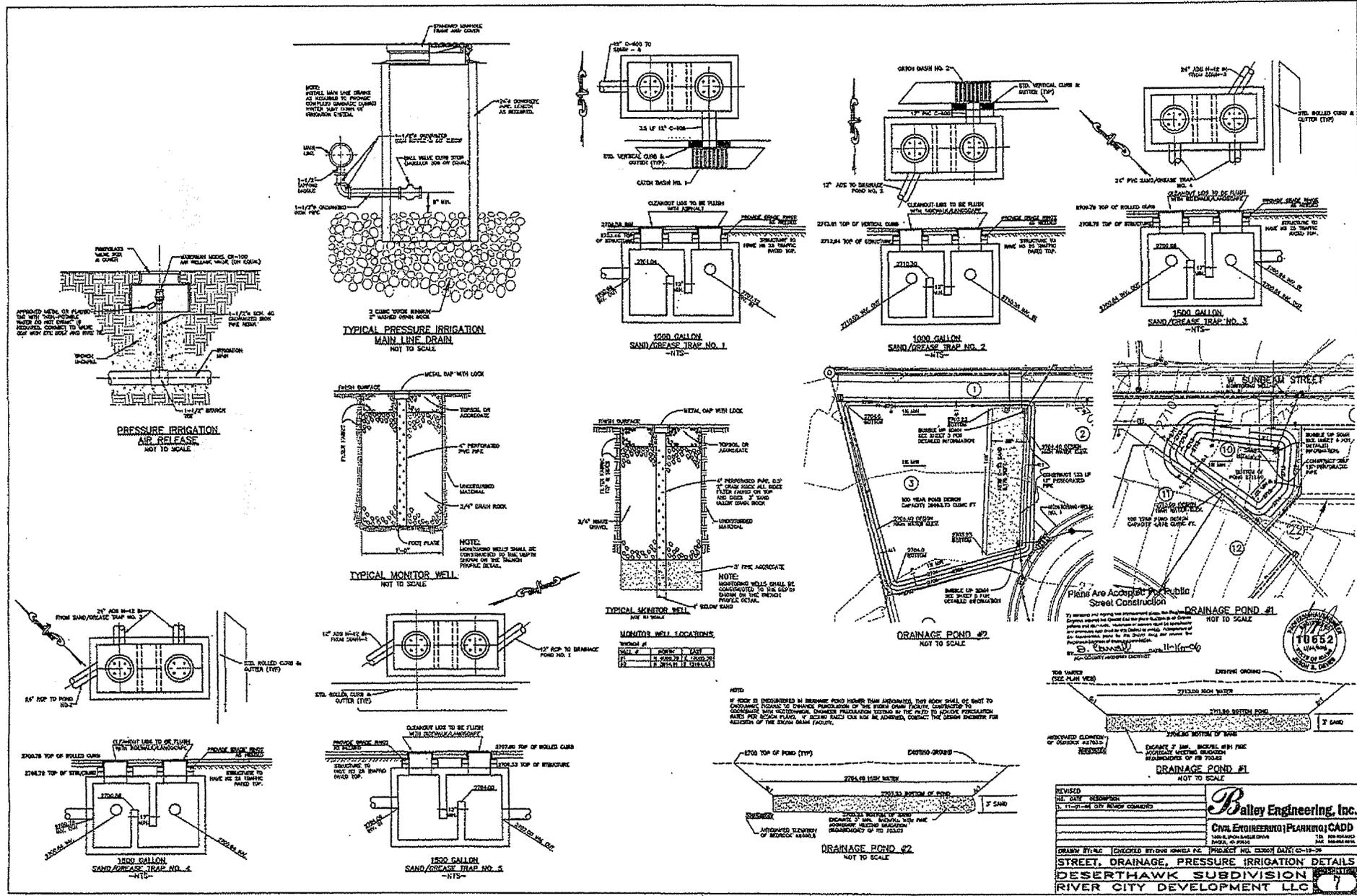
APPROVED: \_\_\_\_\_  
DATE: \_\_\_\_\_

**NOTES:**

ALL PROTECTIVE SIGNS SHALL HAVE TRIANGULAR BORDERS  
SQUARE SHALL BE CUT AND COMPLETELY UPRIGHT UNLESS NOT  
ALIGNED AND SHALL BE PAINTED WHITE VEHICLE



REVISIONS NO. DATE DESCRIPTION 1. 11-15-18 REVISED STREET LIGHT LOCATIONS 2. 11-15-18 CITY REVIEW COMMENTS DATE WORK COMPLETED: 02/15/19	<b>Palley Engineering, Inc.</b> CIVIL ENGINEERING   PLANNING   CADD	DRAWN BY: [NAME] CHECKED BY: [NAME] PROJECT NO. [NUMBER] <b>STREET PLAN AND DESERTHAWK SUBDIVISION RIVER CITY DEVELOPMENT</b>
--	--	--



Plan Area Acceptable for Public Steel Construction

**DRAINAGE POND #1**  
NOT TO SCALE

**DRAINAGE POND #2**  
NOT TO SCALE

**DRAINAGE POND #1**  
NOT TO SCALE

**DRAINAGE POND #2**  
NOT TO SCALE

**REVISIONS**

NO.	DATE	DESCRIPTION
1	11/20/20	1. 11/20/20 CITY ENGINEER COMMENTS

**Balley Engineering, Inc.**  
Civil Engineering | Planning | CADD

**PROJECT NO. 18-19-FP DATE: 02-18-20**

**DRAWN BY: [ ] CHECKED BY: [ ]**

**STREET, DRAINAGE, PRESSURE IRRIGATION DETAILS**  
**DESERTHAWK SUBDIVISION**  
**RIVER CITY DEVELOPMENT LLC**

**Tab 3: 11" X 17" Copy of Final Plat**

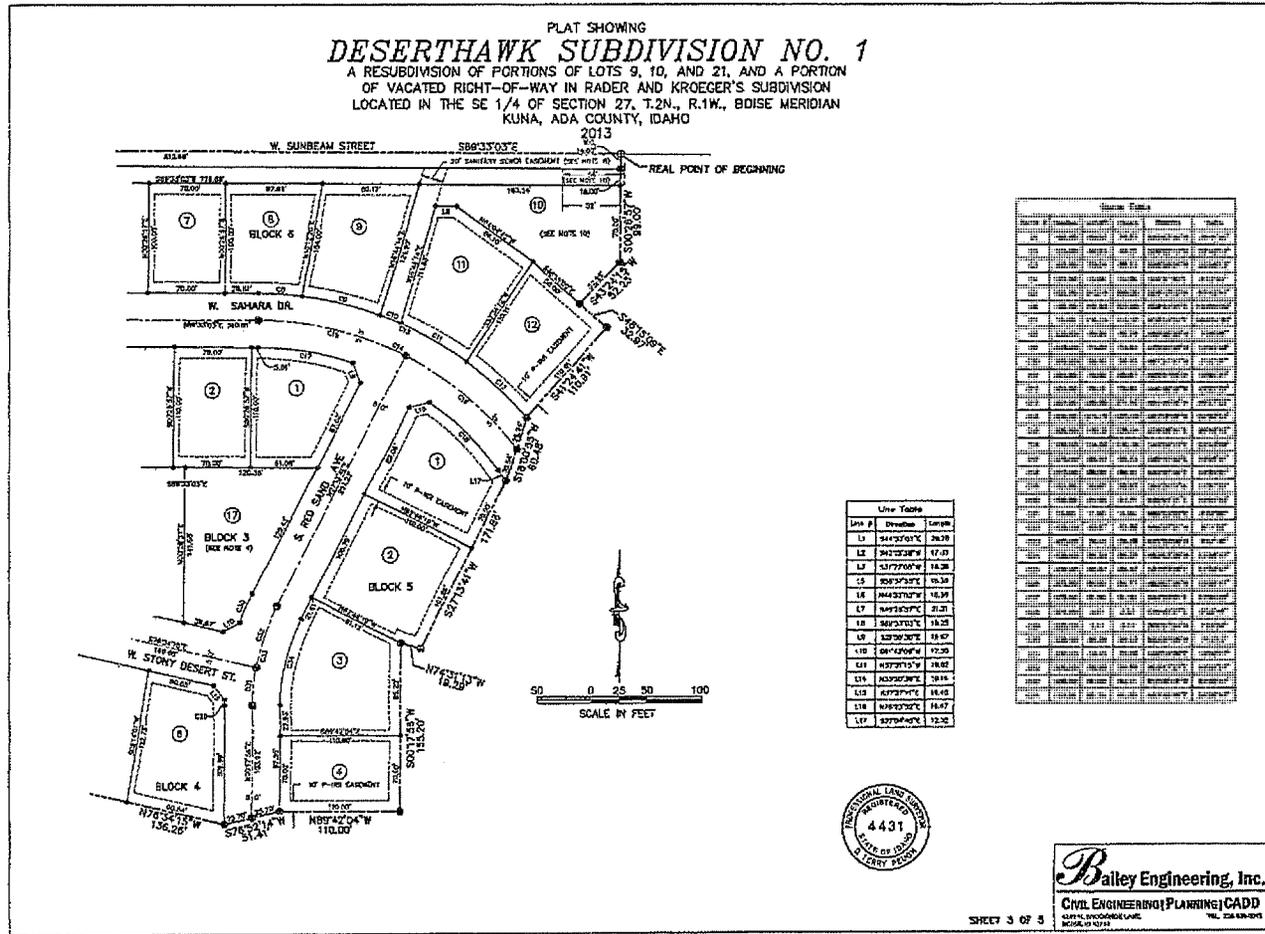
(for reference only)





### PLAT SHOWING DESERTHAWK SUBDIVISION NO. 1

A RESUBDIVISION OF PORTIONS OF LOTS 9, 10, AND 21, AND A PORTION  
OF VACATED RIGHT-OF-WAY IN RADER AND KROEGER'S SUBDIVISION  
LOCATED IN THE SE 1/4 OF SECTION 27, T.2N., R.1W., BOISE MERIDIAN  
KUNA, ADA COUNTY, IDAHO  
2013



Lot #	Area (sq. ft.)				
1	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000	10,000
16	10,000	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000	10,000

Lot #	Area (sq. ft.)				
1	10,000	10,000	10,000	10,000	10,000
2	10,000	10,000	10,000	10,000	10,000
3	10,000	10,000	10,000	10,000	10,000
4	10,000	10,000	10,000	10,000	10,000
5	10,000	10,000	10,000	10,000	10,000
6	10,000	10,000	10,000	10,000	10,000
7	10,000	10,000	10,000	10,000	10,000
8	10,000	10,000	10,000	10,000	10,000
9	10,000	10,000	10,000	10,000	10,000
10	10,000	10,000	10,000	10,000	10,000
11	10,000	10,000	10,000	10,000	10,000
12	10,000	10,000	10,000	10,000	10,000
13	10,000	10,000	10,000	10,000	10,000
14	10,000	10,000	10,000	10,000	10,000
15	10,000	10,000	10,000	10,000	10,000
16	10,000	10,000	10,000	10,000	10,000
17	10,000	10,000	10,000	10,000	10,000
18	10,000	10,000	10,000	10,000	10,000
19	10,000	10,000	10,000	10,000	10,000



**Bailey Engineering, Inc.**  
 CIVIL ENGINEERING | PLANNING | CADD  
 1000 S. 1000 E. SUITE 100 KUNA, IDAHO 83646  
 PHONE: 208.833.1111 FAX: 208.833.1112

SHEET 3 OF 3

REVISION	DATE	DESCRIPTION	 <b>Bailey Engineering, Inc.</b> CIVIL ENGINEERING   PLANNING   CADD 1000 S. 1000 E. SUITE 100 KUNA, IDAHO 83646 PHONE: 208.833.1111 FAX: 208.833.1112
DRAWN BY: DAB		CHECKED BY: DMO & MLET FLS	PROJECT: C2013-014
DATE: 12-13-2012		DATE: 12-13-2012	
<b>FINAL PLAT</b> DESERTHAWK SUBDIVISION NO. 1 DAS INVESTMENTS LLC			

# Deserthawk East Subdivision

A re-subdivision of Lot 13 of the Kuna Orchard Tracts as shown in Book 6 of Plats, at Page 291 records of Ada County, Idaho, being situated in the northwest quarter of the southwest quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho.

2018

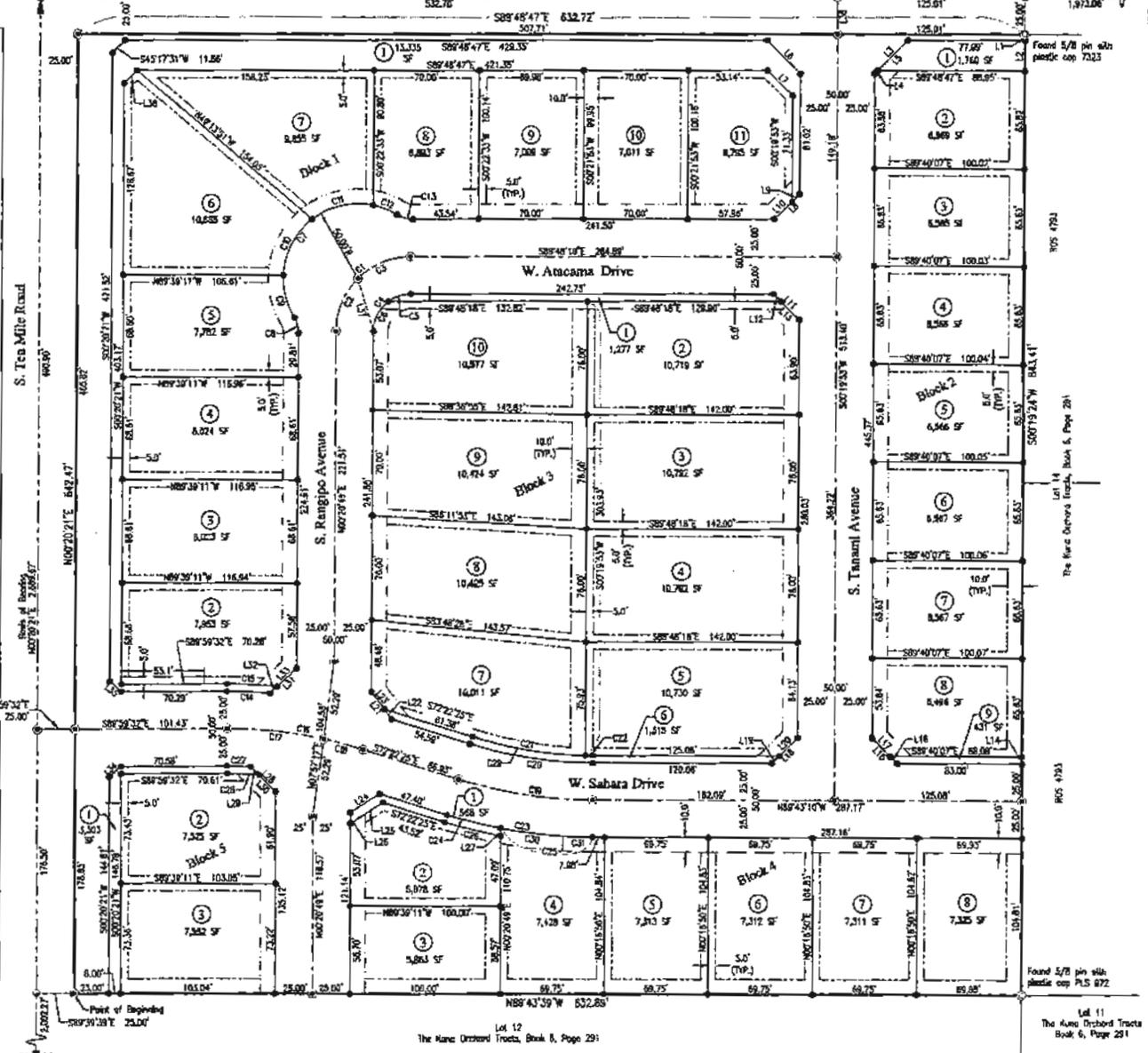
Subdivision No. 4  
Book 91, Page 10861-10862

Lot 20  
The Kuna Orchard Tracts  
Book 6, Page 291

Parcel 1  
ROS 7367

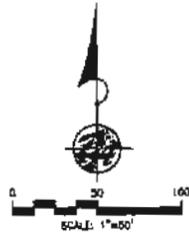
Lot 19  
The Kuna Orchard Tracts  
Book 6, Page 291

27 26



Center Quarter Corner  
Found Aluminum Cap 7015  
CP&F No. 2014-092008

Found 5/8 pin with  
plastic cap 7323



### Reference Documents

- Subdivision Plats
  - Kuna Orchard Tracts, Book 6, Page 291
  - Roger & Kinsey's Subdivision, Book 3, Page 205
  - Deserthawk Subdivision No. 1, Book 105, Pages 14334-14338
  - Deserthawk Subdivision No. 2, Book 109, Pages 15043-15044
  - Deserthawk Subdivision No. 3, Book 113, Pages 16884-16885

### Legend

- Subdivision boundary line
- Lot line
- Section line
- Street centerline
- Tie line
- Meter, sewer, drainage, and irrigation easement line to benefit the City of Puna, see Note 10, Sheet 2 for more information
- 15' wide Public utility easement line, see Note 9, Sheet 2 for more information
- Storm drainage easement line to benefit AQOD, see Note 14, Sheet 2
- Adjoining property line
- Found monument, type noted
- Found 5/8" pin with plastic cap labeled as exempt
- Set 1/2" x 1" iron pin with plastic cap labeled "ADA LS 4110", unless otherwise noted
- Set 3/8" x 3/8" iron pin with plastic cap labeled "ADA LS 4110", unless otherwise noted
- Calculated point, not found or set
- 27 26
- 34 15
- 27 26
- West Quarter Corner  
Found Aluminum Cap  
CP&F No. 104014787
- Typical sewerment dimension

Deserthawk Subdivision No. 3  
Book 113, Pages 16884-16885

S. Teva Mile Road  
Book 91, Page 10861-10862

Roger & Kinsey's Subdivision  
Book 3, Page 205

27 26  
34 15

Lot 12  
The Kuna Orchard Tracts, Book 6, Page 291

Lot 11  
The Kuna Orchard Tracts  
Book 6, Page 291

See Sheet 2 for Curve Table, Line Table, and Notes



## B&A Engineers, Inc.

Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3361 Deserthawk East Subdivision

# Deserthawk East Subdivision

Line Table		
Line	Bearing	Distance
L1	S00°39'52"W	4.00'
L2	S00°15'19"W	20.00'
L3	S45°15'33"W	31.14'
L4	N45°15'33"E	2.82'
L5	S45°15'33"W	28.32'
L6	N44°44'27"W	31.24'
L7	N44°44'13"W	23.72'
L8	S45°15'47"W	24.13'
L9	N45°15'47"E	7.08'
L10	N45°15'47"E	17.05'
L11	N44°44'13"W	24.15'
L12	S44°44'13"E	7.06'
L13	N44°44'40"W	17.09'
L14	S00°19'24"W	5.00'
L15	S44°41'39"E	24.15'
L16	S44°41'39"E	7.16'
L17	S44°41'39"E	16.97'
L18	S45°18'21"W	24.13'
L19	S45°18'21"W	7.07'
L20	N45°17'53"E	17.06'
L21	N36°00'48"W	22.95'
L22	S36°00'48"E	8.43'
L23	S36°00'48"E	14.52'
L24	N57°18'20"E	23.23'
L26	S00°20'49"W	7.37'
L27	S00°20'49"W	5.09'
L28	S44°49'22"E	23.53'
L29	S44°49'22"E	7.96'
L30	N44°49'22"W	15.95'
L31	S47°18'43"W	24.56'
L32	N47°18'43"E	6.71'
L33	N47°18'43"E	17.87'
L34	N49°11'14"E	10.62'
L35	N48°41'10"W	10.60'
L36	S45°17'31"W	12.11'
L37	S16°04'07"E	36.81'
L38	S00°19'53"W	25.00'

Curve Table					
Curve	Delta	Radius	Arc	Chord Bearing	Chord Dist.
C1	089°50'53"	50.00'	78.41'	S45°16'15"W	70.82'
C2	044°35'26"	50.00'	39.20'	S22°46'32"W	38.21'
C3	044°55'36"	50.00'	39.21'	S67°44'04"W	38.21'
C4	089°50'53"	25.00'	39.20'	S45°16'15"W	35.31'
C5	036°52'12"	25.00'	16.09'	S71°45'36"W	15.81'
C6	052°58'24"	25.00'	23.11'	S26°50'18"W	22.30'
C7	153°07'12"	50.00'	133.82'	S45°16'15"W	97.26'
C8	031°38'10"	20.00'	11.04'	N15°28'16"W	10.90'
C9	034°01'04"	50.00'	28.69'	S14°16'49"E	28.25'
C10	049°40'09"	50.00'	43.34'	S27°33'48"W	42.00'
C11	049°40'09"	50.00'	43.34'	S77°13'57"W	42.00'
C12	019°45'50"	50.00'	17.25'	N68°03'03"W	17.16'
C13	031°38'10"	20.00'	11.04'	S73°59'13"E	10.90'
C14	005°03'34"	325.00'	28.70'	N87°27'45"W	28.59'
C15	005°50'35"	330.00'	33.65'	N87°04'14"W	33.64'
C16	017°37'07"	300.00'	92.25'	N61°10'59"W	91.89'
C17	012°25'11"	300.00'	65.03'	N83°46'57"W	64.90'
C18	005°11'56"	300.00'	27.22'	N74°58'23"W	27.21'
C19	017°20'45"	300.00'	90.82'	S81°02'48"E	90.48'
C20	017°20'45"	275.00'	83.25'	S81°02'48"E	82.94'
C21	016°18'37"	270.00'	76.86'	S80°31'43"E	76.60'
C22	001°02'08"	270.00'	4.88'	S89°12'08"E	4.88'
C23	017°20'45"	325.00'	98.39'	S81°02'48"E	98.02'
C24	006°24'44"	325.00'	38.37'	S75°34'47"E	38.35'
C25	010°56'01"	325.00'	62.02'	S84°15'10"E	61.92'
C26	006°34'44"	330.00'	37.89'	S75°39'47"E	37.87'
C27	003°17'31"	275.00'	15.80'	N88°20'47"W	15.80'
C28	004°29'22"	270.00'	21.16'	N87°44'51"W	21.15'
C29	017°20'45"	270.00'	81.74'	S81°02'48"E	81.43'
C30	007°27'44"	325.00'	42.33'	S82°31'01"E	42.30'
C31	003°28'17"	325.00'	19.69'	S87°59'02"E	19.69'

## Notes

- Irrigation water will be provided by the City of Kuna in compliance with Idaho Code Section §31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights through Boise-Kuna Irrigation District, and will be obligated for assessments from the City of Kuna.
- All references to Homeowners' Association herein are to the Deserthawk Subdivision Homeowners' Association and the owners of the lots, within said subdivision, jointly.
- Any reabdivision of this plat shall comply with the applicable regulations in effect at the time of the reabdivision.
- Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and conditions of the staff report for Deserthawk Subdivision.
- Lots shall not be reduced in size without prior approval from the health authority.
- Lot 1, Block 1; Lots 1 and 9, Block 2; Lots 1 and 5, Block 3; Lot 1, Block 4; and Lot 1, Block 5 are designated as common area lots to be owned and maintained by the Homeowners' Association. This ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna. The Homeowners' Association is responsible for payment of irrigation assessments. In the event the Homeowners' Association fails to pay assessments, each residential lot is responsible for a fractional share of the assessment.
- No assessment shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping (except trees), parking, or other such non-permanent improvements.
- All assessments are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.
- Public utility easement is hereby reserved as follows:  
•10-foot wide along public right-of-ways.
- Water, sewer, drainage, and irrigation easements are hereby reserved for the City of Kuna for the installation and maintenance of lines as shown hereon (unless otherwise dimensioned).  
•10-foot wide along public right-of-ways and the exterior boundary.  
•10-foot wide along and centered on interior lot lines.  
•10 feet wide along rear lot lines of lots containing a pressure irrigation main line.  
•5-foot wide along interior rear lot lines and rear lot lines adjoining previous and future phases of this subdivision.
- Direct lot access to S. Ten Mile Rd. or W. Sunbeam St. is prohibited unless specifically allowed by Ada County Highway District or the City of Kuna.
- Maintenance of any irrigation, drainage pipe, or ditch crossing a lot is the responsibility of the lot owner unless such responsibility is assumed by an irrigation/drainage district.
- This development recognizes Idaho Code Section §22-4503, Right to Farm Act, which states: "No Agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding non-agricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
- Portions of Lot 2, Block 1; Lots 2 and 10, Block 3; and Lots 4-8, Block 4 are adjacent to and contain the ACHD storm water drainage system. This lot is encumbered by that certain First Amended Master Perpetual Storm Water Drainage Easement, recorded on November 10, 2015 as Instrument No. 2015-103756, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "MASTER EASEMENT"). The Master Easement and the storm water drainage system are dedicated to ACHD pursuant to Section §40-2302 Idaho Code. The Master Easement is for the operation and maintenance of the storm water drainage system.
- Lot 1, Block 1 and Lot 1, Block 2 are subject to a blanket public utility, drainage, and irrigation easement.
- This development is subject to a License Agreement, Inst. No. \_\_\_\_\_ to benefit the Ada County Highway District.
- Lot 1, Block 1 and Lot 1, Block 5 are subject to a permanent sidewalk easement to Ada County Highway District per Instrument No. \_\_\_\_\_

## Certificate of Owner

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as DESERTHAWK EAST SUBDIVISION, and that it intends to include the following described land in this plat:

A re-subdivision of Lot 13 of The Kuna Orchard Tracts as shown in Book 6 of Plats, at Page 251, records of Ada County, Idaho, being situated in the northwest quarter of the southwest quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna City, Ada County, Idaho, and being more particularly described as follows:

Commencing at the southwest corner of said Section 26, which bears S00°20'21"W, 2,869.87 feet from the west quarter corner of said Section 26; thence N00°20'21"E, 2,032.27 feet along the westerly boundary of the southwest quarter of said Section 26; thence S89°39'39"E, 25.00 feet to the southwest corner of said Lot 13 and to the Point of Beginning.

Thence N00°20'21"E, 642.47 feet along the westerly boundary of said Lot 13 and along a line parallel with the westerly boundary of the southwest quarter of said Section 26 to the northeast corner of said Lot 13;

Thence S89°46'47"E, 532.72 feet along the northerly boundary of said Lot 13 and along a line parallel with the northerly boundary of the southwest quarter of said Section 26 to the northeast corner of said Lot 13;

Thence S00°19'24"W, 543.41 feet along the easterly boundary of said Lot 13 to the southeast corner of said Lot 13;

Thence N89°43'39"W, 532.89 feet along the southerly boundary of said Lot 13 to the Point of Beginning.

Comprising 9.34 acres, more or less.

See Sheet 3 for Owner's Signature



**B&A Engineers, Inc.**  
 Consulting Engineers, Surveyors & Planners  
 5505 W. Franklin Rd. Boise, Id. 83705  
 (208) 343-3381 Deserthawk East Subdivision  
 Sheet 2 of 3

# Deserthawk East Subdivision

## Certificate of Owner (continued)

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna, and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

IN WITNESS WHEREOF: I have hereunto set my hand on this 5<sup>th</sup> day of November, 2018.

[Signature]  
Corey D. Barton, President  
Challenger Development, Inc.

## Acknowledgment

State of Idaho )  
County of Ada )ss

On this 5<sup>th</sup> day of Nov., in the year of 2018, before me the undersigned, a Notary Public in and for said state, personally appeared Corey D. Barton, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that he executed the same in said partnership name.

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

[Signature]  
Notary Public for Idaho  
Residing in Nampa, Idaho  
My Commission Expires 6-5-22



## Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of DESERTHAWK EAST SUBDIVISION, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points platted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, P.L.S. No. 4116



## Approval of City Council

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_\_ day of \_\_\_\_\_, this plat was duly accepted and approved.

\_\_\_\_\_  
Kuna City Clerk

## Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Ada County, Idaho, hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

\_\_\_\_\_  
Ada County Surveyor Date

## Approval of Central District Health Department

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

\_\_\_\_\_  
Central District Health Department, EHS Date

## Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

\_\_\_\_\_  
Ada County Treasurer Date

## Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Commission President  
Ada County Highway District

## Certificate of County Recorder

State of Idaho )  
County of Ada )ss. Instrument No. \_\_\_\_\_

I hereby certify that this instrument was filed at the request of \_\_\_\_\_ at \_\_\_\_\_ minutes past \_\_\_\_\_ o'clock \_\_\_\_\_ M., this \_\_\_\_\_ day of \_\_\_\_\_, in my office, and was recorded in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_.  
Fee: \_\_\_\_\_

Ex-Officio Recorder: Christopher D. Rich

Deputy: \_\_\_\_\_

## Approval of City Engineer

I, the undersigned, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this \_\_\_\_\_ day of \_\_\_\_\_, hereby approve this plat.

\_\_\_\_\_  
Kuna City Engineer Date



**B&A Engineers, Inc.**  
Consulting Engineers, Surveyors & Planners  
5505 W. Franklin Rd. Boise, Id. 83705  
(208) 343-3381  
Deserthawk East Subdivision  
Sheet 3 of 3



# City of Kuna

## City Council Findings of Fact and Conclusions of Law

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

**To:** Kuna City Council

**Case Number:** 17-03-S and 17-03-ZC:  
Deserthawk Subdivision No. 4

**Location:** Southeast corner (SEC) of  
South Ten Mile Road and  
West Sunbeam Street;  
874 S. Ten Mile Rd.  
Kuna, Idaho

**Planner:** Trevor Kesner, Planner II

**Hearing Date:** September 05, 2017  
**Findings:** September 19, 2017

**Applicant:** Endurance Holdings, LLC  
1977 E. Overland Rd.  
Boise, ID 83705  
208.343-3381

**Project Engineer:** David Crawford  
B&A Engineers  
5505 W. Franklin Rd.  
Boise, Idaho 83705  
208.343.5792



### Table of Contents:

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| A. Course Proceedings            | E. Findings of Fact        |
| B. General Facts, Staff Analysis | F. Conclusions of Law      |
| C. Applicable Standards          | G. Decision by the Council |
| D. Comprehensive Plan Analysis   |                            |

### A. Course of Proceedings

1. Proposing a Preliminary Plat and Rezoning lands for a residential subdivision are both designated in Kuna City Code (KCC), 1-14-3 as a public hearing matter, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use requests provided proper public notice and followed the requirements set forth in Idaho Code, Chapter 65-Local Land Use Planning Act.

#### a. Notifications

- |                            |                 |
|----------------------------|-----------------|
| i. Agencies                | May 22, 2017    |
| ii. 300' Property Owners   | August 10, 2017 |
| iii. Kuna, Melba Newspaper | August 09, 2017 |
| iv. Site Posted            | August 26, 2017 |



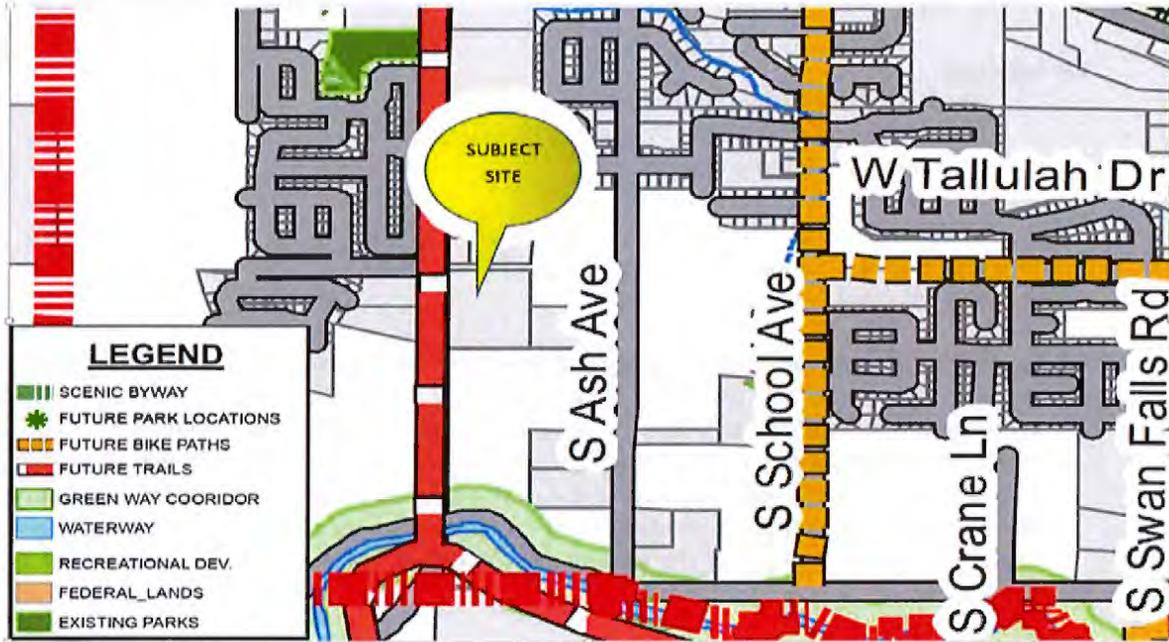
- In accordance with KCC Title 6 in Kuna City Code (KCC), this application seeks approval for a Rezone and Preliminary Plat (residential subdivision) for Deserthawk Subdivision No. 4.

**B. General Project Facts, Staff Analysis:**

- Request:** A preliminary plat and rezone request from David Crawford with B&A Engineers, representing owners, Endurance Holdings, LLC to rezone an approximately 9.43-acre parcel within an existing agricultural (Ag) zone to a medium density residential (R6) designation, and subdivide the parcel into 34 residential building lots and seven (7) common lots. The subject site is located approximately 2500 feet south of the intersection of West Avalon Street and South Ten Mile Road on the southeast corner (SEC) of South Ten Mile Road and West Sunbeam Street, and is addressed as 874 S. Ten Mile Rd., Kuna, Idaho.
- The applicant has submitted all the necessary documents and materials for review and has held the appropriate neighborhood meeting (three attendees) and has posted the site in accordance with KCC 5-1A-8 posting requirements.
- History:** The subject site has historically been used as a residential home site with associated agricultural-related uses (pasture).
- Legal Description:** A legal description was included with the application documents (deed).
- Comprehensive Plan Designation:** The Comprehensive Plan Future Land Use map indicates the site has a designation of Medium Density Residential. In accordance with KCC 5-3-2, staff views this residential use request as compatible with the Comprehensive Plan.



- 6. **Recreation and Pathways Map Designation:** The Recreation and Pathways Master Plan Map indicates a future trail along South Ten Mile Road; however, there is no indication of a future trail to be situated on the subject site.



6.1 **Aerial Map:**



6.2 **Parcel Numbers:** APN: R5070501800

**6.3 Parcel Sizes and Current Zoning:**

Acres: 9.43 acres

Zoning: R-6

**6.4 Services:**

Fire Protection – Kuna Fire District

Police Protection – Kuna City Police (Ada County Sheriff's office)

Sanitary Sewer– Future City of Kuna

Potable Water – Future City of Kuna

Irrigation District – Boise-Kuna Irrigation District

Pressurized Irrigation – Future City of Kuna (KMID)

Sanitation Services – J&M Sanitation

**6.5 Existing Structures, Vegetation and Natural Features:** The subject site has a residential home, two accessory structures (detached shop and hay shelter), and numerous farm trucks and equipment. The site is generally flat. The existing vegetation consists of a tilled farm field with the exception of approximately 14 mature trees which are commonly associated with a residential home, clustered on the southeast side of the existing home along the S. Ten Mile Road frontage. The applicant asserts that the existing trees are unhealthy and/or are undesirable species. The applicant proposes removal of the existing trees mitigated via the installation of common area landscaping.

**6.6 Transportation / Connectivity:** The subject site's existing public roadway frontage is on South Ten Mile Road, which is currently two (2) travel lanes on approximately 25-feet of pavement within 50 feet right-of-way, and no curb, gutter or sidewalk abutting the site. Applicant proposes to improve South Ten Mile Road on the East side, abutting the site with a detached 5-foot meandering sidewalk adjacent to the right-of-way in the common area buffer strip.. Applicant has proposed to construct the section of South Ten Mile Road abutting the site as half of a 72-foot street section; however, Ada County Highway District and Planning and Zoning staff are recommending this section of South Ten Mile Road be constructed as a half of a 3-lane, 49-foot street section with 24.5-feet of pavement from centerline with curb, gutter and a minimum five (5)-foot detached sidewalk.

The West Sunbeam Street alignment abutting the northerly boundary of the site is currently unimproved right-of-way. ACHD has recommended the applicant construct the unimproved/unopened right-of-way for West Sunbeam Street as half of a 36-foot wide street section, with an additional 12-feet of pavement north of centerline, with curb, gutter and a minimum five (5)-foot detached sidewalk or seven (7)-foot wide attached sidewalk.

**6.7 Public Services, Utilities and Facilities:** The following agencies returned comments which are included as exhibits with this case file:

- City Engineer - Exhibit B.1
- Department of Environmental Quality - Exhibit B.2
- Ada County Highway District - Exhibit B.4
- Central District Health Department - Exhibit B.5
- COMPASS (Development Checklist) - Exhibit B.6
- Idaho Transportation Department - Exhibit B.7
- Kuna School District - Exhibit B.8
- Nampa Meridian Irrigation District - Exhibit B.9

**6.8 Surrounding Land Uses:**

Direction	Current Zoning and Jurisdiction	
<b>North</b>	A/ R-4	Agriculture – Kuna City/ Medium-Low Density Residential – Kuna City
<b>South</b>	R-6	Medium Density Residential – Kuna City
<b>East</b>	A/ RUT	Agriculture – City of Kuna/ Rural Urban Transition – Ada County
<b>West</b>	R-6	Medium Density Residential – Kuna City

**C. Applicable Standards:**

1. City of Kuna Design Review Ordinance, 2011-08.
2. City of Kuna Subdivision Ordinance No. 2010-15, Title 6 Subdivision Regulations.
3. City of Kuna Zoning Ordinance Title 5, Chapter 13
4. City of Kuna Landscape Ordinance No. 2006-100.
5. City of Kuna Comprehensive Plan.
6. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

**D. Comprehensive Plan Analysis:**

The City Council may accept or reject the Comprehensive Plan components as described below:

1. The proposed rezone and subdivision are consistent with the following Comprehensive Plan components:

**GOALS AND POLICIES – Property Rights**

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

**Policy 1:** As part of a land use action review, staff shall evaluate with guidance from the City’s attorney; the Idaho Attorney General’s six criterion established to determine the potential for property taking.

**Comment:** Staff has evaluated the Idaho Attorney General’s six criteria established for the potential for property takings with the City’s attorney and has determined that the subject property’s economic viability remains intact.

**Economic Development Goals and Objectives - Section 5 - Summary:**

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

**Comment:** The proposed application complies with the comprehensive plan by providing a mix of lot sizes and sidewalk connectivity throughout and abutting the subdivision to meet this goal.

**Land Use Goals and Objectives - Section 6 - Summary:**

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

Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles.

***Comment:** The project complies with the land use plan as adopted by the City by incorporating the following; open space (common lots) and varied housing choices and types to promote desirable, cohesive community character and a quality neighborhood that is generally cohesive with the existing residential land uses.*

Public Services, Facilities and Utilities Goals and Objectives - Section 8 -Summary:

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

***Comment:** Kuna has adequate services to serve this development. This application will extend the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion.*

Transportation Goals and Objectives - Section 9 - Summary:

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

***Comment:** ACHD has provided comments and a staff report and the City engineer has provided comments and recommendations. The project meets the transportation goals of the City by constructing sidewalks and roadways through the development and fronting the site on South Ten Mile Road to create additional pedestrian and roadway connections.*

Housing Goals and Objectives - Section 12 - Summary:

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

***Comment:** Applicant has proposed 34 single family building lots of varied sizes to be developed in a logical and orderly manner and provides for building lots that are much smaller than one half acre.*

Community Design Goals and Objectives - Section 13 - Summary:

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

***Comment:** The application incorporates sound community design elements and landscape features to buffer incompatible uses and collector roadway noise; and provides pedestrian sidewalks and street widths which creates a sense of place for this phase of Deserthawk, but is also incorporated with the entire Deserthawk community, which fosters neighborhood interactions and activities.*

**E. Findings of Fact:**

1. All required procedural items have been completed as detailed in this staff report.
2. The proposed residential development generally complies with the goals and objectives set forth in Kuna's Comprehensive Plan.
3. The proposed residential development complies with the Kuna City Code.
4. Public services are available and are adequate to accommodate this site's development.
5. The proposed rezone and residential preliminary plat will not be detrimental to the public's health, safety and general welfare.
6. The proposed rezone request to R-6 generally follows the comprehensive plan future land use map and is appropriate for use as a residential subdivision after acquiring the proper approvals.
7. The project description, staff analysis and findings of fact are correct.

**F. Conclusions of Law:**

1. The rezone and preliminary plat use is consistent with Kuna City Code.
2. The rezone and preliminary plat use meets the general objectives of Kuna's Comprehensive Plan.
3. The site is physically suitable for a residential subdivision preliminary plat use.
4. The residential subdivision preliminary plat use is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
5. The rezone and residential preliminary plat is not likely to cause adverse public health problems.
6. The rezone and residential subdivision preliminary plat is in compliance with all ordinances and laws of the City.
7. The rezone and residential preliminary plat does not appear to be detrimental to the present and potential surrounding uses; to the health, safety, and general welfare of the public considering the physical features of the site, public facilities and existing adjacent uses.
8. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
9. Based on evidence contained in Case No.'s 17-03-S and 17-03-ZC this proposal complies with KCC Title 6.
10. Based on the evidence contained in Case No.'s 17-03-S and 17-03-ZC, this proposal complies with Section 6.0 of the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
11. The City Council of Kuna, Idaho, has the authority to approve, conditionally approve, or deny these rezone and preliminary plat applications.
12. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

**G. Decision by the Council:**

**17-03-S and 17-03-ZC: Subdivision and Rezone Note:** *This motion is to approve the subdivision and rezone requests. However, if the City Council wishes to approve or deny specific parts of these requests as detailed in this report, those changes must be specified.*

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby *approves* Case No.'s 17-03-S and 17-03-ZC, a subdivision and rezone request by B&A Engineers representing Endurance Holdings, LLC with the following conditions of approval:

1. The applicant shall obtain written approval of the construction plans from the agencies noted below. The approval may be either on agency letterhead referring to the approval use or may be written or stamped upon a copy of the approved plan. All site improvements are prohibited prior to approval of these agencies.
  - a.) The City Engineer shall approve the sewer and water hook-ups.

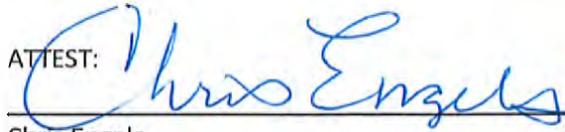
- b.) The Kuna Fire District shall approve all fire flow requirements and/or building plans.
  - c.) The Boise-Kuna Irrigation District shall approve all proposed modifications to the existing irrigation system.
  - d.) Approval from Ada County Highway District and impact Fees, if any shall be paid prior to building permit approval.
  - e.) The City Engineer shall approve a surface drainage run-off plan, (if needed). As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.
2. All public right-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District right-of-way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.
    - 2.1 – Dedicate right-of-way in sufficient amounts which follow City and ACHD standards and widths.
  3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground.
  4. Compliance with Idaho Code Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
  5. Lighting within and abutting the site shall comply with Kuna City Code.
  7. Fencing within and around the site shall comply with Kuna City Code (except as specifically approved otherwise).
  8. Signage within the site shall comply with Kuna City Code. The applicant shall apply for a sign permit prior to subdivision signage construction.
  9. The applicant shall follow all the requirements for sanitary sewer, potable water, pressure irrigation system connections, and all other requirements of the City engineer, as outlined in the Engineers memorandum dated May 26, 2017.
  10. Submit a petition prior to applying for final plat for signature by the City, consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
  11. Applicant's submitted preliminary plat and landscape plan (date stamped 04/10/2017, and 08/15/2017, respectively) shall be considered binding.
  12. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace any unhealthy or dead plant material immediately (within 3 days as weather permits or as the planting season permits), as required to meet the standards of these requirements. Maintenance and planting within public right-of-way shall be with approval from the public and/or private entities owning the property.
  13. The applicant shall comply with all conditions of approval listed in the Kuna staff report, and as approved by the Commission, and any other applicable agency comments or recommendations.
  14. Applicant shall comply with all local, state and federal laws.

DATED: this day 19th of September, 2017.



Joe Stear, Mayor  
Kuna City

ATTEST:



Chris Engels  
Kuna City Clerk



12/11/2018

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

	)	Case No. 18-05-S
IN THE MATTER OF THE APPEAL OF	)	
ENRIQUE’S MEXICAN RESTAURANT	)	<b>FINDINGS OF FACT,</b>
For EDU calculations	)	<b>CONCLUSIONS OF LAW,</b>
	)	<b>DECISION AND ORDER OF</b>
	)	<b>DECISION OF APPEAL FOR</b>
	)	<b>EDU CALCULATIONS</b>
	)	
	)	
	)	

---

THIS MATTER having come before the City council for appeal hearing on August 21, 2018 and continued to December 4, at 6:00 p.m. for receipt and consideration of additional information for the above referenced Appeal for EDU calculations, pursuant to Chapter 7, Title 7, of the Kuna City Code. The City Council, does hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

**I  
RECORD OF PROCEEDINGS**

The record of the proceedings of the above-referenced matter consists of the following, to-wit:

**1.1 Exhibits:**

***DESCRIPTION OF EVIDENCE***

<b>1</b>	City Engineer Evaluation
<b>2</b>	Proposed Contract as provided August 21, 2018
<b>3</b>	Certificate of Temporary Occupancy as provided August 21, 2018
<b>4</b>	Proposed EDU Calculations as provided by Applicant

12/11/2018

<b>5</b>	Memo from Gordon Law (former City Engineer)
<b>6</b>	City EDU chart approved with R33-2012 approved November 6, 2012
<b>7</b>	Principles of Water Rates, Fees and Charges as provided by Public Works Director on August 21, 2018
<b>8</b>	City of Meridian Sanitary Sewer and Water Assessment Calculator as provided by Public Works Director on August 21, 2018
<b>9</b>	Floorplan for building

## 1.2 Hearings

- 1.2.1** A Request for Review and appeal of EDU by Appellant was heard by the City Council on the 21<sup>th</sup> day of August, 2018, and the hearing was continued to the 4<sup>th</sup> day of December, 2018 to receive additional information; and
- 1.2.2** The appeal hearing was reconvened on the 4<sup>th</sup> day of December, 2018 to further consider the additional information. Hearing was continued to the 18<sup>th</sup> Day of December, 2018 for consideration of the Findings of Fact, Conclusions of Law, and Order of Decision to be prepared by the City Attorney

## 1.3 Witness Testimony

**1.3.1** Those who testified at the August 21, 2018 hearing are as follows, to-wit:

- 1.3.1.1** Appearing for the Appellant:  
 Ana Paz, 1922 W. Ardell, Kuna, ID 83634  
 Enrique Contreras, 1922 W. Ardell, Kuna, ID 83634

**1.3.2** Those who testified at the December 4, 2018 hearing are as follows, to-wit:

- 1.3.2.1** City Staff:  
 Chris Engels, City Clerk  
 Paul Stevens, City Engineer
- 1.3.2.2** Appearing for the Appellant:  
 Ana Paz, 1922 W. Ardell, Kuna, ID 83634  
 Enrique Contreras, 1922 W. Ardell, Kuna, ID 83634

**1.3.3** No other witnesses appeared at the hearing on December 4, 2018, which was then closed for the receipt of evidence and testimony.

## II DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

## III FINDINGS OF FACT

### 3.1 Findings Regarding Planned EDU Calculations

- 3.1.1 Based on the Kuna City Council approved EDU table, the modified use for spaces occupied by Enrique's in the Sandstone building show an EDU demand of 11.1.
- 3.1.2 The appellant has requested relief from part of the EDU evaluation citing historical use.
- 3.1.3 Former City Engineer, Gordon Law, had stated in written correspondence to the Appellant that the EDU fee would be based on the difference between the then current use and the EDU evaluation for the modified use.

### 3.3 Testimony of the City Engineer

- 3.3.1 **Conclusions:** The City Engineer, in a memo to the council dated November 28, 2018 confirmed that a review of the records on file at the City of Kuna has been completed with the following conclusions:
  - 3.3.1.1 The Sandstone Building carried uses appear to have a total EDU demand value of approximately 9 for the total building
  - 3.3.1.2 Of the 9 total EDU evaluation the City of Kuna record shows that 5 EDUs were sold/paid for. No records were found to either prove or disprove payment for the remaining 4 EDUs.
  - 3.3.1.3 The listed previous use EDUs totaled approximately 8.9.
- 3.3.2 **Staff Recommendations:** As a result of the review, the City Engineer, Paul Stevens, recommended approval three potential solutions:
  - 3.3.2.1 Solution 1. Honor Gordon Law's commitment and charge Enrique's for the difference in use which works out to  $11.1 - 8.9 \text{ EDU} = 2.2$  (round to 2 EDU).

12/11/2018

- 3.3.2.2 Charge Enrique's for the whole difference between the "paid for" EDUs and their new use evaluation.
- 3.3.2.3 Monitor Enrique's water use for one year, compare to an average EDU as shown in the Water Master Plan and charge or credit the EDU difference based solely on use.

### 3.4 Other Testimony

- 3.4.1 Ms. Paz testified that they felt like they had to sign the agreement to get their occupancy. When they first got the letter in March they educated themselves by pulling public documents and found inconsistencies. They asked that everyone be treated fairly and equally. Ms. Paz explained they were not charged when they first applied for the permits. She did not know how that slipped through and did not feel they should be punished. She wanted to know why they were chosen for this. She stated they did not agree to pay and did not feel it would be right for them to pay that full amount because a lot of businesses had already been in that location.

### 3.5 City Council's Findings

- 3.5.1 The Council's findings in the exercise of their discretion and opinion concerning what is in the interests of justice in this matter include the following considerations:
  - 3.5.1.1 Solution 1 is reasonable given that the previous City Engineer provided the calculation in the past; and
  - 3.5.1.2 It is a dangerous precedent to treat new construction and existing buildings the same with regard to EDU calculations because it discourages businesses from improving older, established buildings in the City; and
  - 3.5.1.3 The City should honor what the previous engineer, Gordon Law, provided to the Appellants and grant staff recommendation solution 1.

## IV CONCLUSIONS OF LAW RE: POWERS AND DUTIES OF THE CITY COUNCIL

- 4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.

- 4.2 The power of the City of Kuna lies in the city council to hear this matter as provided in Kuna City Code §7-6-3 (C).
- 4.3 The Kuna City Council have the exclusive general supervisory authority over all control of sewers and drains under their jurisdiction as provided in Idaho Code § 50-332.
- 4.4 As established from the evidence in this matter, that the proposed appeal for EDU calculations should be set at 2 and the appeal should be granted.

## V.

### CONCLUSIONS OF LAW

#### RE: PROCEDURE FOR APPROVING PRELIMINARY PLATS

- 5.1 Kuna City Code § 7-6-3(C) provides: *All other connections shall be evaluated on an individual basis. Determination shall be based upon the volume and strength of the wastewater discharged into the sewer system compared to the volume and strength of wastewater from one "user-equivalent" as previously defined. All such connections shall be reevaluated following one full year of discharge and the connection fees and monthly user fees adjusted if appropriate.*
- 5.2 Idaho Code § 50-332 provides: *Cities are authorized to clear, cleanse, alter, straighten, widen, pipe, wall, fill or close any waterway, drain or sewer or any watercourse in such city when not declared, by law, to be navigable and, as provided in section 50-1008, assess the expense thereof in whole or in part to the property specially benefited thereby.*

## VI.

### ORDER OF APPROVAL OF APPEAL FOR EDU CALCULATIONS

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing and, being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

- Order No. 1:** That the above entitled appeal is granted in part and denied in part as set forth in Order. No. 2.
- Order No. 2:** That the Appellant Enrique's Mexican Restaurant Sandstone building occupancy shall be charged for 2 EDUs.
- Order No. 3:** That the City Clerk retain the original in the official records of the City Council and provide a conformed copy to the City Public Works Director and City Engineer and the Appellant.

12/11/2018

**BY ACTION OF THE CITY COUNCIL** of the City of Kuna at its regular meeting held on the 18<sup>th</sup> day of December, 2018.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



# City of Kuna

## CITY COUNCIL STAFF MEMO

751 W 4<sup>th</sup> St  
Kuna, ID 83634  
Phone (208) 922-5274  
Fax: (208) 922-5989  
Kunacity.id.gov

**To:** City Council

**Case Number:** 18-03-LS (Lot Split)

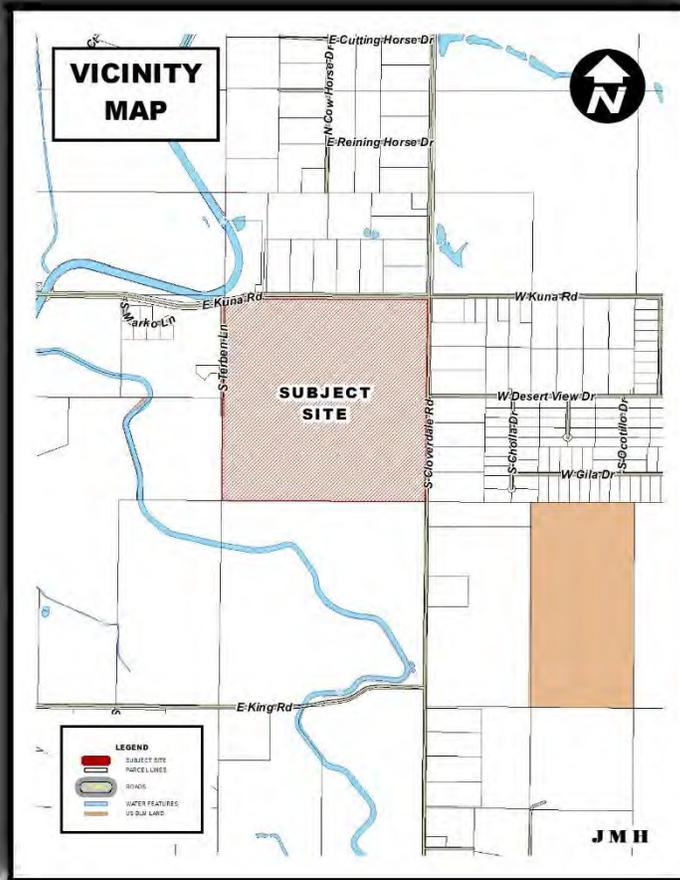
**Location:** SWC of W. Kuna Road and S. Cloverdale Road, Kuna, Idaho 83634

**Planner:** Jace Hellman, Planner II

**Meeting Date:** December 18, 2018

**Owner:** Terry Cook  
11102 S. Cloverdale Road  
Kuna, ID 83634  
208-870-8871

**Applicant:** Kuna Rural Fire District  
150 W. Boise St.  
Kuna, ID 83634  
208-922-1144  
[office@kunafire.com](mailto:office@kunafire.com)



**Table of Contents:**

- A. Course Proceedings
- B. Applicant Request
- C. History
- D. Aerial Map
- E. General Project Facts
- F. Staff Analysis
- H. Councils Order of Decision
- G. Applicable Standards

I. Conditions of Approval

**A. Course of Proceedings:**

1. A Lot Split (LS) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with City Council as the decision-making body. As a public meeting, this application does not require public notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 and have been adhered to.

**B. Applicants Request:**

1. Kuna Rural Fire District is requesting to split approximately 1.63-acres off a 157.17-acre parcel. The property is located at the Southwest corner of East Kuna Road and South Cloverdale Road, Kuna, ID 83634.

**C. History:**

Kuna's City Council approved the annexation of the subject property into Kuna City limits on December 1, 2015. Historically, the parcel has been farmed.

**D. Aerial Map:**



**E. General Project Facts:**

1. **Comprehensive Plan Designation:** The subject parcel is already annexed into Kuna City Limits with an existing A (Agriculture) zoning designation. The current comp plan identifies this parcel as A (Agriculture).

2. **Surrounding Land Uses:**

<b>North</b>	RR	Rural Residential – Ada County
<b>South</b>	RR	Rural Residential – Ada County
<b>East</b>	RR	Rural Residential – Ada County
<b>West</b>	RR	Rural Residential – Ada County

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

- Approximately 157.17 acres
- Zone: A (Agriculture)
- Parcel No. S1428111000

4. **Services:**

- Sanitary Sewer – Private Septic (Future City of Kuna)
- Potable Water – Private Domestic Well (Future City of Kuna)
- Irrigation District – No Established District
- Future Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Kuna Fire District
- Police Protection – Kuna City Police (Ada County Sheriff’s Office)

5. **Existing Structures, Vegetation and Natural Features:** The subject site contain no existing structures. Vegetation onsite is consistent with that of an agricultural crop field. The site’s topography is generally flat with 0-6% slope in areas.

6. **Transportation / Connectivity:** There is no curb, gutter or sidewalk along the frontage of the subject site. Access to the site will need to be granted by Ada County Highway District.

7. **Environmental Issues:** The subject site lies outside of the designated 'Nitrate Priority Area' (NPA) for groundwater monitoring. Staff is not aware of any additional environmental issues, health or safety conflicts.

**F. Staff Analysis:**

The applicant has requested to split approximately 1.63 acres of land off of an approximately 157.17-acre parcel. The applicant intends to relocate Kuna Fire Station 2 from Five Mile and Kuna Road to this proposed location. Staff has determined that the 157.17-acre parcel is an original parcel and therefore qualifies for the requested lot split. As a qualifying parcel, staff views this proposed Lot Split Application to be consistent with the Comprehensive Plan and Kuna City Code. If the Lot Split is approved, as there are no requested changes to the current zoning designation at this time, there will be a newly created parcel that will retain an A (Agriculture) zoning designation.

Kuna City Code allows the installation of curb, gutter and sidewalk to be determined on a case by case basis when lot splits contain between one and two acres of property. Due to the lack of sidewalk in close proximity and the site's location along South School Avenue, staff will not be requiring the applicant to install curb, gutter and sidewalk along the subject site's frontage until development of the property occurs.

Sanitary sewer and potable water are not within 300 feet of the subject site. Kuna City Code requires properties to make the connection to City services when those services are within 300 feet of the property. The applicant will be required to extend public sewer and water to the newly created parcel at such time that City services are within 300 feet.

Staff has determined that this lot split is consistent with the Kuna City Code, specifically Title 5, the City of Kuna Comprehensive plan, and Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act. Staff forwards a recommendation of *approval* for Case No. 18-03-LS to the Kuna City Council.

**G. Applicable Standards:**

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

**H. Decision by the Council:**

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

Based on the facts outlined in staff's report, documentation contained in the case file and any discussion at the public meeting, the City Council of Kuna, Idaho, hereby (approves/denies) Case No. 18-03-LS, a request from the Kuna Rural Fire District to split approximately 1.627 acres from a 157.17-acre parcel; subject to the conditions of approval as listed in section "I" of this staff report.

**I. Conditions of Approval**

1. Upon approval of the application by the City Council and subject to the conditions of approval and applicable city ordinances, the owner shall have **one (1) year** to complete the following tasks:
  - a. Cause the property to be surveyed and a record of survey recorded;
  - b. Execute and record the necessary deeds to accomplish the property split as approved;
  - c. Obtain new tax parcel numbers from the Ada County Assessor's Office; and
  - d. Provide copies of the **recorded record of survey, recorded deeds, and the new tax parcel numbers** to the Planning and Zoning Department.
2. Applicant shall convey proper easements on the record of survey for all utilities in sufficient widths approved by the City engineer and the Planning and Zoning Department. All easement line work shall be shown on the record of survey.

3. Applicant must ensure future driveway approaches are approved and accepted by Ada County Highway District prior to recording the *lot split*, providing proper access to all parcels in sufficient widths as approved by the City engineer and the Planning and Zoning Department.
  - a. Applicant shall furnish Kuna Planning and Zoning proof of ACHD approved access points to the newly created parcels prior to recording the record of survey.
4. Any future development or improvements to the existing parcel or the newly created parcels must follow all codes in place at the time of the original Lot Split (LS) approval by the Kuna City Council. No building permits will be issued by the Planning and Zoning Department until the applicant and/or property owner can demonstrate compliance with all Kuna City Codes.
5. All utilities shall be installed underground (see KCC 6-4-2-W), unless otherwise approved.
6. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
7. The landowner/applicant/developer, and any future assigns having an interest in the subject property shall extend public sewer and water to each parcel created when public sewer and water are available within three hundred (300) feet of the parcel(s), or as determined by the City engineer.
  - a. If any of the parcels do not connect to sewer or water at the time of lot split, the property owner shall enter into a *Memorandum of Understanding* with the city that will provide, at a minimum, the following conditions:
    - (1) If public sewer becomes available within three hundred (300) feet of the property (as measured at the property line closest to the nearest available sewer connection) the property owner, shall within one hundred eighty (180) days of being notified in writing as to the availability of the sewer connection, obtain written approval for a connection plan (connection plan), which plan shall include a date certain that the septic system will be properly abandoned and the connected made to the public sewer. It is expected that the date for the abandoning the existing septic system and connecting to the public sewer may be greater than one hundred eighty (180) days; the actual date shall be determined on a case-by-case basis based upon a factual determination of the city engineer specific to the property affected, and may include consideration of the age of septic system, cost to install the septic system, distance and cost for the main sewer line connection, and the location of the septic system in relation to the nitrate priority area. The connection plan shall be reviewed by the city engineer, and approved by resolution of the city council;
    - (2) The property owner may agree to participate in a local improvement district (that benefits the property) or other statutory or common law funding mechanism to finance city sewer infrastructure extension costs and city sewer connections fees and provide for any easements; and
    - (3) If the property owner fails to obtain approval for the connection plan to connect to the city sewer system within one hundred eighty (180) days of being notified, the city may make the connection and charge the owner for the costs associated with the connection and the property owner consents to a lien upon the property for failure to pay, and the city shall designate the land and structure as nonconforming and no building permits will be issued until the property is brought into compliance.
    - (4) The *Memorandum of Understanding* will be recorded with the Ada County Recorder.
8. Applicant shall follow all Kuna City procedures, Staff recommendations, Kuna Fire Department and all ACHD standards.
9. The applicant shall adhere to all agency and staff requirements and recommendations.
10. Applicant shall comply with all federal, state and local laws.

**DATED** this 18<sup>th</sup> day of December, 2018.



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

### Lot Split Checklist

A Lot Split request does not require a public hearing, and will be scheduled for a regular City Council meeting as a regular agenda item.

<b>Project name:</b> Kuna Fire District Lot split	<b>Applicant:</b> KFD
--	--------------------------

All applications are required to contain one copy of the following:

Applicant (✓)	Description	Staff (✓)
✓	Completed and signed Commission & Council Review Application.	✓
✓	Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide.	✓
✓	Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description.	✓
✓	Proof of ownership—A copy of your deed and Affidavit of Legal Interest (for all interested parties).	✓
✓	Documentation the parcel is the original parcel of land held in one ownership and of record at the effective date of 12/7/77.	✓
✓	8 1/2 x 11 vicinity map showing streets, driveways, property lines, etc.	✓
✓	A sketch showing the proposed lot split. The sketch shall include the following information: <ul style="list-style-type: none"> <li>◊ Current lot size including dimensions, square-footage and street frontage.</li> <li>◊ Proposed lot split including the new lot lines and new dimensions, square-footages and street frontages.</li> <li>◊ Streets, surrounding land uses, etc.</li> <li>◊ Existing and proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc.</li> </ul>	✓

Note: Only one copy of the above items need to be submitted when applying for multiple applications.

This application shall not be considered complete (nor will a hearing date be set) until staff has received all required information. Once the application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due, additional copies needed, etc.



**received**  
11.20.18



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

### Commission & Council Review Application

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

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

For Office Use Only	
File Number (s)	18-03-LS
Project name	Kuna Fire Dist. lot split
Date Received	11.20.18
Date Accepted/Complete	11.23.18
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	12.18.18

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

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

#### Contact/Applicant Information

Owners of Record: <u>Terry Coops, Hans Georg</u>	Phone Number: <u>1-208-870-8871</u>
Address: <u>1102 S. Cloverdale BARBARUS</u>	E-Mail: _____
City, State, Zip: <u>KUNA, ID 83634</u>	Fax #: _____
Applicant (Developer): <u>KUNA FIRE DISTRICT</u>	Phone Number: <u>208-922-1144</u>
Address: <u>150 W. BOISE ST.</u>	E-Mail: <u>office@kunafire.com</u>
City, State, Zip: <u>KUNA, ID 83634</u>	Fax #: <u>208-922-1135</u>
Engineer/Representative: _____	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____

#### Subject Property Information

Site Address: <u>CLOVERDALE RD</u>
Site Location (Cross Streets): <u>SOUTH OF KUNA RD.</u>
Parcel Number (s): <u>51428111000</u>
Section, Township, Range: <u>SEE ATTACHED</u>
Property size: <u>1.627 ACRES</u>
Current land use: <u>AGRICULTURAL</u> Proposed land use: <u>PUBLIC</u>
Current zoning district: <u>SAME AS ABOVE</u> Proposed zoning district: <u>SAME AS ABOVE</u>



**Project Description**

Project / subdivision name: \_\_\_\_\_  
 General description of proposed project / request: \_\_\_\_\_  
 \_\_\_\_\_  
 Type of use proposed (check all that apply):  
 Residential \_\_\_\_\_  
 Commercial \_\_\_\_\_  
 Office \_\_\_\_\_  
 Industrial \_\_\_\_\_  
 Other PUBLIC USE. TO LOCATE A PRE-ENGINEERED METAL BUILDING TO BE UTILIZED AS A FIRE STATION.  
 Amenities provided with this development (if applicable): \_\_\_\_\_

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No  
 Please describe the existing buildings: \_\_\_\_\_  
 Any existing buildings to remain?  Yes  No  
 Number of residential units: \_\_\_\_\_ Number of building lots: \_\_\_\_\_  
 Number of common and/or other lots: 0  
 Type of dwellings proposed:  
 Single-Family \_\_\_\_\_  
 Townhouses \_\_\_\_\_  
 Duplexes \_\_\_\_\_  
 Multi-Family \_\_\_\_\_  
 Other METAL BLDG. APPROX. 40X50 FOR USE AS A FIRE STATION  
 Minimum Square footage of structure (s): 2000  
 Gross density (DU/acre-total property): \_\_\_\_\_ Net density (DU/acre-excluding roads): \_\_\_\_\_  
 Percentage of open space provided: \_\_\_\_\_ Acreage of open space: \_\_\_\_\_  
 Type of open space provided (i.e. landscaping, public, common, etc.): \_\_\_\_\_

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

Number of building lots: 1 Other lots: \_\_\_\_\_  
 Gross floor area square footage: 2000 Existing (if applicable): \_\_\_\_\_  
 Hours of operation (days & hours): 24/7 Building height: 18 FT.  
 Total number of employees: 1-5 WHEN NEEDED Max. number of employees at one time: 5  
 Number and ages of students/children: 0 Seating capacity: N/A  
 Fencing type, size & location (proposed or existing to remain): \_\_\_\_\_  
 Proposed Parking:  
 a. Handicapped spaces: \_\_\_\_\_ Dimensions: \_\_\_\_\_  
 b. Total Parking spaces: 6 Dimensions: \_\_\_\_\_  
 c. Width of driveway aisle: 20 FT.  
 Proposed Lighting: LED  
 Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): \_\_\_\_\_

Applicant's Signature: [Signature] Date: 11-15-18



# Kuna Rural Fire District

Ph. 208-922-1144  
Fax 208-922-1983  
P.O. Box 607  
Kuna, ID. 83634

November 20, 2018

Kuna Planning and Zoning  
Re: Land split on S. Cloverdale for Kuna Rural Fire District

This letter is provided to illustrate the intent of the Kuna Rural Fire District to acquire through purchase, 1.67 acres of land located on South Cloverdale Road .5 miles south of Kuna Road. The property is currently owned by Terry Cook and Hansgeorg Barbonus DBA Cloverdale Ranch.

This property will be used for re-locating Kuna Fire Station 2 from Five Mile and Kuna Road to this new location. The station itself would consist of a pre-engineered, metal, insulated building measuring approximately 40 feet wide by 50 feet deep. It will be serviced by an existing well for potable water and a septic system will be installed.

To start, this station will not have any on-site staffing but in the future may have community volunteers assigned to this station. At some point down the road, this site will need to be evaluated for potentially having a fully functioning, staffed 24/7 fire station. The latter would likely be 7 to 10 years from now if not longer, dependent on growth in that area.

Please don't hesitate to contact me should you have any questions.

Respectfully,

Perry S. Palmer  
Fire Chief  
Kuna Rural Fire District





# RECORD OF SURVEY

A PORTION OF THE NE1/4,  
SECTION 28, T. 2 N., R. 1 E., B.M.  
CITY OF KUNA, ADA COUNTY, IDAHO

NORTH 1/4 CORNER, SEC. 28  
CP&F INST. NO. 106135131

NE SECTION CORNER  
SECTION 28  
CP&F INST. NO. 101087269

KUNA ROAD  
S89°51'27"W 2639.96'  
(S89°38'23"W 2639.85')(3)

RECORD OF SURVEY No.



**NORTH**

100 50 0 100  
SCALE: 1" = 100'

### LEGEND

- Boundary Line
- Section Line
- - - Easement Line
- ⊙ Found Brass Cap
- Found 1/2" Iron
- ⊠ Found Aluminum
- ⊞ Set 5/8"x24" Iron
- ⊞ Found Aluminum
- Right-of-Way
- Set Mag Nail
- WC Witness Corner

(S00°42'50"W 2658.76')(3)

NE1/4

25' PRESCRIPTIVE  
COUNTY RD.  
EASEMENT

CLOVERDALE ROAD

2437.88'

N00°15'17"E 2662.88'  
(N00°15'17"E 2662.55')(2)  
BASIS OF BEARING (2)

### CERTIFICATE OF SURVEY

I, Sean P. Sullivan, do hereby certify that I am a  
Land Surveyor, licensed by the State of Idaho, and  
this map has been prepared from an actual survey  
made on the ground under my direct supervision, and that this  
map is an accurate representation of said survey and that  
it conforms with the Corner Perpetuation and Film  
Code 55-1801 through 55-1812.



Sean P. Sullivan

License

CENTER 1/4 CORNER, SEC. 28  
PLS 7323  
CP&F INST. NO. 106135130

2327.23'  
N89°57'05"E 2642.23'

1.5'  
N00°15'17"E 225.00'

N89°57'05"E 315.00'

2.5'

25' WC

PROPERTY OF  
CLOVERDALE RANCH  
1.627 AC±

S00°15'17"W 225.00'

EAST 1/4 CORNER, SEC. 28  
PLS 7724  
CP&F INST. NO. 101087270

### RECORDERS CERTIFICATE

Instrument No. 2018-03135

State of Idaho)  
County of Ada)

I hereby certify that this instrument was filed for  
at the request of DEA of 25 minutes past 9 o'clock  
A.M. this 10th day of April, 2018, year of 2018.

*Amber D. Dean*  
Ex-Officio Recorder  
Fee: \$5.00

*Justin Fer*  
Deputy

### PREPARED FOR

Cloverdale Ranch, April, 2018



REFERENCES:  
Claim Deed, Inst. No. 2017-059087  
View Estates NO. 5, Book 32 Page 1949  
Record of Survey, Inst. No. 4185

FILE NAME: 020-21-85-0001  
PROJECT NUMBER: 020-2009-0001  
DRAFTED BY: MEL  
CHECKED BY: SESU

6/25/18

Agreement, as Optionee, party herein and whose address is 150 W Boise Street, Kuna, Idaho 83634 and mailing address is P.O. Box 607, Kuna, Idaho 83634.

- 1.12 **Option Consideration:** means and refers to that sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), herein provided for to be paid by the Fire District to Optionor, as consideration for the exclusive option to purchase the Real Property, as herein provided in Section 3.
- 1.13 **Optionor:** Means and refers to Borbonus, Cook and Cloverdale Ranch owners of the Real Property and parties to this Agreement as Optionor.
- 1.14 **Party/Parties:** means and refers to the Optionor and the Fire District.
- 1.15 **Real Property:** means and refers to that certain Real Property depicted in **Exhibit A** attached hereto and by this reference incorporated herein this definition and which is legally described as follows:

The following describes a parcel of real property lying within a portion of the Northeast Quarter (NE ¼) of Section 28, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows;

**BEGINNING** at the Southeast corner of said NE ¼, thence, along the south boundary line of said NE ¼, South 89°57'05" West, 315.00 feet;

Thence, departing said south boundary line, parallel with the east boundary line of said NE ¼, North 00°15'17" East, 225.00 feet;

Thence, parallel with said south boundary line, North 89°59"05" East, 315.00 feet, to said east boundary line of said NE ¼;

Thence, along said east boundary line, South 00°15'17" West, 225.00 feet, to the **POINT OF BEGINNING**, containing 1.627 acres more or less and is subject to any easements or reservations.

**SECTION 2  
RECITALS**

The Parties recite and declare:

- 2.1 The Fire District has the authority, pursuant to Idaho Code Section 31-1417 (2) to purchase, hold, sell and convey real property, make such contracts, and purchase,... as may be necessary or convenient for the purposes of the Fire District; and
- 2.2 Optionor is the sole owner of the Real Property and has the exclusive authority to sell and convey the Real Property; and
- 2.3 The Commissioners of the Fire District have determined that the Real Property, because it is size and location, would be beneficial to the District as a site for the development and construction of a fire station and related uses; and



**ppalmer@kunafire.com**

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**From:** William F. Gigray <wfg@WHITEPETERSON.com>  
**Sent:** Sunday, November 18, 2018 3:28 PM  
**To:** Perry Palmer (ppalmer@kunafire.com)  
**Cc:** Joan Howell  
**Subject:** City of Kuna Applications for Lot Split and Zoning

Hi Chief: This e-mail is in follow up to the applications you provided at the meeting on the 14<sup>th</sup>.

It is my advice that on the Lot Split you would use the following legal description provided by the seller:

The following describes a parcel of real property lying within a portion of the Northeast Quarter (NE ¼) of Section 28, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows;

**BEGINNING** at the Southeast corner of said NE ¼, thence, along the south boundary line of said NE ¼, South 89°57' 05" West, 315.00 feet;

Thence, departing said south boundary line, parallel with the east boundary line of said NE ¼, North 00°15' 17" East, 225.00 feet;

Thence, parallel with said south boundary line, North 89°59" 05" East, 315.00 feet, to said east boundary line of said NE ¼;

Thence, along said east boundary line, South 00°15' 17" West, 225.00 feet, to the **POINT OF BEGINNING**, containing 1.627 acres more or less and is subject to any easements or reservations.

Advise that the subject property is within the City Limits and is the only part of the existing parcel that is in the City Limits. Use Exhibit to the Option agreement to show the proposed parcel. Work with Kuna P & Z staff if they need more than this.

Affidavit of Legal interest have that signed by:

HANSGEORG BORBONUS

TERRY COOK

\_\_\_\_\_  
By: Hansgeorg Borbonus

\_\_\_\_\_  
By: Terry Cook

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

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

# Property Master

November 26, 2018



2019 - S1428111000

## Property Information

Status: Active Code Area: 04  
Property Type: Real

## Property Location

Address: E KUNA RD  
KUNA ID 83634-0000

## Owner Information

Name: CLOVERDALE RANCH  
Mailing Address: 2528 N CLOVERDALE RD  
BOISE ID 83713-4988  
Add'l Owner(s): BORBONUS HANS  
COOK TERRY

Group Type: SECT  
Group #: 1428  
Group Description: 2N 1E 28  
Zoning: A  
Township/Range/Section: 2N 1E 28  
Property Description: PAR #1000 OF NE4  
SEC 28 2N 1E

## Appraiser Information

Name: Justin W. Aman Phone: (208) 287-7222  
Email: jaman@adacounty.id.gov

## Property Values

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	10	153.570		Property Roll	Non-Occupancy	INCOME
Active	50	3.600		Property Roll	Non-Occupancy	INCOME



MAP NO. \_\_\_\_\_

SUBDIVISION  
SECTION 24

TOWNSHIP \_\_\_\_\_

BLOCK  
RANGE 15

*NOTICE*

REMARKS	GRANTOR	GRANTEE	PARCEL NO.	DATE			DOC. INST.	INST. NO.	N E 1/4	S W 1/4	S E 1/4	S E 1/4
				MO.	DAY	YR.						
	RILEY, CATHERYN / ASHER /	ADA CO HWY DIST	51428117326/72	5	14	74	WD			P		
	ADA CO HWY DIST	DEVELOPMENT WEST CORP	51421423100/73	5	24	74	QCD	880702	P			
	COOKMAN, CARL & RUBY	DANIEL, FRED & RUBY C.	5142822100/73	7	27	74	WD					
	RILEY, CATHERYN / ASHER /	ADA COUNTY HWY DIST	51428222350	3	10	76	QCD	7608629 7628718	P	P		
	MCCOY, JAMES J. & PATRICIA M.	ADA COUNTY HWY DIST	51428221000	3	9	76	QCD	7608630 3P-4297	P			
	KING, GEORGE L.	KING, MABEL E.	51428420000	9	21	76	EST	7627314				LLP
	KING, MABEL E.	BLEVINS, KENNETH D. & NORMA	51428420000	12	20	77	CONT					LLP
OUT OF 231000 NW 233200 '80	GERMAN, CARL & RUBY	OSTOLASA, DAVID & LINDA	51428325100	4	12	79	WD	7919764				PP
BALANCE	" " "		51428233200									PP
	KING, MABEL E.	BLEVINS, KENNETH D. & NORMA	51428420000	11	28	80	WD	8056148				LLP
	FINNELL, JOHN C. & BETTY A.	ODZIEMEK, FRANK & KATHARINA	51428310000	4	20	90	WD	9020921				✓
73262	ODZIEMEK, FRANK	GONTAUDIA, BENEDICTO & TANASA	51428310000	4	20	90	WD	9020922				✓
	STATE OF IDAHO	GERMAN, JAMES A. & MARY	211000	12	10	90	D	9067263		P		
	DANIEL, FRED L.	DANIEL, RUBY CARLA	232100	1	24	92	QCD	9204554			P	
OUT OF 221000 NW 223100 '93	MCCOY, JAMES J. JR. & PATRICIA M.	BOISE PROJECT BOARD OF CONTROL	223410	2	12	92	WD	9205290			P	
BAL '94	" " "	MCCOY, PATRICIA M.	223100	5	4	94	QCD	94042619			P	
	SELLERS, JOHN W. JR. & GLADYS M.	SELLERS JOHN W. JR. & GLADYS M.	111000	7	16	92	QCD	9223457	P	P	P	P
	STATE OF IDAHO		223260									
OUT 123100 '97	MCCOY, PATRICIA M.	ADA COUNTY HWY DIST	223100	4	12	96	WD	96040269			P	
BAL '97	" " "		223104								P	
OUT 411000 '11 IN 200 25 BAL 411000 '97 & part in 200 25	BLEVINS, KENNETH D. & NORMA	ADA COUNTY HIGHWAY DISTRICT	411000	2	25	97	WD	97014702				✓
	" " "		411001									✓
	OSTOLASA, DAVID RAY	OSTOLASA, LINDA CAROL	325100	3	10	97	QCD	97018278				PP
OUT 233100	German, Carl & Ruby	Cook, Terry L. & Beante D.	244200	3	16	98	WA	98023871			PP	PP
	" " "		233210									
	Riley, Catherine (Asher)	Riley, Catherine trustee (Consolidation) Catherine Riley Living Trust	222350	3	29	99	QCD	99029615 99072557			P	§(ENEN) Sec 23
	German, Ruby & James L. (by Olene German)	Markovetz, Donald J. & Carol J.	211000	6	23	99	WD	99062570			P	
OUT 211000	Markovetz, Donald J. & Carol J.	Markovetz, Donald J. & Carol J.	212400	6	29	99	WD	99065045			P	
	" " "		212500					99065046			P	